

HO/GAD/ 556 /2020-21

dated 18.6.2020



UCO BANK

Head Office, General Administration Department

2nd Floor, 10 BTM Sarani, Kolkata-700001Email: hogad.calcutta@ucobank.co.in

Phone: 033-44557383/8099; Fax 033-22266459

Website <http://www.ucobank.com>

Sealed tenders are invited from interested Agencies for Providing Disinfection/Sanitisation Spray Service at different Head Office and Residential Buildings of UCO Bank at Kolkata.

PART-I (Technical Bid)

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP 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 RFP Document without assigning any reason whatsoever.

This document is prepared by UCO Bank for Providing Disinfection/Sanitisation Spray Service at UCO Bank Head Office and Residential Buildings at Kolkata . It should not be reused or copied or used either partially or fully in any form.

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 RFP 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 selected Bidder.

Notice Inviting Tender

A).UCO Bank invites sealed tender offers for **Providing Disinfection/Sanitisation Spray Service at different Head Office and Residential Buildings of UCO Bank at Kolkata.**

B) Salient Feature

Tender Reference	No HO/GAD/ 556 /20-21 dated 18.6.2020
Name of the work	Providing Disinfection/Sanitisation Spray Service at different Head Office and Residential Buildings of UCO Bank at Kolkata.
Cost of Tender Documents	Rs. 250.00 (Rupees Two Hundred and Fifty only) (Non refundable). The tender document to be downloaded from Bank's website www.ucobank.com . Cost of Tender Document is to be submitted with Technical Bid (Part-I of tender documents) in the form of Pay Order/Demand Draft in favour of UCO Bank, payable at Kolkata.
EMD	EMD: a) EMD of Rs.5,000/- (Rupees Five Thousand Only) must be submitted with Technical Bid (Part-I) in the form of pay order /demand draft in favour of UCO Bank, payable at Kolkata. b) EMD of unsuccessful bidders will be released (without any interest) against their request letter after acceptance of L.O.I by the identified bidders. c) EMD of L-1 bidders will be released (without any interest) after signing of Agreement. d) However, if Successful tenderer withdraws their acceptance of our L.O.I before signing of Agreement UCO Bank will have the right to forfeit the Earnest Money Deposit without making reference.
ISD (Initial Security Deposit)	2% of the contract value as Initial Security Deposit for the balance amount over and above the EMD, to be deposited by the Successful Bidder within 15 days after awarding the contract by way of Pay Order/Demand Draft.

Advertisement in News Papers and Bank's website on	19/06/2020
Pre Bid Meeting	Pre Bid Meeting will be held on Dd/mm/yyyy at 15.00 hours in UCO Bank, GAD, Head Office at 2 nd Floor, 10 BTM Sarani, Kolkata-700001 where issues relating to the tender will be discussed and clarifications, if any, will be furnished. Bidders are requested to attend the pre-bid meeting at their cost. The decision taken on Pre Bid meeting will be uploaded in Bank's website in form of corrigendum which will be the part of tender document.
Last Date & Time for Submission of Tender	10/07/2020 upto 14:30 PM at UCO Bank, GAD, Head Office at 2 nd Floor, 10 BTM sarani, Kolkata-700001
Date and Time of Opening Technical Bid i.e Part-I	10/07/2020 at 4:00 PM at UCO Bank, GAD, Head Office at 2 nd Floor, 10 BTM sarani, Kolkata-700001
Date of Opening of Financial Bid	Financial Bid (Part-II of tender) of those vendors who will be qualified against Part-I of Tender, will be opened at a later date and the same will be communicated to all eligible vendors.
Submission of Bids	Bid must be submitted in <u>Two Bid System</u>
Mode of submission of Two Bid System Tender:	<u>Sealed Tenders are to be submitted in two parts.</u> The envelope containing Part-I of tender should be super scribed clearly "Part-I (Technical Bid)" and the name of work whereas the separate envelope containing Part-II should be super scribed clearly "Part-II (Price Bid)" and the name of work. Both Part-I and Part-II should be sealed in a third envelop and should be super scribed clearly name of the work at top and will be addressed to 'The Dy. General Manager (GA), UCO Bank, General Administration Deptt, 2 nd Floor, 10 BTM Sarani, Kolkata-700001' and must be submitted on or before the date & time of submission of tender.
Contents of the Technical Bid (Part-I):	a. Cost of Tender & EMD b. Bidder's Covering letter c. Application Format as stipulated in RFP, (Annexure-II) d. Documents in support of all eligibility criteria e. Duly filled up Integrity Pact as per Annexure-III f. <u>All pages of this RFP as downloaded from the website duly signed by the authorized representative of the company on all pages including all Annexures.</u>
Contents of the Price Bid (Part-II)	Price Bid (Part-II) should contain only the Price of the work and item rates as per the bills of quantities and Technical Specification of the tender.
Validity of Tenders	90 (Ninety) days from the date of opening.
Address of Communication	Dy. General Manager, UCO Bank, GAD, Head Office, 2 nd Floor, 10 BTM sarani, Kolkata-700001
Contact Number	(033) 44558099 Email: hogad.calcutta@ucobank.co.in

