

Ref no: Sili/06/2022

Date: 14.02.2023

**Request For Proposal (RFP)**  
**for**  
**Empanelment of Contractors**  
**in**  
**Various Financial Categories**







Ref no: Sili/06/2022

Date: 14.02.2023

**Sub: Notice inviting open tender for empanelment of vendors/contractors in various financial categories.**

Sealed quotations are invited from reputed, well-established, resourceful and experienced vendor / contractors in & around Siliguri, West Bengal and Sikkim for empanelment in the Bank's Siliguri Zonal panel.

- 1. Availability of tender document:** The tender documents should be downloaded from the bank's website [www.ucobank.com](http://www.ucobank.com) from 15.02.2023 to 06.03.2023
- 2. Date & Place of Submission of Tender:** 06.03.2023 up-to 4:00 P.M at Siliguri Zonal Office, General Administration Department at Rajani Bagan, off Hill Cart Road, Siliguri, West Bengal 734001
- 3. Pre-bid meeting:** 04.03.2023 at 3:00 P.M at Siliguri Zonal Office, General Administration Department at Rajani Bagan, off Hill Cart Road, Siliguri, West Bengal 734001
- 4. Opening of bids:** 06.03.2023 up-to 4:00 P.M at Siliguri Zonal Office, General Administration Department at Rajani Bagan, off Hill Cart Road, Siliguri, West Bengal 734001
- 5. Cost of tender documents:** Rs. 1000.00 (Rupees one thousand only) (Non refundable). The tender document to be downloaded from Bank's website [www.ucobank.com](http://www.ucobank.com). Cost of tender document is to be submitted with Bid in the form of Pay Order/Demand Draft in favour of UCO Bank, payable at Siliguri
- 6. Mode of submission of tender:** In sealed envelope, cover super scribed with trade and category applied for, NIT No., Date; Name & Address of the Bidder addressed to Zonal Manager, UCO Bank, Siliguri Zonal Office, Rajani Bagan, off Hill Cart Road, Siliguri, West Bengal 734001
- 7. List of documents to be submitted:**
  - All documents as stipulated / instructed / mentioned in RFP
  - Duly signed RFP in all pages.
  - Tender cost in the form of Pay Order / DD.
  - Duly Filled up and signed Integrity Pact.

For any clarification, following are to be contacted:  
Officer In-charge, General Administration Department  
UCO Bank, Siliguri Zonal Office  
Email: [zosuri.gad@ucobank.co.in](mailto:zosuri.gad@ucobank.co.in)







### General Terms and Conditions

- (i) Each page of pre-qualification document shall be duly signed by the Applicant or his authorized representative.
- (ii) If the application is made by a partnership firm, a certified copy of the partnership deed, Certificate of Registration, current address of the firm and the full names and current addresses of all the partners of the firm shall also accompany the application.
- (iii) If the application is made by a limited company it shall be signed by a person duly authorized by the Board of Directors of the Company. A copy of the Authorization document complying with the above to be enclosed.
- (iv) The decision of the Bank to accept or reject any application will be final. Empanelment will be subjected to satisfactory physical inspection (if required).
- (v) The Bank reserves the right to reject any or all application without assigning any reason.
- (vi) In case the applicant's close relatives are associated with the Bank, details like name, designation etc. should be furnished and informed. Non-disclosure of such critical information will lead to disqualification as and when it comes to light at a future date.
- (vii) Empanelment does not give any guarantee for allotment of any work.
- (viii) **Rejection of bid:** The bid is liable to be rejected if
- Tenders not received in sealed envelopes or without tender cost
  - The documents are not in conformity with the instruction mentioned in this tender document.
  - If it is received after expiry of the due date and/or time.
  - If the tender document is evasive and contains incorrect information.
  - If there is canvassing of any kind
  - If the tender document is submitted anywhere other than the tender box or to the addressee.
  - If the Bidder does not fulfilling the eligibility criteria as mentioned in 'Eligibility Criteria.
  - If the tender/R.F.P is conditional.
  - If there is any conflict of interest between the bank and Tenderer/Bidder.
- (ix) **Evaluation of application:** The applications shall be examined so as to ascertain whether the applications:
- Meet the eligibility requirements.
  - Have been properly prepared and signed.
  - Contain all the details called for and are in proper format.
  - Are accompanied by required authorization, and are otherwise generally in order.
- (x) **Validity of empanelment:** The will be valid for three (3) years from the date of issue of confirmation letter.
- (xi) **Confidentiality:** offers must undertake that they shall hold in trust any Information received by them, under the Contract / Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder must also agree
- To maintain and use the Information only for the purposes of this Contract / Agreement and only as permitted by the Bank.







- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original.
  - To restrict access and disclosure of information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this clause.
  - To treat all Information as confidential information.
- (xii) **De-listment:** The Bank may de-list the empanelment due to following reasons:
- Job not started in time.
  - Job not completed within stipulated time.
  - Certification of poor workmanship.
  - Certification of poor quality work.
  - Non-participation in tender process.
  - Non-submission of documents.
  - Submission of wrong information during empanelment
  - Sublet and/or transfer the contract to other party
  - Any other reason Bank may feel appropriate.
- (xiii) **Court of jurisdiction:** contract executed shall be governed by and construed in accordance with the Laws of India for the time being in force and all the dispute(s) or difference(s) arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts at Siliguri.
- (xiv) **Dispute resolution mechanism:** The Vendor and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in The following manner
- a) The party raising a dispute shall address to the other Party a notice in writing requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
  - b) The matter will be referred for negotiation between designated officials of the Bank / Purchaser and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of five (5) days.
  - c) In case any dispute between the Parties, does not Settle by negotiation in the manner as mentioned above, the same shall be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Siliguri and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re- enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
  - d) The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document. The arbitrators shall hold their sittings at Siliguri.





e) The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Siliguri alone shall have the jurisdiction in respect of all matters connected with the Contract / Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides. The bidder shall not be entitled to suspend the service/s or the completion of the job, pending resolution of any dispute between the parties and shall continue to render the service/s in accordance with the provisions of the Contract/Agreement.

(xv) **Integrity Pact:** Bidder / vendor have to furnish integrity pact as per banks format along with the bid.

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

#### A. EMPANELMENT OF VENDORS CONTRACTORS UNDER VARIOUS TRADES

Applications are invited from bona fide contractors for empanelment in various financial categories of following trades

Sl No	Type of work	Financial outlay per reference
1.	Furnishing work including repairing of furniture	<p><b>Category-A:</b> up to Rs.5 lacs</p> <p><b>Category-B:</b> more than Rs.5 lacs &amp; less than Rs.10 lacs</p> <p><b>Category-C:</b> more than Rs.10 lacs &amp; less than Rs.25 lacs</p>
2.	Electrical work including Operation/ Maintenance/ repairing of electrical installations.	<p><b>Category-A:</b> up to Rs.5 lacs</p> <p><b>Category-B:</b> more than Rs.5 lacs &amp; less than Rs. 10 lacs</p> <p><b>Category-C:</b> more than RS. 10 lacs &amp; less than Rs.25 lacs</p>
3.	Air-conditioning work including Operation / maintenance services of	<p><b>Category-A</b> up to Rs.5 lacs</p> <p><b>Category-B:</b> more than Rs.5 lacs &amp; less</p>



	standalone (windows/split / cassette / tower) air-conditioning units	than Rs.10 lacs <b>Category-C:</b> more than Rs.10 lacs & less than Rs.25 lacs
4	Civil work including repairing of premise	<b>Category-A</b> up to Rs.5 lacs <b>Category-B:</b> more than Rs.5 lacs & less than Rs.10 lacs

Fixing of financial outlay For Furnishing Work / Electrical Work / Air Conditioning Work has been done On the basis of job/work order value (per reference basis).

#### **A.1. ELIGIBILITY CRITERIA FOR EMPANELMENT OF CONTRACTORS UNDER VARIOUS TRADES**

- Applicants for empanelment in a trade should have at least five(5) year's experiences in execution of similar work in Banks / Govt. / Public Sector / reputed Private Sector organizations in respective trades.
- Experience of having successfully completed similar work during last seven years ending last day of the month previous to the one in which application ore invited should be either of the following:
  - Three similar completed works costing not less than the amount equal to o 40% of respective upper limit of financial category.  
Or
  - Two similar completed works costing not less than the amount equal to 50% of the respective upper limit of financial category  
Or
  - One** similar completed work costing not less than the amount equal to 80% of the respective upper limit of financial category.
- Average annual financial turnover during the least three years, ending 31st March of the previous financial year, should be at least 50% of the upper limit of the respective financial category.
- Valid PAN & GST registration NO.
- The applicants should have their local office / establishment within the geographical area of Siliguri Zone (i.e.Birbhum, Murshidabad, Malda, Uttar Dinajpur, Dakshin Dinajpur, Jalpaiguri, Darjeeling, Kalimpong, Coochbehar, Alipurduar districts of West Bengal and entirety of Sikkim State)*
- Contractors applying for the trade of Electrical work should possess a valid Electrical contractor's license, issued by the Govt of West Bengal or Govt of Sikkim in the name of the contractor or employee of the Company. Photocopy of such license should be submitted with the application.

