

Central Security Department, Head Office
10 BTM Sarani, Kolkata-700 001

Notice for e-Tender for

Supply, Commissioning, Maintenance of Fire Hydrant System & two Modular type fire extinguishers (with sprinkler system only for kitchen) for Central Staff College Building of UCO Bank located at GE Block, Sector-III, Salt Lake, Kolkata-106 under buy back of old & defunct fire pumps, equipments, rusted hydrant pipes on Turn Key Basis .

e-Tender Ref.NO: UCO/SEC/HO/2022/2228 Date: 08/04/2022

Cost of the e-Tender document: -Rs 1200/- (One Thousand two hundred only)

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

This document is prepared by UCO Bank for Supply, Commissioning, Maintenance of Fire Hydrant System (wet riser) for Central Staff College , located at GE Block, Sector-III, Salt Lake, Kolkata-106 under buy back

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 e-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 e-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 e-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 e-Tender and Bidder's response to the same extent and in the same manner as if specifically described in this e-Tender and

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, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 3000 branches spread all over the country.

The existing Fire Hydrant System (Wet Riser) provided in Bank's Central Staff College located at GE Block, Sector-III, Salt Lake, Kolkata-106 is age old & some hydrant pipes (outer) & fire pumps are not in working condition. It has been decided to replace the existing Fire Hydrant System & new Fire Hydrant System will be installed & will replace the old & defunct Fire Hydrant System. But the internal hydrant pipes, hose reel etc which can be reused should not be replaced & should be connected with the new system. The selected L-1 bidder will have to buy back the old & defunct fire pumps , allied defunct equipment, old rusted Hydrant pipes after dismantling these equipments during installation of new fire pumps, new MS hydrant pipes & new equipments as per specification of the subject e-tender. In addition to this modular type(MAP-90) two numbers fire extinguishers with sprinkler should be installed in kitchen only located at ground floor of the Staff College. Two numbers of Steel made Kitchen Fire Extinguishers of capacity of 4 lit, wet Chemical are also required to be installed at kitchen.

It has been decided to replace the existing Fire Hydrant System by replacing old rusted hydrant pipes, defunct fire pumps , other allied equipments by new pipes & pumps. Fire Hydrant System will be installed & will replace the old & defunct Fire Hydrant System. But the internal hydrant pipes, hose reel etc which can be reused should not be replaced & should be connected with the new system. It has been decided on the basis of report & suggestions of fire consultant engaged by Bank. The vendor has to take responsibility of old hydrant pipes, which will be not replaced & will be operationalised. The vendor will have to take responsibility of identified old hydrant pipes & allied parts, which may be re-used, will be functional up to warranty period (2 yrs from dt of installation) & the same old pipes & allied parts will be covered under warranty for two years.

Accordingly, UCO Bank invites response from experienced vendors with proven capabilities dealing in supplying, installing and maintaining Fire Hydrant Wet-Riser Systems and having their own offices in & around Kolkata for supply, installation, commissioning & maintenance of Fire Hydrant System on turn key basis **under buy back** of old & defunct fire pumps, equipments & rusted hydrant pipes of UCO Bank's Central Staff College Building, located at GE Block, Sector-III, Salt Lake, Kolkata-106. In addition to this wet pipe water sprinkler system should be installed in kitchen only located at ground floor of the Central Staff College.

The Vendors would be required to provide all the equipments and accessories supplied under this e-Tender along with initial **warranty** of **two years** and a **Comprehensive Annual Maintenance Contract (CAMC)** for **five years** on turn key basis. Only those bidders, who satisfy the eligibility criteria, mentioned in this e-Tender document need to respond.

CONTENTS

Clause No	Subject	Page No
1.1	Introduction & Tender Details	4
1.2	Submission of Bids	7
1.3	Cost of Tender Documents	9
1.4	EMD Amount	9
1.5	Rejection of Bids	10
1.6	Pre-Bid Meeting	10
1.7	Modification of Bids	10
1.17	e-Tender Response	12
1.20	Language of Bids	12
1.21	Indemnity	12
1.22	Authorised Signatory	13
1.23	Integrity Pact & IEM	13
2.1	Eligibility Criteria	14
3.1.3	Technical Evaluation Process	15
3.1.4	Commercial Evaluation Process	16
4.1	Scope of Work	16
4.2	Site Visit	16
4.4	Specifications	17
5.2	Performance Bank Guarantee	19
5.3	Installation & Commissioning	19
5.4	Payment Terms	20
5.5	Price Bids	20
5.6	Warranty & AMC	21
5.10	Acceptance Testing	22
5.11	Order Cancellation	22
5.20	Termination	26
5.24	Non-Assignment Clause	28
	Annexure-A- Proforma of Forwarding letter	29
	Annexure-B- Technical Specification	30
	Check List	31
	Annexure-C- Performance Bank Guarantee	32
	Annexure-D- Format for Price Bid	34
	Annexure-E- Pre-Contract Integrity Pact	35
	Annexure-F- Letter of Under taking & Indemnity	41
	Annexure-G-Service Level Agreement	43