C) Miscellaneous Items:

- 1) All the information relating to corrigendum if any, result of pre-bid meeting , selection of bidders to participate in Price Bid , name of L-1 bidders etc. will be uploaded in Bank's website which may please be noted. No separate newspaper notification will be issued in this regard.
- 2) Vendor's representatives will be allowed to be present during opening of bids at their cost.
- 3) In case date of pre-bid meeting, last date of receipt or opening of tender are declared as holiday, the respective date shall be treated as deferred and will be re-scheduled to next working day correspondingly.
- 4) It may be noted that the requirement given in this RFP is indicative only .
- 5) Tenders/offers through email will not be accepted.
- 5) Bank reserve the authority to accept or cancel any or all tenders without assigning any reason.
- 6) All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or there is any correction in Price Bid is not duly signed and dated by the bidder are liable to be rejected.

Dy. General Manager,
Head Office -GAD
UCO Bank, Kolkata

Eligibility Criteria

The Bidders must fulfill the following eligibility criteria to participate in the tendering process -

- a)** Must have either its registered office or operating office in Kolkata. (Self- Attested copy of documentary evidence in this respect to be enclosed.)
- b)** Must have appropriate Govt./Kolkata Municipality License for Sanitisation Spray/ Pesticides / Insecticides/ Chemicals for the purpose of Sanitisation Spray. (Self-attested copy of License to be furnished.)
- c)** Must have provided Sanitisation Spray/ Pesticides / Insecticides/ Chemicals Services to at least two Government/ semi-Government/ Public Sector Undertaking/ Corporate Clients during last three Financial Years i.e. 2017-18,2018-19 & 2019-20. (Self-attested copies of Work Orders/ Completion Certificates from the Employers to be furnished.)
- d)** Must have successfully completed sanitisation Spray Services of one work of at least for 75000 sq.ft area within last six months (Self-attested copies of Completion Certificate from the Employer to be furnished.)
- e)** The bidder must be registered under GST. (Self-attested copies to be furnished.)
- f)** The bidder should have PAN. (Self-attested copies to be furnished.)

Evaluation Criteria

- 1) Lowest Bid Value will be evaluated on lowest price @ per sq.ft per service rate offered by the bidder against Price Bid .

UCO BANK



REJECTION OF BID:

The bid is liable to be rejected summarily if:

- Tenders are not received in two parts in separate envelopes .
- It is not in conformity with the instruction mentioned in this tender document.
- If it is not accompanied by requisite tender cost and EMD as stated above.
- It is received after expiry of the due date and /or time.
- It is evasive and contains incorrect information.
- If there is canvassing of any kind.
- It is submitted anywhere other than the tender box or to the addressee.
- **If any indication of price/rate/charges is being found in Part-I of the tender.**
- If the tender/R.F.P is conditional.
- If there is any conflict of Interest between Bank and Tenderer at any stage.

