

यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honours your trust

HO/GAD/4417 /2021-22

Date: 08/03/2022

**Sub: Notice Inviting tender for providing services of YOGA Instructor at 'UCO House' at 1/1 Alipore Avenue, KOLKATA**

Dear Sirs,

Sealed Tenders are invited from reputed man power agencies/services providers to provide the services of Yoga Instructor on outsource basis through suitable placement agency for our residential building 'UCO House' at 1/1 Alipore Avenue, Kolkata-27 as per enclosed tender documents. Sealed quotations are invited for the above-mentioned work on monthly contract basis.

**1) Earnest Money Deposit (EMD) :** a) Rs.,3000/- (Rupees Three Thousand) only payable by Demand Draft drawn in favour of "UCO Bank" payable at Kolkata.

b) EMD of unsuccessful bidders will be released (without any interest) against their request letter after issuing work order to the identified bidders .

c) EMD of L-1 bidders will be released (without any interest) after submission of Performance Bank Guarantee.

d) However, if Successful bidder withdraws their bid before submission of Performance Bank Guarantee, UCO Bank will have the right to forfeit the Earnest Money Deposit without making reference .

**2) Last Date, Time & Place of submission of Offer:** 29.03.2022 upto 4:00 P.M in Head Office, General Administration Department at 2<sup>nd</sup> Floor, 10 BTM Sarani, Kolkata-700001.

**3) Opening Date, Time & Place:** Part-I of the quotations will be opened on 30.03.2022 at 11:00 A.M in Head Office, General Administration Department at 2<sup>nd</sup> Floor, 10 BTM Sarani, Kolkata-700001. However, price bids will be opened on same date or at a later date upon vetting of Technical bids and date of opening will be informed to all eligible bidders well in advance.)

UCO Bank, General Administration Department, Head Office, 2<sup>nd</sup> Floor, Kolkata – 700 001 Phone: 033 44558099/7383 E-mail: [hogad.calcutta@ucobank.co.in](mailto:hogad.calcutta@ucobank.co.in)



यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honours your trust

**4) Cost of Tender Documents:** A non-refundable amount of **Rs.250/-** (Rupees Two Hundred and Fifty only) payable by Bank Draft in favour of "UCO Bank" payable at Kolkata.

**5) Validity of quotation:** 90 (Ninety) days from the date of opening.

**6. Submission of quotations:** Quotation must be submitted in two part. A) part-I( Technical Bid) & B) Part-II (Price bid) as detailed herein under otherwise tender will be rejected.

**A) List of documents to be submitted in PART - I**

- The Applicant shall have a registered office or one of the branch must be located in Kolkata.
- Man power agencies/services providers should be registered with appropriate registration authority.
- The Applicant shall have at least three year experience in providing man power services to public sector banks/companies/ government organisation/any reputed organisation.
- Copies of Valid PAN card, Trade License, GST registration certificate and Copies of valid PF and ESIC registration certificates
- Due signed tender document
- EMD & Tender Cost
- Integrity Pact – Annexure A
- Application – Annexure- B

**7. Mode of Submission of Tender:**

- In **First Sealed Cover** super scribed with **PART- I**. Any condition stipulated in Part-I will not be accepted.
- In **Second Sealed cover** super scribed with **PART- II- Price Bid**



यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honours your trust

3. In **Third Sealed Cover** super scribed with Name of work, NIT No, Date, Name & Address of the Bidder will comprise of both First Sealed cover (**PART- I**) and Second Sealed Cover (**PART- II**).

The bank is not bound to accept the lowest or any bid and reserve the right to reject any or all bids at any point of time prior to issuance of work order without assigning any reason what so ever and without any cost and compensation.

The Bank reserve the right to resort to re-tender without providing any reason whatsoever. The bank shall not incur any liability on the account of such rejection.

UCO Bank reserves the right to accept/cancel any or all the Offers received in response to this notice without assigning any reason thereof.

Chief Manager (GA)

Encl1) Scope of work, 2) General Terms & Conditions,3) Price Bid



यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honours your trust

---

**Technical Requirement of Man Power deployed :**

- He/She should be above 18 years of age and not exceeding 45 years
- The minimum Educational Qualification and responsibility for the candidates to be engaged is as under
  - (a) Master Degree in Yoga/ Degree in yoga & naturopathy from a recognized university.  
Or  
Regular one year diploma/degree in Yoga from a recognized university or an institute of reputed at National level.  
Or  
500 hours yoga teacher training Certificate from reputed and recognized Yoga Alliance registered school/institute.
  - (b) Two years post qualification professional working experience in well established reputed yoga Institute/ Yoga therapy center/ Health club/ Hospitals
  - (c) Good communication skills in English & Hindi

The above mentioned qualification, experience is subject to change depending upon the availability and suitability of the candidate at the discretion of bank.