PART –I GENERAL TERMS AND CONDITIONS

1.1 Introduction

UCO Bank invites e-tender comprising of Technical bid and Commercial bid from experienced vendors with proven capabilities dealing in supplying, installing and maintaining Fire Hydrant Wet-Riser Systems and having their own offices in & around Kolkata for supply, installation, commissioning & maintenance of Fire Hydrant System at UCO Bank , Central Staff College Building, located at GE Block, Sector-III, Salt Lake, Kolkata-106 **under buy back** of old & defunct fire pumps, equipments, rusted hydrant pipes etc. In addition to this modular type two numbers fire extinguishers with sprinkler should be installed in kitchen only located at ground floor of the Staff College. Two numbers of Steel made Kitchen Fire Extinguishers of capacity of 4 lit, with suitable liquid are also required to be installed at kitchen.

The Vendors would be required to provide all the equipments and accessories supplied under this **e-Tender** along with **initial warranty** of **two years** and a Comprehensive **Annual Maintenance Contract (CAMC)** for **five years** on turn key basis. The Selected bidder is required to adhere to the terms of this e-Tender document and any deviations to the same shall not to be acceptable to UCO Bank. In addition to this wet pipe water sprinkler system should be installed in kitchen only located at ground floor only.

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 e-Tender document shall be the governing document for arrangement between the Bank and the Selected bidder in terms of this **e-Tender** documents.

The e-Tender document may be obtained from UCO BANK, Head Office, Central Security Department, 2nd Floor, 10 B T M Sarani, Kolkata-700001 on working days in person on submission of cost of the tender document. Also the e-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	UCO/SEC/HO/2022/203 - Dated 04/04/2022
Cost of Tender documents	`Rs 1,200/-
Estimated Cost of Project	Rs 30 lakhs (Including GST)
Date of issue of e-Tender	08/04/2022
Earnest Money Deposit (EMD)	Rs 30,000/- (In the form of DD)
Date of commencement of sale of tender document	08/04/2022
Last date for submitting queries for the Pre-bid Meeting	22/04/2022

Pre-Bid meeting /Venue	22/04/2022 at 11.30 am at below mentioned address.
Last Date and Time for receipts of tender bids	29/04/2022 at 12.00 hrs
Opening of technical bids	29/04/2022 at 12:30 hrs
Opening of Price Bid	29/04/2022 at 4.30 hrs
Address of Communication	UCO Bank, Head Office Central Security Department 2nd Floor, 10 B.T.M. Sarani Kolkata-700 001
Email address	<i>hosecurity.calcutta@ucobank.co.in</i>
Contact Telephone/Fax Numbers	Tel :033-4455-7381 033-4455-7944
Bids to be submitted	<i>Tender box placed at above address</i>
Bids to be submitted	<i>e-bidding on www.tenderwizard.com</i>
Process to be followed	<p>This Tender will follow e-Tendering process [e-bids] as under which will be conducted by Bank's authorized e- Tendering Service Provider M/s Antares Systems Ltd through the website https://www.tenderwizard.com/UCOBANK</p> <p>Following activities will be conducted online through above website: Submission of Technical Bid & Price Bid by the Vendor</p> <ol style="list-style-type: none"> Opening of Technical Bid & Price Bid by the Bank Clarification, if any, sought by the Bank. On-line evaluation by the Bank. <p>Representatives of Vendors will be given training for e- Tendering by the Service Provider namely M/s Antares Systems Ltd. Bidders who wish to participate in online tenders will have to register with the website (https://www.tenderwizard.com/UCOBANK) through the "Register" link provided on the home page. Bidder will create login id & password on their own in registration process. Following facilities shall be provided to the bidders / vendors by service provider M/s Antares Systems Ltd:</p> <ol style="list-style-type: none"> Support to the Bidders for participating in the bids through e-tendering Website. Call center support/ email/

phone/mobile etc. in all possible medium.

c) Registration with the e-tendering website.
User Manual / Training Kit to the Bidder.

d) Any no. of users of Vendor/ Bidder organization can take support on the e-tendering system.

e) Bidder who wish to participate in this tender need to procure Digital Signature Certificate (for Signing and Encryption) as per Information Technology Act-2000 and CVC guidelines using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact with
M/s Antares Systems Ltd. at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Signature Certificate need not to procure the same.