Scope of work:

a) Disinfection/Sanitisation Spray service will be done monthly basis and/or as and when required, and will be continued for next 12 months at following locations:

- 1) UCO BANK, HEAD OFFICE-I I, AT DD, 3&4, SALT LAKE SECTOR-1, KOLKATA-700064
Details of Building:
Floor- G+7
Approx Total Area (Sq.ft)- 70,000 Sq.ft
Sanitization/Disinfection to be done on Monthly Basis.
- 2) UCO BANK, HEAD OFFICE- I, AT 10 BTM SARANI, KOLKATA-700001
Details of Building:
Floor- G+9
Approx Total Area (Sq.ft)-90000 sq.ft
Sanitization/Disinfection to be done on Monthly Basis.
- 3) UCO BANK BUILDING , AT 2, INDIA EXCHANGE PLACE, KOLKATA-700001
Details of Building:
Floor- G+3
Approx Total Area (Sq.ft)- 30000 Sq.ft
Sanitization/Disinfection to be done on Monthly Basis.
- 4) Bank Residential Building located at Alipore, Gariahat and Salt Lake area.
Sanitization/Disinfection to be done as and when required.

b) The Disinfection/Sanitisation Spray should cover all the places like space under the tables, chairs, almirahs, on and around the pile of files, wooden furniture, false ceiling, staircases, lift lobby, all toilets drain ducts, stores and any hidden space under the furniture and no space should be left unattended. Spraying of chemicals to control the infection of COVID-19.

c). The Chemicals, etc. used for Disinfection/Sanitisation Spray should not create adverse impacts on human health and must be approved by health department and should be approved by respective Govt Authority.

However, specimen Guidelines for Preparation of 1% sodium hypochlorite solution is as under:

Product	Available chlorine	1 percent
Sodium hypochlorite – liquid bleach	3.5%	1 part bleach to 2.5 parts water
Sodium hypochlorite – liquid	5%	1 part bleach to 4 parts water
NaDCC (sodium dichloro-isocyanurate) powder	60%	17 grams to 1 litre water

NaDCC (1.5 g/ tablet) – tablets	60%	11 tablets to 1 litre water
Chloramine – powder	25%	80 g to 1 litre water
Bleaching powder	70%	7g g to 1 litre water

d) Staff deployed by the agency should be trained in Sanitisation Spray work, and should be of good conduct, should be physically fit for the work and should not be suffering from any chronic or contagious diseases for carrying out the maintenance works.

e) Disinfection/sanitisation Spray Service can also be done at Bank's others Buildings at Kolkata and toilets, stairs, lifts & common area of above said buildings as per requirement on actual area basis (any sq.ft area as per Bank's requirement) and payment will be done on the basis of per sq.ft rate x sanitized area in sq.ft.

f). None of the deployed Staff should enter or remain in the bank premise beyond the specified time limits unless and absolutely necessary.

g). Service should be provided by the tenderer directly. Any attempt to sublet the work to any other party shall not be entertained.

UCO BANK

GENERAL TERMS & CONDITIONS

1 .Price and Taxes:

i) The price shall be firm and binding without any escalation through the contract period i.e.(Till Completion of Work).The prices (in Indian Rupees) should indicate All inclusive Price [i.e. basic price, transportation, consumables, labour etc] GST should be shown separately . If the Bidders fails to include them in the tender, no claim thereof will be considered by the Bank afterwards.

ii) Additional Terms & Condition on GST 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 that accurate transaction details, as required by GST laws, are timely uploaded in GSTN¹. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with UCO Bank, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time the accurate tax amount is finally reflected in the GSTN to UCO Bank's Account and is finally available to UCO Bank in terms of GST laws and that the credit of GST so taken by UCO Bank is not required to be reversed at a later date along with applicable interest.
- UCO Bank has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to UCO Bank for the fault of supplier shall be recovered by UCO Bank by way of adjustment in the consideration payable or otherwise.

- Supplementary invoices/debit note/credit note for price revisions to enable UCO Bank to claim tax benefit on the same shall be issued by Vendor 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 Vendor are found be to a black listed dealer as per GSTN rating system and further no payment shall be entertained.

2. Placement of Order/Letter Of Indent(LOI):

Bank will issue the LOI as per requirement accordingly with details terms & conditions.

3. Terms of Payment : Bank will not pay any advance. Payment of service contract charges will be made by General Administration Dept, UCO Bank, Head Office against monthly bill to be raised by the Successful Tenderer/Bidder after satisfactory completion of service and based on actual measurement in each month. For non-attendance of operating/maintenance personnel on any day, penalty at the rate of double the pro-rata rate per sq.ft. of sanitization will be deducted from monthly bill of the Successful Tenderer/Bidder. Other statutory deductions like TDS, etc will be deducted from your monthly bill as per rule.