**Scope of work –**

Yoga Instructor will demonstrate and train our officers/executive for one- two hour every day in the morning. In case of absence/leave, alternate yoga instructor shall be deployed.

Yoga Session should contain Both Physical and mental fitness.





यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honours your trust

---

**Terms & Conditions of work:**

1. Successful contractor/s has/have to submit valid license of worker/s issued by Appropriate Authority .

**2 Contract Period:** Contract shall be for a period of one (one) years from the date of execution of Agreement. However the period of contract may be extended for 2 (1+1) years subject to satisfactory performance of duty. The contract can however, be terminated by UCO Bank by giving a notice of 30 (thirty) days without assigning any reason whatsoever, thereof without any cost or compensation.

**3** The contractor must not assign and/or transfer the contract. He/She/they must not sub-let any portion of the contract except with the written consent of the UCO Bank failing which the UCO Bank may rescind the contract and the performance security by way of Irrevocable Bank Guarantee shall be invoked and forfeited at the absolute discretion of UCO Bank .

**4.** The entire financial liability in respect of manpower services deployed in the institution shall be that of Manpower Service Provider and Bank will in <sup>no</sup> way be liable. It will be the responsibility of Manpower Service Provider to pay to the person deployed a sum not less than the rate quoted in the financial bid.

**5.** For all intent and proposes, The manpower Service provider shall be the "Employer" within the meaning of different Rules & Act in respect of manpower so deployed. The person deployed by the man power service provider shall not have any claim whatsoever like employer and employee relationship against the bank.

**6.** The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of dispute relating to the person deployed. The bank shall. In no way, be responsible for settlement of such issues whatsoever.

**7.** The Bank shall not be responsible for any financial loss or any injury to person deployed by the manpower service provider in the course of their performing the duties or payment towards any compensation.



यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honours your trust

8. The person deployed shall not claim any benefit or compensation or observation or regularization of deployment with bank under the provision of rules and Acts. **Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.**

9. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to the minimum wages, ESI payable to different types of worker in respect of person deployed.

**10 Irrevocable Performance Cum Security Bank Guarantee:** Successful Bidder will have to submit an Irrevocable Performance Cum Security Deposit by way of Bank Guarantee @ 10% of the total initial yearly contract value prior to or at the time of execution of the Agreement which will be valid for three years with a claim period of further three months. The Bank Guarantee to be issued by any Nationalized Bank or any scheduled commercial Bank banking in India other than UCO Bank or its subsidiary, as per Bank's format (will be issued to successful bidder later on).

**11 Execution of Agreement:** Successful Tenderer/Bidder shall have to execute an Agreement with the Bank in non-judicial stamp paper of requisite value as per Bank's Format (will be issued to successful bidder later on).

**12 Indemnity:** The successful tenderer who will be awarded work, shall furnish Bond of Indemnity in favour of UCO Bank, as per Bank's Format ((will be issued to successful bidder later on) , on or before date of execution of Agreement.

**13. INTEGRITY :** Successful Tenderer/Bidder has to execute Integrity Pact as per Bank's format on Non-judicial Stamp Paper of appropriate value.

**14** On award of work, the Manpower Service Provider will furnish to UCO Bank full particulars of the staff to be deployed on the work including copy of license and issue / obtain identity cards, which shall be carried by them throughout the time of their duty. The security staff of UCO Bank shall have right to check or interrogate to any of the Manpower Service Provider's staff while entering / leaving the premises.



यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honours your trust

15. The staff provided by the Manpower Service Provider shall be disciplined, polite and courteous. They shall not misbehave with any UCO Bank staff and officer and shall not engage themselves in any unlawful activities in the premises. The contractor shall be fully responsible for any theft, burglary, fire or any other mischievous deeds of his/her/their staff and compensate UCO Bank accordingly and shall replace any staff if asked for by UCO Bank.

**16. Termination of Contract:**

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

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

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

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

16.3. When the UCO Bank gives notice of a breach of contract to the Successful Tenderer/Bidder for a cause other than those listed above, the UCO Bank shall decide whether the breach is fundamental or not.





यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honours your trust

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

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

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

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

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

b. In case the dispute(s)/difference(s) is not resolved by amicable settlement, the matter will be referred for informal negotiation between Bank and the Vendor. The matter shall





यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honours your trust

then be resolved by them and the agreed course of action shall be documented within a further period of 30 days.

c. The parties agree that if the dispute (s)/ difference (s) between the parties is not settled by negotiation in the manner described hereinabove, the same shall be resolved through sole arbitrator appointed by the bank. The place of arbitration shall be at Kolkata.

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

**18. Governing Laws & regulation:** All legal proceedings shall be under the jurisdiction of courts situated in Kolkata, West Bengal and according to the Law of the country i.e. India.