#### **A.2. GENERAL INSTRUCTIONS FOR GUIDANCE OF APPLICANTS IN RESPECT OF EMPANELMENT OF CONTRACTOR:**

- Applications must be submitted in Bank's prescribed format only (as per Annexure I). Application in any other form will not be considered.





- b) No applicants can apply for more than one financial category in a particular trade of work or services. If a contractor applies for more than one financial category in a particular trade of work or services. Any application for higher category will be summarily rejected.
- c) Applicants for the trade of furnishing form must be capable to undertake plumbing works.
- d) Contractors / vendors applying for the trade of Operation / maintenance services of air conditioning machines should have vast Sound experience in operation & maintenance of all kinds of standalone air-conditioning units.
- e) Bank reserves the right to visit the establishment / workshop of applicants of any trade before finalisation of empanelment.
- f) The Bank reserves the right to accept or reject any application without assigning any reason thereof.
- g) Contractors have to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under 'such laws. Contractor should ensure accurate transaction retails, as required by GST act, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by contractor and d e tails available with UCO Bank, then payments to contractor to the extent of GST relating to the invoice/s under mismatch will be retained I from due payments till such time the accurate tax amount is finally reflected in the GSTN to UCO Bank's Account and is finally available to UCO Bank in terms of GST laws and that the credit of GST so taken by UCO Bank is not required to be reversed at a later date along with applicable interest.
- h) Additional sheet of papers may be used for submitting the applications, wherever space in the format is found inadequate.
- i) Bank reserves the right to call for report from the existing clients of the applicant, if required.

### **A.3. DOCUMENTS TO BE SUBMITTED**

- a) The list of similar work executed in last seven years in Bank's / Govt. Departments / Public Sector Organizations / Reputed private Sector Organizations along with completion certificates / Purchase Order / Work Order mentioning therein the details of work value & dote of completion. (As per Annexure I & II).
- b) Photocopy of required documents in support of Eligibility Criteria.
- c) The documents should be provided strictly in line with 'Eligibility Criteria'. Submission of undesirable documents should be avoided.
- d) Copies of PAN card, GST registration certificate, Trade Licence and any other registration certificates/licences, as may be necessary, as per Rules of local Statutory Authorities.
- e) Audited account and Balance Sheet for last three years. (for category — 'B & C of all trades)







- f) Name and Address of Bankers with Solvency certificate (for category — 'C of all trades)
- g) Key personnel employed (as per Annexure IV) for all category of all trades.
- h) Duly filled up integrity pact on stamp paper as per banks format as per Annexure-VIII along with bid.







Annexure I

Tender Application (on letter head)

SUB: APPLICATION FOR EMPANELMENT OF \_\_\_\_\_ UNDER  
FINANCIAL CATEGORY \_\_\_\_\_.

The Zonal Manager,  
Siliguri Zone  
UCO Bank

Dear Sir,

This is in response to your tender no ..... dated .....

Having examined the Tender document, we hereby submit all the necessary information and relevant documents for empanelment as.....under financial category.....

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

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

Signatures with seal/capacity

Date :

Encl.:

- Schedules duly filled in the prescribed form.
- Tender cost (non-refundable) in the form of Demand Draft for Rs.1,000.00 (Rs. One thousand only) favoring UCO Bank, payable at Siliguri .
- (Enclose and mention other documents and Annexure)



**Annexure II**

**DETAILS OF ORGANISATION GENERAL INFORMATION**

Trade:

Financial Category:

Sl No.	Particular	Details
1	Name of Company / Firm	
2	Registered Address of the Company with Telephone No., FAX & E-mail ID	
3	Local address of the company in with Telephone No., FAX & E-mail ID	
4	Year of Establishment	
5	Status of the Company (whether Proprietary / private Ltd. / Public Limited/ Co-operative Society/ Public Sector / Autonomous body/ Govt. Department)	
6	Name of the Proprietor / Directors/ Partners / controlling body	
7	Nome and Address of Bankers	
8	Solvency certificate Enclosed (From at least one Banker in a sealed envelopemarked confidential) (Applicable for category C)	Yes / No
9	GST No	
10	Whether assessed for Income Tax? If so, please mention the Permanent Account Number	
11	For electrical work and electrical maintenance work	
11.a	Electrical License No. and validity	
11.b	Name of issuing Authority	
11.c	Name of the license holder	





	and in what capacity the license holder is engaged with the company	
11d	Audited Balance Sheet with Profit & Loss account for last three years in case of applicants applying for the financial category B & above for the years 2019-20, 2020-21, 2021-22 attached?	Yes / No
12	Whether empanelled with other PSU Banks Govt. Depts. / PSUs / Autonomous bodies.	Yes / No
12.a	Name of the Organisation	
12.b	Date of Empanelment	
12.c	Validity/ Trade/Services/Financial Institution	
13	Names & addresses with contact details of three responsible persons who will be in a position to certify about the quality as well as past performance of your organization	i.  ii.  iii.