However for any additional work as per direction of the Bank will be paid extra on the basis of per sq.ft rate x sanitized area in sq.ft

4. Execution of Agreement: The successful bidders will have to execute an Agreement with Bank in non-judicial stamp paper of requisite value purchased in favour of the vendor or UCO Bank and as per the draft of Agreement as per Annexure-I.

5. INTEGRITY: All Bidders have to execute Integrity Pact as per Bank's format as per **Annexure-III** on Non-Judicial Stamp Paper of appropriate value and submit with the tender documents.

6 INDEMNITY: The Vendor / bidder agrees to indemnify and keep indemnified, defend and hold harmless the Bank and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, litigation cost, reasonable attorneys fees), arising before or after completion of disinfection/sanitization spray service at different Head Office and Residential Buildings of UCO Bank at Kolkata, which result from or arise in connection with or are related in any way to claims by third parties arising out of or in connection with :-

- The Vendor's / bidder's breach of any of the terms and conditions, representations, warranties specified in the Agreement/Contract; infringement of Intellectual Property Rights of the Bank; acts or omissions of,

negligence, or misconduct by the Vendor/bidder; or its professionals, representatives, agents, security analysts, consultants and advisors.

- For the purpose of the Agreement, the vendor / bidder shall include the vendor / bidder, its personnel, employees, consultants, and / or other authorized persons.
- In no event shall the vendor/bidder be liable for claims arising from or in connection with the sole negligence or misconduct of the party seeking indemnification.
- The responsibility to indemnify set forth in this Clause shall survive the termination of this Agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof.
- The selected vendor/bidder has to furnish a letter of undertaking cum indemnity in Bank's favour as per the format (Annexure-IV) to be supplied by the Bank at the time of execution of the Master contract.

The Bidders shall also indemnify Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods/services, Software package or any part thereof in India and abroad.

In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods/services or any part thereof in India, the Bidder shall act expeditiously to extinguish such claims. If the Bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the Bidder of such claims, if it is made, without delay by fax/e-mail/registered post. Draft format given in Annexure-IV.

7. TERMINATION FOR DEFAULT(S)

Bank reserves its right to cancel the work/purchase order and/ or terminate this Agreement by giving 15 days' prior notice in writing to the Vendor without prejudice to its rights and contentions available under this Agreement or under the Law (s) for the time being in force in the following circumstances: -

- Unnecessary or unwarranted delay in execution of the work allotted.
- Delay in providing the requisite manpower at the Bank's site.
- The vendor violates any Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- Breach of trust is noticed during any stage of the consultancy assignment.
- The selected bidder commits a breach of any of the terms and conditions of the bid.
- The selected bidder goes in to liquidation voluntarily or otherwise.

- g) An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- h) If it is found at any stage that the bidder has concealed any important information or has submitted any false information or declaration particularly regarding any pending legal action or blacklisting status.
- i) If there is any conflict of interest.
- j) An attachment is levied or continues to be levied for a period of seven days upon effects of the contract.
- k) If fails to complete the assignment as per the time lines prescribed in the Purchase order/ Agreement and/or within the extension, if any allowed.

In addition to the cancellation of work order/termination of the master contract, the Bank reserves the right to appropriate the damages from the earnest money deposit (EMD) provided by the selected bidder and/or forfeit the Performance Bank guarantee furnished by the vendor. The Bank also reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract or any other contract/order.

Notwithstanding anything contained hereinbefore, Bank shall have the right to terminate the contract at any time at its own convenience by serving a prior written notice of 15 days to the vendor without assigning any reason and without cost or compensation therefor.

8. CONSEQUENCES OF TERMINATION: The Bank at its sole discretion shall invoke the Performance Guarantee, and the Indemnity furnished towards non performance/non Compliance of the terms and conditions of the work order/contract by the Contractor/Vendor, without prejudice to its rights and conditions available under the Law for the time being in force.

9. Date of Commencement of work: The work shall be deemed to be commenced from the date of receipt of work order or handing over of site whichever is later. The work should be started in consultation with General Administration Department, Head Office.

10. CONTRACT PERIOD: 12 (Twelve) Months from the stipulated date of commencement of the work.

11. DISPUTE RESOLUTION MECHANISM: The Vendor and The Bank shall endeavor 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 15 days.

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 Kolkata 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.

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 Kolkata.

The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement. 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.

12.GOVERNING LAWS AND JURISDICTION: This contract 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 Kolkata.