In case bidders need any clarification regarding online participation, they can contact

Antares Systems Ltd.
Registered Office at: #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore – 560079.
Ph: - 080-49352000 / 40482000
Fax: - 080-49352034

Help Desk:
Contact Person: Mr. Kushal Bose/ Mr. Tousik Ghosh -Mobile no. 07686913157 / 09674758724
(On working days-0900 hours–1800 hours) e-mail: kushal.b@antaressystems.com
[:tousik.g@antaressystems.com](mailto:tousik.g@antaressystems.com)

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. Both the bids must be submitted through on line mode through e-tender site.

The bidders should take care of submitting the bids properly filed so that the papers are not loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny.

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 e-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 Chief Security Officer
Central Security Department
2nd Floor, Head Office
UCO Bank
10 B.T.M Sarani
Kolkata - 700 001**

UCO Bank is not responsible for non-receipt of response to E-TENDER within the specified date and time due to any reason including postal holidays or delays. 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 submitted through online mode by e-tender.
- 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 Annexure- B including documentary proof in support of Eligibility Criteria and Annexure A, B, C, E & F.
- 1.2.5 Commercial/Price bid should be submitted through online mode for e-tender by uploading on the given site.
- 1.2.6 The Commercial bid should have compliance chart as per Annexure-D
- 1.2.7 Incomplete bids or bids not conforming to the terms and conditions are liable for rejection by the Bank.
- 1.2.8 At any time, prior to deadline for submission of e-Tender , UCO 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 e-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 e-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 e-Tender process without assigning any reasons whatsoever at any stage of the e-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 e-Tender document and would not like or accept any deviations to the same.

1.3 Cost of tender Documents (Should be submitted in the form of DD –in drop box at Central Security Dept., HO- I building, located at 10, BTM Sarani, Kolkata-01)

The intending bidders should pay the Cost of tender Documents of ` **Rs 1200/- (Rupees One Thousand two hundred only)**. The Cost of tender Documents shall be paid by Demand Draft / Banker's Cheque / Pay Order drawn in favour of '**UCO Bank**' payable at Kolkata. The Cost of tender Document is non-refundable. The bidder downloading the tender document from Bank's website www.ucobank.com must pay the cost of the tender document, in a separate cover, at the time of submission of the bids.

Any vendor having valid **MSE** certificate may request for exemption as per Government guidelines.

1.4 Earnest Money Deposit (Should be submitted in the form of DD –in drop box at Central Security Dept., HO- I building, located at 10, BTM Sarani, Kolkata-01)

The Bidder must submit Earnest Money Deposit (EMD) along with the Technical Bid in the form of DD/ Pay Order in favour of UCO Bank payable at Kolkata to the tune of **Rs 30,000/-** (Thirty thousand only).

Any vendor having valid **MSE** certificate may request for exemption as per Government guidelines.

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.

1.5 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 received through Telegram/Fax.
- 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 Request for proposal (e-Tender) are liable for rejection by the Bank.
- 1.5.5 Bidder should comply with all the points mentioned in the e-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.

All documents should be submitted through e-tender only except DD of Tender Fee & EMD amount.

1.6 Pre- Bid Meeting

The queries for the Pre-bid Meeting should be reached in writing or by email on or before **22/04/2022 by 10.30 hrs** on e-mail: **hosecurity.calcutta@ucobank.co.in**. It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard.

Pre-Bid meeting will be conducted on **22/04/2022** at **11.30** hrs at Central Security Dept, Head Office, 10, BTM Sarani, Kolkata-01.

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting at the venue on scheduled date & time.

1.7 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.

1.8 Introduction and Disclaimer

This e-Tender document has been prepared solely to enable UCO Bank ("Bank") in defining the requirements for Supply, Commissioning, and Maintenance of Fire Hydrant System for UCO Bank, Central Staff College Building, located at GE Block, Sector-III, Salt Lake, Kolkata-106. The e-tender document is not a recommendation, bid or invitation to enter into a contract, agreement or other arrangement in respect of the services.

1.9 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 E-TENDER document.

1.10 For Respondent Only

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

1.11 Confidentiality

The e-tender document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The E-TENDER document is provided to the Recipient on the basis of the undertaking of confidentiality given by the recipient. 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.

1.12 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 E-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.

1.13 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.

1.14 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 e-tender, be deemed to have accepted the terms as stated in the e-tender.

1.17 e-Tender Response

If the response to this e-tender does not include the information required or is incomplete or submission is through Fax mode or through e-mail, the response to the e-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 e-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 **1 year** from the time the e-Tender response submission process closes.

1.19-Notification

Bank will notify the outcome of the e-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 accompanied 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 e-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. 30 lakhs 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. 2018-19, 2019-20 and 2020-21).
3	The bidder should have made operating profit in any one of the last three financial years (i.e. 2018-19, 2019-20 and 2020-21)	Copy of the audited Balance Sheets for the preceding three years (i.e. i.e. 2018-19, 2019-20 and 2020-21)
4	The bidder should have commissioned and maintained Fire Hydrant systems in three organizations in India, out of which one should be Private Sector Bank /Financial Institutions / Government Organization within India in last 7 years ending on 28/02/2022. Or The Bidder should have successfully executed – Three jobs each of value not less than 40% of total project cost or Two jobs each of value not less than 50% of total project cost or One job of value not less than 80% of total project cost .	Copy of client certification for successful completion and commissioning with name and contact details of signatory should be 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 after sales 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 e-Tender.

