

UCO



BANK

HEAD OFFICE: 10, B.T.M SARANI, BRABOURNE ROAD, KOLKATA – 700 001, INDIA

**REQUEST FOR PROPOSAL (RFP)
FOR
EMPANELMENT FOR SUPPLY OF GENERAL
PRINTING PAPER/BOARDS.**

Printing & Stationery Department,
2, India Exchange Place Kolkata-1

INDEX

S.no	Particulars	Page no.
1.	Notice Inviting Tender	3
2.	Technical Bid (PART-A)	4-8
3.	Method of purchase of general printing paper (PART-B)	9
4.	Annexure-I (Tender Application)	10
5.	Schedule "A" (Details of organisation)	11
6.	Schedule "B" (Financial Statement)	12
7.	Schedule "C" (Declaration)	13
8.	Schedule "D" (Particulars/Specification of papers.)	14
9.	Annexure-II (Letter of Undertaking & Indemnity)	15-16
10.	Annexure-III (Format of Bank Guarantee)	17-18

यूको बैंक



UCO BANK

Printing & Stationery Department, Head Office
2, India Exchange Place (1st floor), Kolkata-700 001

HO/PTG &STY/TENDER/02/2018-19

29.12.2018

NOTICE INVITING OPEN TENDER FOR EMPANELMENT FOR SUPPLY OF GENERAL PRINTING PAPER/BOARDS.

1. UCO BANK invites Tenders from reputed paper Mills/well-established, resourceful and experienced firms involved in manufacturing/supplying of various varieties of General Printing papers/boards for empanelment for supply of general printing papers. The applicants qualifying the eligibility criteria of the technical bid will be considered for selection for empanelment for supply of general printing papers. Existing empanelled paper/boards suppliers in the Bank's panel for supply of general printing paper/boards should also apply.

Interested parties can download the pre qualification document format from our website: www.ucobank.com. The pre-qualification documents (Technical Bid) completed in all respects along with non-refundable Tender cost in the form of Demand Draft for Rs.1000.00 (Rs. One thousand only) favouring UCO Bank, payable at Kolkata has to be submitted on or before **18.01.2019 at 4.00 P.M.**

Technical bid documents including paper samples along with Security Deposit of Rs 100000/= (Rs one lakh only.) in the form of Bank Guarantee issued by any nationalized bank other than Uco Bank(Enclosed format of Bank Guarantee as per Annexure III) should be sealed in one envelop to be super scribed "**Application for empanelment for supply of Paper/Boards- Technical Bid**", and shall show name and address of the Applicant.

and will be submitted to the address given in para 3.00 below so as to reach on or before date specified there in. Security Deposit is also applicable for the MSME firms.

Tender will be opened on **19.01.2019 at 11.00 am** at the same venue, where you may remain present, if so desired.

1.1 Method of Submission :

The Tender Application with required documents for technical qualification shall be sealed in an envelope and The envelope shall be super scribed as "**Application for Empanelment for supply of Paper/Boards- Technical Bid**", and shall show name and address of the Applicant. Application will be submitted to the address given in para 3.00 below so as to reach on or before date specified there in.

Part A- Technical Bid

2.0. Eligibility Criteria:

Interested parties should have executed satisfactory supplies of paper/boards to Public Sector Banks/Public Sector Undertakings/Reputed Private Companies etc. during the preceding financial year and documentary proof relating to execution of order is to be enclosed to the application.

- 2.01. Suppliers have to be either Reputed Paper Mill or their authorized dealers/distributors and documentary proof in this regard to be submitted. Mills applying directly should have an Office/Godown in Kolkata.
- 2.02. Suppliers must have established in the business (as suppliers of paper/boards) for a minimum period of last 3 years and documentary proof in this regard to be submitted.
- 2.03. Suppliers must have GST registered unit (not under composite scheme).
- 2.04. Suppliers must have an average annual turnover of **Rs.5.00 crores** for the last three financial years as on 31.03.2018.