13.NOTICES: Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by either hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been

validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

14. PUBLICITY: Any publicity by the bidder in which the name of Bank is to be used should be done only with the explicit prior written permission of Bank. The Vendor shall not make or allow to make a public announcement or media release about any aspect of the Contract unless BANK first gives the Vendor its prior written consent.

15. FORCE MAJEURE: Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or 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 of the contract, such as:

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
3. Terrorist attack, public unrest in work area

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The bidder or 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.

Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

16. CONFIDENTIALITY: The bidder 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 has also to agree:

- To maintain and use the Information only for the purposes of this Contract/Agreement and only as permitted by 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 and

- To treat all Information as Confidential Information.
- Conflict of interest: The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

17. NON-TRANSFERABLE OFFER: This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process. There will not be any type of outsourcing.

The bidder should also submit an undertaking to the effect that he has not made any modification in the original copy of RFP and his bid would be liable for rejection for any violation of the above.

18. PERIOD OF VALIDITY OF BID: Bids shall remain valid for Ninety days after the date of bid opening prescribed by BANK. BANK holds the rights to reject a bid valid for a period Ninety days as non-responsive, without any correspondence. In exceptional circumstances, BANK may solicit the Bidder's consent to an extension of the validity period.

The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

19. ADDRESS OF COMMUNICATION: Offers/bid should be addressed to the address given in this RFP

20. PRELIMINARY SCRUTINY: BANK will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

BANK may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and BANK reserves the right for such waivers.

21. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER/BID: BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. BANK has the right to re-issue tender/bid.

BANK reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

22. Bank reserves the right to the following:

Bank reserves its rights, without giving any reason whatsoever and without any cost or compensation therefor, to,

- Reject any or all proposals received in response to the RFP
- Reject the proposals received in response to the RFP containing any deviation from the payment terms as stipulated in RFP.
- Waive or Change any formalities, irregularities, or inconsistencies in RFP.
- Extend the time for submission of proposal.
- Modify the RFP document, by an amendment that would be notified on the Bank's website.
- Independently ascertain information from the Banks and other institutions / companies to which the bidder has already extended IFRS / Converged Indian Accounting Standards (IND-AS) services for similar assignment.
- Modify the time period stipulated above for completion of assignment during the execution of assignment if it deems fit.

23. Forfeiting of Bid Security/EMD: The Bid security/EMD may be forfeited: -

- a) if a Bidder withdraws its Bid during the period of Bid validity specified in the RFP
or
- b) if it was found that the successful Bidder had made any statement or had enclosed any documentary evidence which turns out to be false/incorrect at any time till the bank's final settlement of the bills submitted by the bidder, for the audit assignment undertaken by the bidder.
- c) The bid security amount will be forfeited if the vendor refuses to accept work order or having accepted the work order fails to carry out his obligations mentioned therein.

Dy. General Manager,
Head Office -GAD
UCO Bank, Kolkata

ANNEXURE-I

Draft Agreement

Article of agreement made this _____ day of _____ 201

between the "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 and successors) of the "ONE PART and M/s having its registered office at (herein after called "The Vendor") of the other part, which expression should include its successor/s and assignee/s.

Whereas the Bank is desirous of executing Contract for at UCO Bank (hereinafter called "Bank")

And whereas the said work as mentioned in the work order have been accepted and signed by and on behalf of the Vendor.

And whereas the vendor has agreed to execute upon and subject to condition set forth herein and work order, General conditions of contract, special condition of contract, including all other conditions as mentioned, in the work order, specifications and all correspondence exchanged by or between the parties from the submission of tender till the award of work, both letter inclusive, (all of which are collectively hereinafter referred to as " the said conditions") the work described in the said specification and included in the tender at the rates therein set for in UCO Bank Work Order No..... dated2020 and amounting to plus GST at applicable rate .