There would be a three (3) stage evaluation process.

The Stages are:

- I) Eligibility Criteria Evaluation
- II) Technical Evaluation
- III) Commercial 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 L1.

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**) as per B.O.Q. given as Annexure-D.

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 in Annexures 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 solution as per Annexure-D .

3.1.3.2 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.

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

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

3.1.3.5 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 TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

3.1.3.6 Site Visit

The bidder firm has to visit the site and understand the details of the Scope of work, site condition, existing set-up and hook-ups to be done at the site before making the price bid. Non familiarization of site condition shall not be considered for late execution of the work not for the cost-overrun for the specified contract. Any bidder can visit the site during working hours.

PART –IV- SCOPE OF WORK

4.1) The scope of work of the bidder covers for Supply, fabrication/ manufacture, assembly, inspection, transportation of equipments to site , site handling, painting , Commissioning (along with electrical fire panels attached with fire pumps, necessary wiring by good quality copper wire) and Maintenance of Fire Hydrant System for **UCO Bank , Central Staff College Building, located at GE Block, Sector-III, Salt Lake, Kolkata-106..** including removal/ replacement of old & defunct Fire pumps, allied equipments, rusted & non-usable hydrant pipes etc which are not usable under buy back. **At the time of site visit participating vendor should measure the length & should be guided by BOQ attached herewith.** In addition to this, two Modular type (4 Kg, ABC type, MAP 90)Fes with sprinkler system should be installed at kitchen & adjacent dining hall at ground floor.

4.2 All equipments will be in conformity with BIS & the system should adhere with **West Bengal Fire Service Act-1950 & National Building Code Part-IV.**

4.3 The subject building has two flange, right flange is G+8 building & left flange has G+2 building. Overall the building is 27 metre high having - Bank branch &

canteen at ground floor, faculty rooms, Conference rooms at 1st floor, residential rooms for trainees at 2nd, 3rd and 4th floors. As per Part-4 of the National Building Code this building falls as mixed occupancy of Gr-A, B, C.

4.4 Fire Hydrant (Wet Riser) System

It has been decided to replace the existing Fire Hydrant System by replacing old rusted hydrant pipes, defunct fire pumps, other allied equipments by new pipes & pumps. Fire Hydrant System will be installed & will replace the old & defunct Fire Hydrant System. But the internal hydrant pipes, hose reel etc which can be reused should not be replaced & should be connected with the new system. It has been decided on the basis of report & suggestions of fire consultant engaged by Bank. The vendor has to take responsibility of old hydrant pipes, which will be not replaced & will be operationalised.

- a) Vertical pipe lines should be erected along with both staircases till to the terrace level providing with shut-on valves in each landing or half landing and the line at the terrace ended to the Air Release Valve & Pressure Gauge. The system will be incorporating to the fire pumping systems (two fire pumps) in ground level. The lines will be always kept charge by means of jockey pump.

b) Fire Pumps-

i) Service, testing & commissioning of electrical motor driven main Fire pump with ISI marks having CI body & bronze internals capable to deliver 2850 litre/ min at 60 MWC (67 metre head main pump). The pump shall be mounted on common base frame with coupling, coupling guard etc. All metal parts coming in constant contact with water should be of nonferrous metal. The fire pump should be mounted firmly on concrete base. The pump shall be coupled with TFFC motor of suitable KW with speed of 2900 RPM.

The pump should be made by Kirloskar / Crompton since these are reputed & proven brands.

ii) Service, testing & commissioning of diesel motor driven stand by Fire pump with capable to deliver 2850 litre/ min at 60 metre MWC.

iii) Service, testing & commissioning of electrical motor driven Jockey Fire pump having CI body & bronze internals with capable to deliver 180 litre/ min at 60 metre MWC. The pump shall be coupled suitable HP with speed 2900 RPM & complete set shall mounted on common base frame with coupling, coupling guard etc.

- c) Supply, erection, testing, commissioning of Butterfly valves having CI body as per BIS standard & lever operated type with required flanges, nut bolts gaskets etc.
- d) Supply, erection, testing, commissioning of CI non-return valves as per BIS standard & swinging check type with required flanges, nut bolts gaskets etc.

e) Hydrant System

Supply, erection, fabrication, testing, commissioning of GI pipe conforming with BIS standard, complete with all fittings such as elbows, sockets, tees,

reducers, flanges, plugs etc including one coat of red-oxide primer with two coat of synthetic enamels (Asian/ Berger/ Nerolac) –Colour- Post Office Red, with signal rod, MS channel / angle for pipe support, including welding, cutting, fixing in wall, ceiling as per drawing.