- 3.00. The applications in sealed covers have to be submitted to The Deputy Gen. Manager on or before up to **18.01.2019 4.00 pm** at following address.

The Deputy Gen. Manager,

UCO BANK,

Ptg. & Sty. Department, Head Office

2, India Exchange Place(1st Floor)

Kolkata,700 001

- 3.01. Tenders will be opened on **19.01.2019 at 11:00 am.** in the presence of applicants present there at the same venue.

4.1 Pre-qualification Document should contain the following:-

- i. Tender application in prescribed format.
 - ii. Documentary proof of orders executed to PSBs/PSUs/Private Reputed firms.
 - iii. True copies/certified copies of authorized dealership certificate from the Mills.
 - iv. True copies/certified copies of Partnership Deed or Registration Certificate as applicable.
 - v. Balance Sheets and Profit & Loss Accounts for 3 years.
 - vi. Authorised Dealership Certificate.
 - vii. True copies/certified copies of Pan No.
 - viii. True copies/certified copies of GST enrollment .
 - ix. Sample of paper quality wise.
- 4.2 Each page of pre-qualification document shall be duly signed by the Applicant or his authorized representative.
 - 4.3 Incomplete applications are liable to be rejected.

- 4.4 For any clarification, following may be contacted:

Chief Manager,

UCO BANK,(PTG. & STY. DEPT. HEAD OFFICE,)

2,India Exchange Place, KOLKATA- 700 001

Ph.no.033-2231-9041, 033-44557176

hoptgsty.calcutta@ucobank.co.in

4.5 If the application is made by a partnership firm, a certified copy of the partnership deed, Certificate Of Registration, current address of the firm and the full names and current addresses of all the partners of the firm shall also accompany the application.

4.6 If the application is made by a limited company it shall be signed by a person duly authorized by the Board of Directors of the Company. A copy of the Authorization document complying with the above to be enclosed.

4.7 The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the execution of the orders.

5.0 Evaluation of Application

5.1 The applications shall be examined so as to ascertain whether the applications:

- i) meet the eligibility requirements;
- ii) have been properly prepared and signed;
- iii) contain all the details called for and are in proper format
- iv) are accompanied by required authorization, and
- v) are otherwise generally in order.

5.2 All applications which meet the above requirements will be considered for selection of empanelment for supply of general printing papers. Empanelment finalized will be valid for three year subject to yearly review of the performance ending every financial year.

5.3 The decision of the Bank to accept or reject any application will be final.

5.4 The Bank reserves the right to reject any or all application without assigning any reason.

5.5 In case the applicant's close relatives are associated with Bank and in particular the Stationary section or General Administration wing of the Bank, details like name, designation etc. shall be furnished and informed. Non-disclosure of such critical information will lead to disqualification if it comes to light at a future date.

6.0 Rejection Criterion is subject to:

6.1 Tenders documents do not contain all required documents.

6.2 Conditional Tenders will not be considered.

6.3 Tender Cost and Security Money in the form of Bank Guarantee not deposited.

6.4 Not fulfilling the eligibility criteria as mentioned in 'Eligibility Criteria'.

6.5 Tender documents received after date and time specified for such purpose.

7.0 Bank reserve the right to the following:

Bank reserve it's rights, without giving any reason whatsoever and without any cost or compensation therefor, to.

7.1 Reject any or all proposals received in response to the RFP.

7.2 Reject the proposals received in response to the RFP containing any deviation from the Payment terms stipulated in.

- 7.3 Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery.
- 7.4 Extend the time for submission of proposal.
- 7.5 Modify the RFP document, by an amendment that would be notified on the Bank's Website.
- 7.6 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.
- 7.7 Modify the time period stipulated above for completion of assignment during the execution of assignment if it deems fit.