NOW IT IS HEREBY AGREED AS FOLLOWS:

The following documents attached hereto shall be deemed to form an integral part of this Agreement:

- (a) Work order letter no-..... dated
- (b) R.F.P.(Request For Proposal) dated
- (b) Corrigendum (if any) dated

TERMS & CONDITIONS**1. Scope of work:**

Disinfection/Sanitisation Spray service will be done monthly basis and/or as and when required, and will be continued for next 12 months at following locations:

- 1) UCO BANK, HEAD OFFICE-I I, AT DD, 3&4, SALT LAKE SECTOR-1, KOLKATA-700064
Details of Building:
Floor- G+7
Approx Total Area (Sq.ft)- 70,000 Sq.ft
Sanitization/Disinfection to be done on Monthly Basis.
- 2) UCO BANK, HEAD OFFICE- I, AT 10 BTM SARANI, KOLKATA-700001
Details of Building:
Floor- G+9
Approx Total Area (Sq.ft)-90000 sq.ft
Sanitization/Disinfection to be done on Monthly Basis.
- 3) UCO BANK BUILDING , AT 2, INDIA EXCHANGE PLACE, KOLKATA-700001
Details of Building:
Floor- G+3
Approx Total Area (Sq.ft)- 30000 Sq.ft
Sanitization/Disinfection to be done on Monthly Basis.
- 4) Bank Residential Building located at Alipore, Gariahat and Salt Lake area. Sanitization/Disinfection to be done as and when required.

b) The Disinfection/Sanitisation Spray should cover all the places like space under the tables, chairs, almirahs, on and around the pile of files, wooden furniture, false ceiling, staircases, lift lobby, all toilets drain ducts, stores and any hidden space under the furniture and no space should be left unattended. Spraying of chemicals for controlling the infection of COVID-19.

c). The Chemicals, etc. used for Disinfection/Sanitisation Spray should not create adverse impacts on human health and must be approved by health department.

d) Staff deployed by the agency should be trained in Sanitisation Spray work, and should be of good conduct, should be physically fit for the work and should not be suffering from any chronic or contagious diseases for carrying out the maintenance works.

e) None of the deployed Staff should enter or remain in the bank premise beyond the specified time limits unless and absolutely necessary.

f) Service should be provided by the tenderer directly. Any attempt to sublet the work to any other party shall not be entertained.

2 .Price and Taxes:

i) The price shall be firm and binding without any escalation through the contract period i.e.(Till Completion of Work).The prices (in Indian Rupees) should indicate All inclusive Price [i.e. basic price, transportation, consumables, labour etc] GST should be shown separately . If the Bidders fails to include them in the tender, no claim thereof will be considered by the Bank afterwards.

ii) Additional Terms & Condition on GST 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 that accurate transaction details, as required by GST laws, are timely uploaded in GSTN². In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with UCO Bank, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time the accurate tax amount is finally reflected in the GSTN to UCO Bank's Account and is finally available to UCO Bank in terms of GST laws and that the credit of GST so taken by UCO Bank is not required to be reversed at a later date along with applicable interest.
- UCO Bank has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to UCO Bank for the fault of supplier shall be recovered by UCO Bank by way of adjustment in the consideration payable or otherwise.

- Supplementary invoices/debit note/credit note for price revisions to enable UCO Bank to claim tax benefit on the same shall be issued by Vendor 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 Vendor are found be to a black listed dealer as per GSTN rating system and further no payment shall be entertained.

3. Terms of Payment : Bank will not pay any advance. 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 and based on actual measurement in each month. For non-attendance of operating/maintenance personnel on any day, penalty at the rate of double the pro-rata rate will be deducted from monthly bill of the Successful Tenderer/Bidder. Other statutory deductions like income tax etc will be deducted from your monthly bill as per rule.

However for any additional work as per direction of the Bank will be paid extra on the basis of per sq.ft rate x sanitized area in sq.ft

4. CANCELLATION/TERMINATION: Bank reserves its right to cancel the work/purchase order and/ or terminate this Agreement by giving 15 days' prior notice in writing to the Vendor without prejudice to its rights and contentions available under this Agreement or under the Law (s) for the time being in force in the following circumstances: -

- Unnecessary or unwarranted delay in execution of the work allotted.
- Delay in providing the requisite manpower at the Bank's site.
- The vendor violates any Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- Breach of trust is noticed during any stage of the consultancy assignment.
- The selected bidder commits a breach of any of the terms and conditions of the bid.
- The selected bidder goes in to liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- If it is found at any stage that the bidder has concealed any important information or has submitted any false information or declaration particularly regarding any pending legal action or blacklisting status.
- If there is any conflict of interest.
- An attachment is levied or continues to be levied for a period of seven days upon effects of the contract.
- If fails to complete the assignment as per the time lines prescribed in the Purchase order/ Agreement and/or within the extension, if any allowed.