- f) Supply, erection, fabrication, testing, commissioning of single headed hydrant valve (conforming with BIS standard) made of SS metal/ gunmetal with 63 mm outlet & 80 mm inlet including MS flanges, nut bolts gaskets etc.
- g) Supply, erection, testing, commissioning of SS sort branch pipe with nozzle.
- h) Supply & installation of 1 length of RRL Hose pipe , 63 mm dia 15 metre long
- i) Supply & installation of Fire Hose cabinet for housing 15 metre long hose pipe with glass cover & lock and key with hammer with power coated finish. The dimension of Hose Cabinet is 750mm X 600mm X 250mm. The hose cabinet should be fabricated with 18 gauge MS sheet painted with Post Office Red enamel paint.
- j) Supply & installation of Hose Reel Drum –wall mounting swinging type fitted with 30 metre length high pressure rubber hose with dia of 20 mm & with 25 mm gate valve & suft up nozzle.
- k) Supply & installation & commissioning of 3 way fire brigade Gunmetal made 63 mm size male inlets.
- l) Supply & installation & commissioning of 150 NB CI Gate Valve
- m) Supply & installation & commissioning of Air Release valve with required accessories.

n) Piping

All pipes inside the building and where specified, outside the Building shall be M.S. conforming to BIS. Pipe should be made of Tata/ Jindal tapered screwed / Socket welded / Butt welded type jointing shall be adopted, while for pipes above 50mmdia welded or flanged connections shall be used.

Flanged joints shall be made with 3 mm thick insertion rubber washer / Gaskets. All bolt holes in flanges shall be drilled & making hole by Using gas cutting is not acceptable.

Some portion of the hydrant pipes which are defunct & rusted will be replaced by new one and remaining portion of hydrant pipes which are in usable condition, will be used in the hydrant system.

Requirement of Pipe

150 NB	180 Metre-Approx
--------	------------------

Mode of Measurement

Mild Steel pipes shall be measured per linear metre of the finished Length including all welding/ joint/ clamps etc.

O) Fire Control Panel

Supply & installation of composite Fire Control panel for automatic operation of main , Standby & jockey pump including sequential operation for wet riser fire hydrant system. Details has been included in Annexure –B.

P) Modular Type (Map 90 based ABC powder) with Sprinkler System-

Two numbers of Modular type, 4 kg capacity, MAP 90 based ABC type with sprinkler fire extinguishers of any good brand like Canex/ Minimax/ Fire Shield etc should be installed in Kitchen only.

Q) Wet Chemical Fire Extinguishers -4 litre

Two numbers of wet chemical Fire Extinguishers , made of steel cylinders, capacity of 4 litres which is effective against Kitchen Fire (Vegetable/ Fat Fire) of any reputed brand like Fire Shield should be installed in kitchen.

PART-V

5.1 Order details

The purchase order will be placed by the Bank to the selected L-I vendor by Central Security Department, Head Office, UCO Bank. The payment will be made by Head Office, Central Security Department, after completion & successful commissioning of the project.

5.2 Performance Bank Guarantee

The selected bidder, within 15 days from the date of purchase order will have to furnish a Performance Bank Guarantee, format as Annexure C, issued by any scheduled commercial bank equal to 3 % of the order value valid for seven years (2+5) from the date of purchase 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. This is independent of the LD on Delivery and installation.

5.3 Installation and commissioning

5.3.1 Deliveries of the equipment, installation and operationalization of complete solution should be made **within 8 weeks** from the date of purchase order.

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 installation will be deemed to complete when Fire Hydrant has been supplied, installed and made operationalise as per the technical specifications and satisfactory acceptance given by the Bank. The Bidder has to resolve any problems during successful installation and operationalisation.

- 5.3.4 All the equipment supplied by the Bidder shall be legal and Bidder shall give indemnity to that effect.
- 5.3.5 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 warranty period of two years for solution proposed as implemented by the bidder.
- 5.3.6 The equipment are considered accepted (Commissioned and Operationalised) after signing the Acceptance Test (ATP) document jointly by the representative from the Bank and engineer from the successful bidder. The component level checking for individual item may be included during the acceptance test.
- 5.3.7 The successful bidder is required to transport the Goods to the specified place as per Annexure I, defined as the Project Site, transport to such place shall be arranged by the bidder, and the related costs shall be included in the quoted Price. Cost for obtaining necessary road permits and other related permits will be the responsibility of selected bidder.