8.0 Taxes and Duties:

- 8.1 The bidder will be entirely responsible to pay all taxes whatsoever in connection with delivery of the services at the sites including incidental services and commissioning.
- 8.2 Wherever the laws and regulations require deduction of such taxes at the source of payment, Bank shall effect such deductions from the payment due to the vendor. The remittance of amount so deducted and issue of certificate for such deductions shall be made by Bank as per the laws and regulations in force.
- 8.3 Nothing in the contract shall relieve the vendor from his responsibility to pay any tax that may be levied in India/abroad on income and profits made by the vendor in respect of this contract.

9.0 TERMINATION FOR DEFAULT(S)

- 9.1 The Bank reserves its right to cancel the work order/ terminate Empanelment by giving a prior written notice of 15 days to the selected Vendor in the event of, but not limited to, one or more of the following situations:
 - 9.2 Unnecessary or unwarranted delay in execution of the work allotted.
 - 9.3 Delay in providing the requisite manpower at the Bank's site.
 - 9.4 Delay in submission of reports beyond the stipulated periods.
 - 9.5 Breach of trust is noticed during any stage of the consultancy assignment.
 - 9.6 The selected bidder commits a breach of any of the terms and conditions of the bid.
 - 9.7 The selected bidder goes in to liquidation voluntarily or otherwise.
 - 9.8 An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
 - 9.9 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.

- 9.10 The Bank reserves the right to recover any dues payable by the selected Vendor from any amount outstanding to the pending bills and security deposit, if any, under this contract or any other contract/order.
- 9.11 If there is any conflict of interest.
- 9.12 In addition to the cancellation of work order/ termination of Empanelment, The Bank reserves the right to appropriate the damages from the earnest money deposit (if any) (EMD) provided by the selected bidder and/or forfeit the Performance Bank guarantee furnished by the Vendor. In such event the order shall be, if the Bank so desires, passed to any other empanelled Vendor at the match prices and other terms & conditions of the Bank.

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

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.

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.

11.5 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 even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement.

12.PUBLICITY: Any publicity by the Vendor in which the name of Bank is to be used should be done only with the explicit prior written permission of Bank. The Vendor will 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.

PART B:

13. Method for purchase of General Printing paper(Particulars of paper is given in Schedule-D)

As and when Bank requires General printing papers, tender will be floated for spot rate among the empanelled vendors and lowest bidder rate (L-1) will be offered to L-1 bidder for the supply of the require quantity of paper.

13.1 Your quotations/lowest rates per REAM/GROSS will be invited for the following general printing papers/Board strictly as per the specifications mentioned in the SCHEDULE"D".

13.2 Successful bidders have to execute Security Deposit of Rs.100000/= (Rs one lakh only.) in the form of Bank Guarantee issued by any nationalized bank other than Uco Bank. Bank guarantee must be valid for three years with three month claim period. (Enclosed format of Bank Guarantee as per Annexure III).

13.3 Successful bidders have to execute Letter of Undertaking & Indemnity in applicable value of Non-judicial stamp paper as per **Annexure II**.

TENDER APPLICATION (On letter head)

(ANNEXURE-I)

Description: Tender for empanelment of supply of General Printing Paper/Board.

The Deputy Gen. Manager,
UCO BANK,
Printing & Stationery Department,
2, India Exchange Place (1st Floor)
Kolkata, 700001

Dear Sir,

This is in response to your tender no HO/PTG &STY/TENDER/02/2018-19 dated 29.12.2018

Having examined the Tender document, we hereby submit all the necessary information and relevant documents for participating in the tender process for supply of paper/boards.

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

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

Date :

Signatures with seal/capacity

- Encl.: 1) Schedules duly filled in the prescribed form.
2) Tender cost in the form of Demand Draft for Rs.1000.00 (Rs. One thousand only) favouring UCO Bank, payable at Kolkata and Security Deposit of Rs.100000/= (Rs one lakh only.) in the form of Bank Guarantee issued by any nationalized bank other than Uco Bank.
3) True Copy/Certified Copy of Partnership Deed or Registration Certificate.
4) Balance Sheets and Profit & Loss Accounts for 3 years.
5) GST enrollment copy.
6) Proof of supply or supply to reputed firms.
7) True Copy/Certified Copy of Pan No.
8) Authorised Dealership Certificate.