In addition to the cancellation of work order/termination of the master contract, the Bank reserves the right to appropriate the damages from the earnest money deposit (EMD) provided by the selected bidder and/or forfeit the Performance Bank guarantee furnished

by the vendor. The Bank also reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract or any other contract/order.

Notwithstanding anything contained hereinbefore, Bank shall have the right to terminate the contract at any time at its own convenience by serving a prior written notice of 15 days to the vendor without assigning any reason and without cost or compensation therefor.

5. CONSEQUENCES OF TERMINATION: In the event of termination of the Agreement due to any reason, whatsoever, [whether consequent to the expiry of 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 Vendor shall be obliged to comply with and take all steps to minimize loss resulting from the 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.

In the event of termination of the Agreement due to the expiry of the term of the Contract and the Agreement is not further extended by UCO BANK, the Vendor herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as UCO BANK may specify including training, where the successor(s) is a representative/personnel of UCO BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of UCO BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished and pursue such other rights and/or remedies that may be available to UCO BANK under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

6. Date of Commencement of work: The work shall be deemed to be commenced from the date of receipt of work order or handing over of site which ever is later. The work should be undertaken in consultation with H.O-GAD.

7. Time of Completion : 12 (Twelve Weeks) from the stipulated date of commencement of the work.

8. RESPONSIBILITY FOR COMPLETENESS: Any supplies and services which might not have been specifically mentioned in this R.F.P/tender / contract but are necessary for the design, manufacture, supply, testing, handing over, operationalizing, performance or completeness of the contract, shall be provided / rendered as per the time schedule for the efficient and smooth operation and maintenance of the system under Indian conditions. The approval by the Bank at any stage for any supplies by the vendor shall not relieve the vendor of his obligation.

9. 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 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 authorised representative of UCO BANK and the Authorized Official of the Vendor. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, is not settled by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 15 days of the failure of negotiations. Each Party to the dispute shall appoint one arbitrator of their own choice and the two appointed arbitrators shall appoint the third arbitrator who will act as the presiding arbitrator. Arbitration shall be held in Kolkata and conducted in English as per provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

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 Vendor shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue to render the Service/s in accordance with the provisions of the SLA notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

10. Others Terms-

A. Nothing contained in this Agreement shall be construed as establishing or creating between the Parties, a relationship of master and servant or Bank and agent.

B. The Vender shall notify to Bank of any material change in their status, in particular, where such change would impact on performance of obligations under this Agreement.

C. The Vender shall be jointly and severally liable to and responsible for all obligations for performance of works including that of its Associates under the Agreement.

D. The Vender shall at all times indemnify and keep indemnified Bank any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agency) employees or agents or by any other 3rd Party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.

E. Governing Laws & Jurisdiction of the court

This Agreement shall be governed by the Law(s) of India for the time being in force and the Rules made thereunder from time to time 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 of KOLKATA.

F. All other Terms & Conditions will remain same as stipulated in our R.F.P and subsequent Corrigendum dated Please note that work order no.....dated..... along with your offer, the minutes of prebid meeting held on, the article of agreement etc would form part of the contract document.

G. Non-Disclosure : The Vendor must undertake that they shall hold in trust any information received by them, under the Contract/Agreement, and shall maintain confidentiality of such information.

H. Non Assignment: Vendor shall agree that neither the subject matter of the agreement nor any right here in shall be transferred, sub-contracted, assigned or delegated to any third party by the successful bidder without prior written consent of the Bank.

In witness where of the Bank and the vendor have set their respective hands on the day and year first herein above written.

Signed on behalf of the UCO Bank

Signature on behalf

of the vendor

By its duly authorized Officer

in presence of:

In presence of:

1) Signature..... 1) Signature.....

Name with address:

Name with address:

2) Signature..... 2) Signature.....

Name with address

Name with address:

Annexure-II**APPLICATION FORMAT**

To
The Dy.General Manager(H.O-GAD)
UCO Bank Head Office, General Administration Department
2nd Floor, 10 BTM Sarani
Kolkata – 700001

Sir,

1. We have carefully examined all the contents incorporated in the various parts of this Tender Document for

.....
and taken note of all the terms & conditions stated in the Tender Document in its various parts.

2. We understand that scope of work stipulated by the Bank and the same is accepted by us is the essence of the contract.