The particulars furnished in the application are true to the best of my/our knowledge & belief. I/we understand that if any of the particulars is found incorrect, even at a later stage, my/our empanelment will be cancelled.

Signature of applicant (with seal)

Date:







**Annexure III**

**Detailed Particulars For The Works Done In The Past Five Years**

Sl No	Nome of work/Proje ctwith address	Short descriptio n of work execute d	Nome & address of employ er	Value of work execute d	Stipulated time of completio n	Actual time of completio n

Furnish photocopy of credentials

Signature of applicant (with seal)









Annexure V

OTHER RELEVANT INFORMATION

Sl No.	Work Force	Numbers	Years with the firm	Remarks
1	Masons			
2	Carpenters			
3	Mechanics			
4	Electricians			
5	Helpers			
6	Others			

Signature of applicant (with seal)



Annexure VI

WORKSHOP / LOCAL OFFICES

Sl No.	Location / Address	Type of premise (rented / owned)	Type of facility (office / workshop/ store)

Signature of applicant (with seal)



Annexure VII

**SPECIMEN FORMAT FOR LETTER OF UNDERTAKING & INDEMNITY**

(To be executed on non-Judicial stamp paper of requisite value)  
(on Company's Letter Head)

To  
UCO Bank  
Siliguri Zonal Office  
Siliguri, West Bengal, 734001

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 in our letter dated..... agreeing to appoint us as vendor/ Contractor for..... 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 defence of an indemnifier.



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

Dated, this.....day of.....20

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





**Annexure VIII**

**SPECIMEN FORMAT OF INTEGRITY PACT**

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

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

And

..... Hereinafter referred to as "The Bidder/Contractor

**PREAMBLE**

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

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

**SECTION 1 - COMMITMENTS OF THE BANK.**

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

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

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







## **SECTION 2 - COMMITMENTS OF THE BIDDER(S) / CONTRACTOR(S)**

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

- a) The Bidder(s) contractor(s) will not directly or through any other persons of firm, offer promise or give to any of the Bank's employees involved in the tender process of the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage or during the execution of the contract.
- b) The Bidder(s) /Contractor(s) will not enter with other Bidders into any undisclosed agreement of understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. further the Bidder(s) / contractors will not use improperly for purposes of competition or personal gain, or pass on to others, any information or document provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s) / Contractor (s) of foreign origin shall disclose the name and address of the Agent/representatives in India, if any. Similarly the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign Banks, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractors(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
- e) The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

## **SECTION 3: DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS**

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







#### **SECTION 4 : COMPENSATION FOR DAMAGES**

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

#### **SECTION 5: PREVIOUS TRANSGRESSION**

- The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
- If the bidder makes incorrect statement on this subject he can be disqualified from the tender process and action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

#### **SECTION 6 : EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS/SUBCONTRACTORS.**

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

#### **SECTION 7 : CRIMINAL CHARGES AGAINST VIOLATED BIDDER(S) / CONTRACTOR(S) / SUB CONTRACTORS).**

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

#### **SECTION 8 : INDEPENDENT EXTERNAL MONITOR/MONITORS**

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







- c. The Bidder(s)/Contractor (S) accept that the Monitor has the right to access without restriction to all project documentation of the Bank including that provided by the Contractor.

The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s)/Contractor(s)/Subcontractors) with confidentiality.

- d. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- e. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act, in a specific manner refrain from action or tolerate action.
- f. The Monitor will submit a written report to the Chairman & Managing Director, UCO Bank within 8 to 10 weeks from the date of reference or intimation to him by the Bank and should be occasion arise, submit proposals for correction of problematic situations.
- g. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the UCO Bank.
- h. If the Monitor has reported to the Chairman & Managing Director, UCO Bank a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, UCO Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- i. The word "Monitor" would include both singular and plural.

#### **SECTION 9: PACT DURATION**

This pact begins when both parties have legally signed it, and expires for the contractor is 10 months after the last payment under the contract. If any claim is made lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director, UCO Bank.

#### **SECTION 10 - OTHER PROVISIONS**

- a. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Bank i.e. Siliguri
- b. Changes and supplements as well as termination notices need to be made in writing.







- c. If the Contractor is partnership or a consortium, this agreement must be signed by all partners or consortium members.
- d. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For and on behalf of the Bank)  
Bidder / Contractor)

(For and on behalf of the

(Office Seal)  
Place: Siliguri  
Date:

(Office Seal)  
Place: Siliguri  
Date:

Witness: (Name & Address)

Witness: (Name & Address)