(SCHEDULE "A")

DETAILS OF ORGANISATION General Information:

1. Name and address of the Firm.
2. Contact Person :
3. (a) Telephone : (b) Mobile :
4. (c) Fax : (d) E-mail :
5. Place of incorporation/ registration
6. Year of Incorporation/ registration

II. Name and address of Owners/Partners/Directors:

III. Structure and Organization

- A. The applicant is a Limited Company/Corporation/Partnership/Proprietorship
- B. Number of years of experience in similar work
- C. Were you ever required to suspend the activity for a period of more than six months continuously? If so, give details
- D. Have you ever left any orders placed with you incomplete? (If so, give details and reasons for not executing the orders)
- E. Give details of your experience in supply to institutional customers.
- F. Give details of authorized dealership with the mills.
- G. Have your firm been debarred or Black listed for tendering in any organization? If so, give details.

(SCHEDULE "B")
FINANCIAL STATEMENT:

A. General:

Name of Applicant

Name of Banker

Address of Banker

Telephone

Contact person with Designation.

Financial information

Previous three financial years (Rs. In lacs)

2015-16

2016-17

2017-2018

1. Total Assets

2. Current Assets

3. Total liabilities

4. Current liabilities

5. Profits before taxes

6. Profits after taxes

7. Net Worth

8. Working Capital

Note:

1. Applicants should provide financial information to demonstrate that they access to adequate financial resources to meet the cash flow requirements of the proposed works and other existing commitments. Each applicant must fill in the form. If necessary, use separate sheets to provide complete information.
2. Copies of the audited balance sheets with profit and loss accounts for the last 3 years to be attached.

B. ANNUAL TURN OVER DATA FOR LAST THREE YEARS:

YEAR

TURNOVER IN RS. LAKHS.

2015 – 2016

2016 – 2017

2017 – 2018

AVERAGE ANNUAL TURNOVER

Note:1. All individual firms must complete the information in this form. The information furnished should be the annual supply turnover in terms of the amount billed to clients for each year for supplies made during each of the last three years.

(Schedule "C")

DECLARATION

I/We, the undersigned, do hereby declare that the statements made in the pre-qualification questionnaire forms and in the required attachments are true and correct.

The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the BANK to verify this Statement or regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information, may be requested and agrees to furnish any such information at the request of the Bank.

(Signed by an Authorized Officer of the Company/Firm)

(Title of Officer)

(Name of Firm)

(Date)

Tender for supply of general printing papers/boards 2018-19.

(SCHEDULE "D")

PARTICULARS/SPECIFICATION OF PAPERS NORMALLY BANK PURCHASE FOR NON-SECURITY PRINTING ITEMS.