**19. It is mandatory to pay P.F,ESIC,Bonus by the Successful Tenderer/Bidder to his employees as per rule.**

**20.** Successful Tenderer/Bidder/s has/have to submit documents related to P.F,ESIC etc. of his/her/its/their employees to the Bank within one month from the date of acceptance of work Award.

**21.** Successful Tenderer/Bidder/s will adhere to the Govt. guidelines on payment of , P.F, ESI,Bonus etc. as per Govt. guidelines being issued time to time.

**22.** Successful Tenderer/Bidder/s has/have to pay monthly to his/her/its/their worker/s as per Form XVII (See rule 78(2)(a) Register of wages) in presence of Bank's Official and the wages voucher must be authenticated by Bank's official **or** monthly wages may directly credited to worker's Bank's account .

**23. Terms of Payment:** Payment of service contract charges will be made by General Administration Deptt, UCO Bank, Head Office against monthly bill to be raised by the Successful Tenderer/Bidder after satisfactory completion of service in each month. For



# यूको बैंक



# UCO BANK

सम्मान आपके विश्वास का

Honours your trust

non-attendance of operating/maintenance personnel on any day, penalty at the rate of double the pro-data rate will be deducted from monthly bill of the Successful Tenderer/Bidder. Successful Tenderer/Bidder has to submit the following documents with monthly bill for making payment in each month. Other statutory deductions like income tax etc will be deducted from your monthly bill as per rule.

- a) Copy of Service card/attendance sheet duly signed by Bank official .
- b) Copy of wages voucher duly signed by the worker along with copy of Bank's account statement/details of the worker showing payment to workers of the Successful Tenderer/Bidder/s
- c) Doccumetary evidence of P.F & ESIC Statement.

**24. Taxes:** GST on service contract charges will be paid extra against monthly bill at the rate prevailling at the time of payment of the bill.

Additional Terms & Condition on Taxes is are as follows:

- Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure
- accurate transaction details, as required by GST laws, are timely uploaded in GSTN1. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with UCO Bank, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time the accurate tax amount is finally reflected in the GSTN to UCO Bank's Account and is finally available to UCO Bank in terms of GST laws and that the credit of GST so taken by



# यूको बैंक



# UCO BANK

सम्मान आपके विश्वास का

Honours your trust

UCO Bank is not required to be reversed at a later date along with applicable interest.

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

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

25. Successful Tenderer/Bidder/s has/have to furnish an Undertaking for compliance of the Provisions of the Contract Labour (Regulation & Abolition) Act, 1970, Rules and other laws as applicable as per Bank's format as per Annexure-F.

## Other Terms & Conditions

### **INDEPENDENT SERVICE PROVIDER**

- a. Employees, agents and representatives of Service Provider shall perform all services hereunder as an Independent Service Provider on a non-exclusive basis and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or, master and servant or, employer and employee between the parties hereto or any affiliates or subsidiaries thereof or, to provide either party with the right, power or authority, whether expressed or implied to create any such duty or obligation on behalf of the other Party. The Service Provider shall acknowledge that its rendering of services is solely within its own control subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of the UCO Bank or any subsidiary or affiliate thereof.

UCO Bank, General Administration Department, Head Office, 2<sup>nd</sup> Floor, Kolkata – 700 001 Phone: 033 44558099/7383 E-mail: [hogad.calcutta@ucobank.co.in](mailto:hogad.calcutta@ucobank.co.in)





# यूको बैंक



# UCO BANK

सम्मान आपके विश्वास का

Honours your trust

- b. The Service Provider's personnel, employees etc have no authority/right to bind the customer in any manner. It is also clarified that the personnel or employees being provided by the Service Provider shall be employed solely by them and governed by terms of the Service Providers employment and the he will be solely responsible and liable in the event of any adverse claim of whatsoever nature made on the UCO Bank by the employees of the Service Provider.
- c. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. of the Vendor, for any assignment under this Agreement/Contract. The Service Provider shall be responsible for payments of all statutory dues with respect to each of its personnel/employees/Contractor/Sub-contractor engaged by it to render service under this Agreement/Contract with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Maternity Benefit Act, 1961, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Contract Labour Law etc. No dues/contributions under any future law, labour legislations, as applicable, are payable by the Bank with respect to the Vendor personnel/employees/Contractor/Sub-contractor. The Service Provider will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees/Contractor/Sub-contractor of under applicable labour legislations. The Service Provider shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of your employees, agents, etc. However, the Service Provider would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

Thanking you,

Yours faithfully,  
Chief Manager(GA)

UCO Bank, General Administration Department, Head Office, 2<sup>nd</sup> Floor, Kolkata – 700 001 Phone: 033 44558099/7383 E-mail: [hogad.calcutta@ucobank.co.in](mailto:hogad.calcutta@ucobank.co.in)



# यूको बैंक



# UCO BANK

सम्मान आपके विश्वास का

Honours your trust

## Price Bid

Price Bid for Yoga Operator at 'UCO House' at 1/1 Alipore Avenue , KOLKATA

Si No.	Man power	Monthly Remuneration					
		* Take Home remuneration Per Month	EPF	ESI	Other Statutory If any	Service Charges**	Total Per Month***
	Yoga Instructor						20000/-

\* The Selection will be made based on maximum value of take home remuneration taking all together of the posts

\*\* The bidder is required to quote the price (service charges) which is reasonable and commercially feasible. The price offered towards service charges by the agency should not be unreasonable.