5.4 Payment Terms

Bank will make the payment subject to signing of the contract as follows:

- 5.4.1 The total value (except AMC) of the system along with Taxes, will be paid after delivery and completion of successful installation & operational, on submission of proof of delivery and the acceptance certificate duly signed by Bank's authorized official & satisfactory service report from the Bank where the systems have been installed after realizing penalty charges for late delivery & installation, if any.
- 5.4.2 The AMC amount to be paid after completion of warranty period of two years towards facilities of AMC to be paid quarterly at the end of each quarter on pro-rata basis.

5.5 Price

The Price Bid must include all equipments, hydrant pipes, fire pumps, panels, sprinklers , switch, etc. The Price Bid also must include all applicable taxes such as GST etc.

The Selected 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 validity period of the bid.

The Selected bidder shall keep the price valid for a period of at least 01 year from the date of E-TENDER response process submission closes. The Bank further 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 Selected bidder.

Prices quoted by the selected bidder shall be in **Indian Rupees only**, firm and not subject to any price escalation, if the order is placed within the validity period. Further, subsequent to the orders being placed/agreement executed, the selected bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies viz. Sales tax, excise duty, custom duty, etc.

5.6 Warranty & AMC, TAT (Turn Around Time)

a) The Selected bidder shall provide warranty for all the equipment, which will be delivered & installed in sites. The period of **warranty** will be **2 (two) years** from the date of successful commissioning of the fire hydrant system.

The vendor will have to take responsibility of identified old hydrant pipes & allied parts, which may be re-used, will be functional up to warranty period (2 yrs from dt of installation) & the same old pipes & allied parts will be covered under warranty for two years.

b) During the warranty period the Selected bidder should maintain the acceptance criteria and shall be responsible for all costs relating to service, maintenance (preventive and corrective), technical support and transport charges from and to the sites in connection with the maintenance of the solution or any components/ parts there under, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified. The Selected bidder should inform the bank about the end of life of the product proposed.

c) The Selected bidder must also undertake to maintain (comprehensive AMC) all equipments unit supplied by then of after the expiry of the above warranty period, for a further period of **5 (five) years** as per the rate quoted by the Selected bidder in their price bid and no additional costs will be paid during AMC period.

d) Turn Around Time (TAT)

The turn around time of minor defect repairing will be 3-5 days and for major defect repairing (Fire Pump, welding of hydrant pipes etc) will be 7-10 days.

5.7 Liquidated Damage

Any delay in commissioning of the entire system or repairing of the hydrant system (Minor or Major repairing) beyond the mentioned time, Bank will charge penalty at 1% of the order value for, subject to a maximum of 10%. The Bank may at its discretion also waive or reduce the penalty if the reasons for delay are considered to be justified.

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 Acceptance Testing

The Bank will carry out the acceptance tests for testing of successfully commissioning of wet riser fire hydrant system as per scope of work in Part IV. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The Bank at it's' discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests at the relevant hydrant system in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete fire hydrant system apart from physical verification and testing of the system and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.

In case of any discrepancy, the Bank reserve the right to terminate the entire agreement in case the bidder does not rectify the issue/ problem of fire hydrant system.

5.11- 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 / testing 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 E-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 infringements in respect 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 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 fire hydrant system.
- Negligence and misconduct of the Vendor, its employees, and agents
- Breach of any terms of E-TENDER, Representation or Warranty
- 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, or anticipated savings or

(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 IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Selected bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it 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.

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 delivery and management of the Installation, Commission and Maintenance of this fire hydrant system as defined under this document, 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 E-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 E-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 completion of project.
- Serious discrepancy in maintenance of project.

In addition to the cancellation of purchase contract, 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 size, 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 of 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.

Proforma of letter to be given by all the Bidder participating in the UCO Bank for Supply, Commissioning, and Maintenance of Fire Hydrant System & Modular type FEs with sprinkler system & Wet Chemical based FEs (Kitchen at ground floor) for UCO Bank , Central Staff College Building, located at GE Block, Sector-III, Salt Lake, Kolkata-106. through e-Tender on their official letterheads.

To
The AGM & Chief Security Officer
UCO Bank
Head Office

Sir,

Sub: Supply, Commissioning, and Maintenance of Fire Hydrant System along with Fire Extinguishers (Modular type & wet Chemical type) for UCO Bank , Central Staff College Building, located at GE Block, Sector-III, Salt Lake, Kolkata-106.

Ref No-UCO Bank e-Tender No-UCO/SEC/HO/2022/228 Dt.-08/04/2022

Further to our proposal dated, in response to the Request for Proposal (Bank's e-tender No. hereinafter referred to as "**e-Tender**") issued by UCO Bank, we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the E-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 hard-copies of aforesaid proposal required to be submitted by us, in all respects.

The price quote in the commercial template in Annexure I valid for a period of 1 year from the date of E-TENDER response process closes.