S. NO.	PARTICULARS OF PAPER/BOARD	WEIGHT PER REAM/GROSS	SIZE (IN CMS)	Approved Makes.
1	LEDGER- D/F/C	12.2 Kg	43x69	Emami/Supreme/MB/Equivalent
2.	LEDGER- D/F/C	10.4 Kg	73x69	Emami/Supreme/MB/Equivalent
3.	LEDGER- D/Medium	21.3 Kg	58.5X91	Emami/Supreme/MB/Equivalent
4.	LEDGER- D/J/L	16.4 Kg	51X78.5	Emami/Supreme/MB/Equivalent
5.	LEDGER- D/Med	29.0 Kg	58.5X91	Emami/Supreme/MB/Equivalent
6.	LEDGER- D/F/C	13.4 Kg	43X69	Emami/Supreme/MB/Equivalent
7.	WHITE MAPLITHO D/Med	18.6 kg	58.5X91	Emami/Supreme/MB/Equivalent
8.	WHITE MAPLITHO D/F/C	10.4 Kg	43X69	Emami/Supreme/MB/Equivalent
9.	WHITE MAPLITHO D/Med	21.3 Kg	58.5X91	Emami/Skytone/Trident/Equivalent
10.	CREAM WOVE D/DEMY	13.8 Kg	56X69	Emami/HPC/MB/Equivalent
11.	CREAM WOVE D/CROWN	10.5 Kg	51X76	Emami/HPC/MB/Equivalent
12.	CREAM WOVE D/F/C	8.0 Kg	43X69	Emami/HPC/MB/Equivalent
13.	COLOR PRINTING DEMY	6.8/5.9 Kg	45.5X55.5/45X56	Andhra/MB/Equivalent
14.	COLOR PRINTING D/F/C	7.0/8.0 Kg	43X69	Andhra/MB/Equivalent
15.	COLOR MG COVER	9.7/10.0 Kg	56X71	Andhra/MB/Equivalent
16.	WHITE MG COVER	9.7/10.0 Kg	56X71	Andhra/MB/Equivalent
17.	ROYAL EXE BOND Med	5.3 Kg	45.5X58.5	Star/Andhra/Equivalent
18.	WHITE SUN LIT BOND Med	7.7 Kg	45.5X58.5	Star/Andhra/Equivalent
19.	MG CRAFT PAPER	31.6 Kg	73.5X112	Star/Andhra/Equivalent
20.	MG CRAFT PAPER	23.7 Kg	73.5X112	Star/Andhra/Equivalent
21.	WHITE AIRMAIL	3.8 Kg	45.5X58.5	Star/Andhra/Equivalent

ANNEXURE-II

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 TrailokyaMaharaj Sarani, Kolkata-700 001 (hereinafter Referred to as "the Bank" which expression shall include its successors and assigns) at our request and on the strength of our statements and representation contained letter dated agreeing to appoint us as vendor for Supply of general printing paper/boards to our central store situated at Lal Bazar/Printers in Kolkata of UCO bank, we,, a Company incorporated under the Companies Act, 1956 having its registered office at - (full address)do hereby irrevocably and unconditionally agree and undertake that:

- 1) We shall, at all times hereinafter, save and keep harmless and indemnified the BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the BANK by whomsoever and all losses, damages, costs, charges and expenses that the BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, notifications guidelines and also from the environmental damages, if any, which may occur during the contract period.
- 2) We shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, notifications, orders framed or issued by any appropriate authorities.

- 3) Our obligations herein are independent, irrevocable, absolute and unconditional in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of the BANK or Indemnifier or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.
- 4) In case we fail to pay the losses, damages and expenses as claimed and demanded by the Bank, Bank shall be entitled to recover the amount by invoking Performance Bank Guarantee furnished by us for Supply of general printing paper/boards to our central store situated at Lal Bazar/Printers in Kolkata of UCO bank.
- 5) This Letter of Undertaking & Indemnity shall survive the Agreement entered into between the Bank and us.

Dated, this.....day of20

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

ANNEXURE-III
FORMAT OF BANK GUARANTEE
(To be stamped in accordance with the stamp act)

To:

The

.....

.....

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970 as amended by The Banking Laws (Amendment) Act, 1985, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt M/s (Name of the VENDOR) a Private Individual/Proprietorship or Partnership Firm/ Company incorporated under the Companies Act, 1956/2013 having its office/registered office at (Address of the Vendor) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of UCO BANK's Letter of Intent bearing no.dated..... issued to the Vendor in pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Vendor of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees..... Only).

We,..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of [Vendor] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement dated.....

2. We [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

4. We, [indicate the name of the bank ISSUING THE

GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before (Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We [indicate the name of bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time to time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.
7. We, [indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

- i) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) only.
- ii) This Bank Guarantee shall be valid uptoand
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(date of expiry of Guarantee including claim period).

8. Dated the day of for..... [indicate the name of Bank]

Yours' faithfully,

For and on behalf of

Bank Authorised Official