\*\*\* The total remuneration of the above man power per month is fixed which is inclusive of all statutory/ taxation liabilities in force at the time of submission of the financial bid.

GST will be paid extra as applicable

Date :

Place:

Signature of authorized person

Full Name :

Seal :

Signature of Bidder with seal

UCO Bank, General Administration Department, Head Office, 2<sup>nd</sup> Floor, Kolkata – 700 001 Phone: 033 44558099/7383 E-mail: [hogad.calcutta@ucobank.co.in](mailto:hogad.calcutta@ucobank.co.in)



यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honours your trust

**ANNEXURE-A**

**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.





# यूको बैंक



# UCO BANK

सम्मान आपके विश्वास का

Honours your trust

## 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.



# यूको बैंक



# UCO BANK

सम्मान आपके विश्वास का

Honours your trust

- (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-bidder(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-bidder(s).

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



# यूको बैंक



# UCO BANK

सम्मान आपके विश्वास का

Honours your trust

## 5.4 Agents / Agency Commission

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

## 6. Previous Transgression

UCO Bank, General Administration Department, Head Office, 2<sup>nd</sup> Floor, Kolkata – 700 001 Phone: 033 44558099/7383 E-mail: [hogad.calcutta@ucobank.co.in](mailto:hogad.calcutta@ucobank.co.in)





यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honours your trust

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

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

## 7. Company Code of Conduct

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

## 8. Sanctions for Violation

8.1 If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

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

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

(iii) To immediately cancel the 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.



# यूको बैंक



# UCO BANK

सम्मान आपके विश्वास का

Honours your trust

(iv) To encash EMD /security deposit/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.

## 9. Compensation for Damages

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

9.2 If the Buyer has terminated the 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 security deposit/ advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

## 10. 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.

## 11. Independent External Monitor(s)

UCO Bank, General Administration Department, Head Office, 2<sup>nd</sup> Floor, Kolkata – 700 001 Phone: 033 44558099/7383 E-mail: [hogad.calcutta@ucobank.co.in](mailto:hogad.calcutta@ucobank.co.in)



# यूको बैंक



# UCO BANK

सम्मान आपके विश्वास का

Honours your trust

11.1 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).

11.2 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.

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

11.4 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.

11.5 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.

11.6 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.

11.7 The word "**Monitor**" would include both singular and plural.

## 12. Law and Place of Jurisdiction

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

## 13. 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.

## 14. Integrity Pact Duration.





यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honours your trust

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

14.2 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 .

14.3 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.

#### 15 Other Provisions

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

15.2 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.

15.3 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.

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

16. 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.

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

18. The Parties here by sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_



यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honours your trust

(Seller/Bidder) and \_\_\_\_\_ on \_\_\_\_\_ (Buyer)

BUYER  
/SELLER\*

BIDDER \*

Signature:

Signature:

General Manager/Dy G M,

Authorized Signatory (\*)

UCO Bank ,

.....Division

Place:

Place:

Date:

Date:

Witness 1:

Witness 2:

(Name & Address)

(Name & Address)

16

यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honours your trust

**ANNEXURE-B**

**Format of Application**

**Application for:**

Reputed man power agencies/services providers to provide the services of Yoga Instructor on outsource basis through suitable placement agency:

- 1) Name of Firm:
- 2) Address: a) Office :  
b) Kolkata Office Address :
- 3) Name & Tele no. of Directors/Partners/Proprietor/Contact Person :
- 4) Email:
- 5) Year of Establishment :
- 6) a) Trade License No.& date :  
b) GST Regn. No :  
c) PAN No :  
d) ESI & EPF registration





यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honours your trust

7) Annual Turnover/sales during past years ended on:-

31-3-2019

31-3-2020

31-03-2021

8- Whether the firm has provided the Yoga instructor to Government Deptt/ PSU/banks/other reputed organization, If yes name them:

(Signature of Applicant/ Authorized signatory)

**Note** Last date for submitting application is 29.03.2022 before 4.00pm.

UCO Bank, General Administration Department, Head Office, 2<sup>nd</sup> Floor, Kolkata – 700 001 Phone: 033 44558099/7383 E-mail: [hogad.calcutta@ucobank.co.in](mailto:hogad.calcutta@ucobank.co.in)