Yours faithfully,

Authorised Signatory
Designation
Bidder's corporate name

Annexure-B-Mentioned in Scope of Work-Part-IV

Specification of Fire Hydrant, Fire Pump & allied accessories
(as suggested by Fire Consultant)

1. Specification is attached herewith.
2. Vendors are advised to measure the all hydrant pipes to be replaced during site visit & may raise query at Pre-Bid meeting.
3. Vendors are advised to take a note that the old & defunct fire pumps, rusted hydrant pipes and other allied defunct equipments which will be replaced by new fire pumps, MS pipes , should be dismantled by the selected L-1 vendor at his own responsibility & expenses.
4. Vendors should quote total buy back value with an item wise break up.
5. The participating Vendor should examine the BOQ & adhere with the Measurements.
6. Any discrepancy noticed by any vendor may raise it during Pre-Bid meeting.

Check List

Supply, Commissioning, and Maintenance of Fire Hydrant System at CSC.

Sl No.	Particulars	Compliance Status (Yes / No)
1.	Are Technical & Commercial bid submitted under separate sealed envelopes?	
2	Is the Technical bid made in conformity with as per prescribed Annexure ?	
3.	Is the Commercial bid made in conformity as per prescribed Annexure ?	
4.	Whether copy of relevant documents enclosed along with Tender document?	
5.	Whether site visit has been done ?	
6.	Whether attended Pre-Bid meeting ? Whether raised any issue in Pre-bid meeting ? Whether the issue has been resolved ?	
7.	Are all the pages numbered properly and signed and stamped.	
8	Is EMD submitted?	
9.	Whether Annexures are submitted ?	
10.	Whether e-Tender submitted properly ?	
11.	Are document in support of all eligibility criteria submitted?	
12.	Are your materials complied with Scope of work in Part IV ?	
13	Whether Fire Extinguishers (Modular type & wet chemical type) have BIS marking ?	

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-D

Price Bid Format

Ref No-UCO Bank e-Tender No-UCO/SEC/HO/2022/228 Dt.-08/04/2022

(Fire Hydrant System for UCO Bank , Modular Type of FEs with Sprinkler system, Wet Chemical based FEs (for Kitchen) for Central Staff College Building, located at GE Block, Sector-III, Salt Lake, Kolkata-106. Under buy back of old & defunct fire pumps, equipments, rusted hydrant pipes etc.)

SI No	<u>Item Description</u>	<u>Price (Excluding GST)</u>
1.A	Fire Hydrant System- Wet Riser System As per Scope of Work- with all required items, accessories, including installation & commissioning,	Rs
1. B	& Two Modular type -MAP 90 based ABC type FEs & Two wet Chemical based Steel Made FEs (for Kitchen only at ground floor)	
2.	Buy back value of old & defunct fire pumps, equipments, rusted hydrant pipes.	Rs

Cost of AMC for Five Years

3.	Fire Hydrant System- Wet Riser & Wet Pipe water sprinkler system	<u>Cost</u> <u>Rs</u>
----	---	---------------------------------

Total Cost of Ownership- (1-2+3)- Rs

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 commercial bid will be accepted. Bank has a right to reject such bid.

Annexure-E

PRE CONTRACT INTEGRITY PACT

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

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

And

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

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

3. Preamble

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

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

4. Commitments of the Buyer

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

- (i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process,

provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.

(iii) The Buyer will exclude from the process all known prejudiced persons.

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

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

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

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

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

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

6. Agents / Agency Commission

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

7. Previous Transgression

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

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

8. Company Code of Conduct

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

9. Sanctions for Violation

9. If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the

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

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

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

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

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

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

10. Compensation for Damages

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

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

11. Price Fall Clause

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

12. Independent External Monitor

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

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

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

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

12.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.

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

12.7 The word “**Monitor**” would include both singular and plural.

13. Law and Place of Jurisdiction

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

14. Other Legal Actions

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

15. Integrity Pact Duration.

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

15.2 If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank .

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

16. Other Provisions

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

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

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

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

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

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

16.7 The Parties here by sign this Integrity Pact at _____ on

(Seller/Bidder) and _____ on _____ (Buyer)

BUYER

/SELLER*

Signature:

General Manager/Dy G M,

UCO Bank ,

.....Division

Place:

Place:

Date:

Witness 1:

(Name & Address)

BIDDER *

Signature:

Authorized Signatory (*)

Date:

Witness 2:

(Name & Address)

Annexure-F

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)

Annexure-G

Service Level Agreement (SLA) with Selected Vendor

1. Objective of Service Level Agreement

The objective of Service level agreement (SLA) is to avoid disputes between the customer (here UCO Bank, Head Office) and the service provider ie selected vendor

2. Agreement

2.1-Scope of Work

The vendor agrees for Supply, fabrication/ manufacture, assembly, inspection, transportation of equipments to site , site handling, painting , Commissioning (along with electrical fire panels attached with fire pumps, necessary wiring by good quality copper wire) and Maintenance of Fire Hydrant System for UCO Bank , Central Staff College Building, located at GE Block, Sector-III, Salt Lake, Kolkata-106.. including removal/ replacement of old & defunct Fire pumps, allied equipments, rusted & non-usable hydrant pipes etc which are not usable under buy back. At the time of site visit participating vendor should measure the length & should be guided by BOQ attached herewith. **All equipments will be in conformity with BIS & the system should adhere** with West Bengal Fire Service Act-1950 & National Building Code Part-IV.