3. We enclose a non refundable Pay Order / Demand Draft for Rs 250/- (Rupees Two Fifty only) drawn in favour of UCO Bank and Payable at Kolkata (P.O/DD No..... Date..... Issuing Bank..... Branch.....) towards cost of tender document.

4. We enclose a Pay Order / Demand Draft for Rs 2,000/- (Rupees Two Thousand only) drawn in favour of UCO Bank and Payable at Kolkata (P.O/DD No..... Date..... Issuing Bank..... Branch.....) towards EMD.

5. We also agree that our tender along with the prices will remain valid for one year from the last date stipulated for submission of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and bidders in writing.

6. We also agree to accept the clause of additional service as per Bank's requirement at approved rate.

7. Our register office/City Office at

8. Our PAN for Income Tax is

We are registered with GST and our registration numbers is as follows:

GST Registration Number :

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सम्मान आपके विश्वास का



UCO BANK

Honours your trust

For and on behalf of

(With seal)

Signature _____

Name _____

Designation _____

DULY AUTHORIZED SIGNATORY

_____ day of _____ 2020

UCO BANK

ANNEXURE-III

FORMAT OF INTEGRITY

(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.

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

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

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

b. The Bidder(s) /Contractor(s) will not enter with other Bidders into any undisclosed agreement of understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process .

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

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

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

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

Section 3: Disqualification from tender process and exclusion from future contracts

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

Section 4 : Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent to Performance Bank Guarantee.

Section 5 : Previous Transgression

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

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

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

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

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

Section 8 : Independent External Monitor/Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, UCO Bank.
3. The Bidder(s)/Contractor (S) accepts that the Monitor has the right to access without restriction to all project documentation of the Bank including that provided by the Contractor.

The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor is under contractual obligation

to treat the information and documents of the Bidder (s)/Contractor(s)/Subcontractor(s) with confidentiality.

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

Section 9 – Pact Duration.

This pact begins when both parties have legally signed it, 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

- This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Bank i.e. Kolkata.
- Changes and supplements as well as termination notices need to be made in writing.
- If the Contractor is partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

(For & on behalf of the Bank)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place_____

Place_____

Date_____

Date_____

Witness : (Name & Address)

Witness : (Name & Address)

UCO BANK

Annexure-IV**DRAFT****Letter of Undertaking & Indemnity****(To be executed on non-judicial stamp paper of requisite value)**

To
UCO Bank
General Administration 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 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 defense of an indemnifier.
- 4) 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 of vendor along with the seal of the Company)

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सम्मान आपके विश्वास का



UCO BANK

Honours your trust



UCO BANK

Head Office, General Administration Department

2nd Floor, 10 BTM Sarani, Kolkata-700001

Email: hogad.calcutta@ucobank.co.in

Phone: 033-44557383/8099; Fax 033-22266459

Website <http://www.ucobank.com>

PART-II (Price Bid)

UCO BANK

Price Bid for Providing Disinfection/Sanitisation Spray Service at different Head Office Building of UCO Bank at Kolkata.

Price Bid for Providing Disinfection/Sanitisation Spray Service at different Head Office Building of UCO Bank at Kolkata.

Price Schedule (BOQ)

Sl.No	Disinfection/Sanitisation Spray Service at Bank's Building at @ monthly basis for 12 months	Per sq.ft per service Rate (Rs.)	Total Amount (Rs.)
1	UCO BANK, HEAD OFFICE-I I, AT DD, 3&4, SALT LAKE SECTOR-1, KOLKATA-700064 Details of Building: Floor- G+7 Approx Total Area (Sq.ft)- 70,000 Sq.ft		
2	UCO BANK, HEAD OFFICE- I, AT 10 BTM SARANI, KOLKATA-700001 Details of Building: Floor- G+9 Approx Total Area (Sq.ft)- 90000 sq.ft		
3	UCO BANK BUILDING , AT 2, INDIA EXCHANGE PLACE, KOLKATA-700001 Details of Building: Floor- G+3- Approx Total Area (Sq.ft)- 30000 Sq.ft		
15	Total		
16	GST will be paid extra at actual basis		

(Signature of bidder with seal) _____

Name _____

Designation _____

Note:

a) Lowest Bid Value will be evaluated on lowest price @ per sq.ft per service rate basis

b) The Bank reserves the right, not to execute all items of work nor to execute the full quantity of items, as mentioned in schedule of quantities.