The vendor has to take responsibility of old hydrant pipes, which will be not replaced & will be operationalised.

2.2. Price

The Price quoted by vendor includes cost of all equipments, detectors, switch, pipe, gas cylinders with gas. The Price Bid also must include all applicable taxes such as Sales/Service/ Waybill etc.

2.3. Payment Terms

Bank will make the payment subject to signing of the contract as follows:

Bank will make the payment subject to signing of the contract as follows:

- i) The total value (except AMC) of the system along with Taxes, will be paid after delivery and completion of successful installation & operational, on submission of proof of delivery and the acceptance certificate duly signed by Bank's authorized official & satisfactory service report from the Bank where the systems have been installed after realizing penalty charges for late delivery & installation, if any.
- ii) The AMC amount to be paid after completion of warranty period of two years towards facilities of AMC to be paid quarterly at the end of each quarter on pro-rata basis.

2.4 . Warranty & AMC

The Selected bidder shall provide warranty for all the equipment, which will be delivered & installed in sites. The period of **warranty** will be **2 (two) years** from the date of successful commissioning of the fire hydrant system. This will include the old hydrant pipes which is in usable condition.

During the warranty period the vendor shall maintain the accepted criteria and shall be responsible for all costs relating to service, maintenance (preventive and corrective), technical support and transport charges from and to the sites in connection with the maintenance of the solution or any components/ parts there under, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified. The vendor shall inform the Bank about the end of life of the product proposed.

The vendor undertakes comprehensive AMC of all equipments supplied by them after the expiry of the above warranty period, for a further period of **5 (five) years** as per the rate quoted by the vendor in the price bid and no additional costs will be paid during AMC period.

2.5 Performance Bank Guarantee

Vendor has submitted Bank Guarantee in the given ormat as Annexure A, issued by any scheduled commercial bank equal to 10% of the order value valid for seven years (2+5) from the date of purchase order. Upon furnishing the Performance Bank Guarantee, 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 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. This is independent of the LD on Delivery and installation.

2.6 Installation and commissioning

The vendor agrees to deliver the equipment, installation and operationalization of complete solution should be made **within 8 weeks** from the date of purchase order.

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.

The installation will be deemed to complete when Fire Hydrant has been supplied, installed and made operationalise as per the technical specifications and satisfactory acceptance given by the Bank. The Bidder has to resolve any problems during successful installation and operationalisation.

All the equipment supplied by the vendor shall be legal and Bidder shall give indemnity to that effect.

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 warranty period of two years for solution proposed as implemented by the bidder.

The equipment are considered accepted (Commissioned and Operationalised) after signing the Acceptance Test (ATP) document jointly by the representative from the Bank and engineer from the successful bidder. The component level checking for individual item may be included during the acceptance test.

The successful bidder is required to transport the Goods to the specified place as per Annexure I, defined as the Project Site, transport to such place shall be arranged by the bidder, and the related costs shall be included in the quoted Price. Cost for obtaining necessary road permits and other related permits will be the responsibility of selected bidder.

2.7 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.

2.8 Acceptance Testing

The Bank will carry out the acceptance tests for testing of successfully commissioning of wet riser fire hydrant system as per scope of work in Part IV. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The Bank at it's' discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests at the relevant hydrant system in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete fire hydrant system apart from physical verification and testing of the system and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.

In case of any discrepancy, the Bank reserve the right to terminate the entire agreement in case the bidder does not rectify the issue/ problem of fire hydrant system.

2.9 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 E-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 infringements in respect 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 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 fire hydrant system.
- Negligence and misconduct of the Vendor, its employees, and agents
- Breach of any terms of E-TENDER, Representation or Warranty
- 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, or anticipated savings or
- (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.

2.10 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.

2.11 Privacy & Security Safeguards

The vendor 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 IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Selected bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it 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.

2.12 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 / testing 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.

2.13 –Guarantees

The vendor guarantees that all the material as deemed suitable for the delivery and management of the Installation, Commission and Maintenance of this fire hydrant system as defined under this document, are licensed and legal.

2.14- 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 E-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 E-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.

2.15- 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.

2.16- Effect of termination

The vendor 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 of 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.

2.17- 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.

2.19 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.

2.20 -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).

