

**Request for Proposal (RFP)**

**For**

**Selection of Courier Agencies thereto rate contract for dispatch /delivery of letters in envelopes and other stationery in bags.**

**PART-1**



Printing & Stationery Department, Head Office  
2, India Exchange Place, Kolkata-700 001

**RFP REF NO: H.O/PtgSty/Tender/Courier/02/2022-23**  
**Date: 30/09/2022**

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.

**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 Bidder.

## **PART-2**

### **Selection of Courier Agencies thereto rate contract for dispatch / delivery of letters in envelopes and other stationery in bags.**

In order to select **Courier Agencies** for dispatch / delivery of letters in envelopes and other stationery in bags to branches / offices Pan India. UCO BANK, Head Office, 10 B.T.M Sarani, Kolkata, intend to invite Request for Proposal (RFP) from reputed/well established organisation (hereinafter referred to as "Bidder") who are capable and willing to undertake delivery and dispatch of envelopes, stationery bags etc. as required by the BANK within the given timeline and as per details listed out in this document. The Bidder should have the capability to timely deliver the parcels across 3000+branches / offices of the bank located in all states of the country, including a large number of branches in rural and also in hilly areas apart from having capability to meet scope of work.

The list of Offices/Branches of the Bank across the country, however, is available in its website, [www.ucobank.com](http://www.ucobank.com).

For the purpose, we solicit e-bids from eligible Courier agencies (hereinafter referred to as "Bidder") on or before **20/10/2022 up to 4.00 PM**. The bids will be opened on **21/10/2022 at 11.00 AM** by committee of executives and officers of our Bank at our Head Office, 10 B.T.M Sarani, Kolkata.

Tenderers may download the RFP document from the e-Tender website [www.tenderwizard.com/UCOBANK](http://www.tenderwizard.com/UCOBANK) or UCO Bank's official website [www.ucobank.com](http://www.ucobank.com).

<b>Tender Reference No.</b>	<b>Tender No.02/2022-23 Dated: 30/09/2022</b>
<b>Estimated Cost.</b>	<b>Rs.6.00 lakh</b>
Bid fee	The bidder shall furnish Bid fee (non-refundable) of Rs.250/- (Rupees Two Hundred and Fifty only) by way of Demand Draft drawn on any schedule bank in favour of UCO Bank, payable at Kolkata <b>(not applicable for MSEs Firms and MSEs Certificate should be submitted)</b> . Scanned copy of Demand Draft should be uploaded in e-tender website. Non-uploading of Bid fee in e-tender website is liable to be rejected on grounds of non-submission of Bid fee.

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EMD (Returnable)	The bidder shall furnish non interest earning Earnest Money Deposit (EMD) of Rs.6,000/- (Six Thousand only) by way of Demand Draft drawn on any schedule bank in favour of Uco Bank, payable at Kolkata <b>(not applicable for MSEs Firms and MSEs Certificate should be submitted)</b> . Scanned copy of Demand Draft should be uploaded in e-tender website. Non-uploading of EMD in e-tender website is liable to be rejected on grounds of non-submission of EMD. The EMD of the bidders not qualified under Bid will be returned without interest in due course after opening of the financial Bid.
Date of issue of RFP	<b>30/09/2022</b>
Last Date & Time for Submission of Tender:	Bids can be submitted online before <b>20/10/2022</b> upto 4.00 PM at e-Tender website <a href="http://www.tenderwizard.com/UCOBANK">www.tenderwizard.com/UCOBANK</a> .
Pre-Bid Meeting	<b>11/10/2022 at 12:00 noon.</b>
Date and Time of Opening Technical Bid.	On <b>21/10/2022 at 11.00</b> AM at UCO Bank, Printing & Stationery Deptt., Head Office, 2 India Exchange Place, Kolkata-700001
Date of Opening of Financial Bid.	Financial Bid of tender will be opened for those vendors whose technical bid is qualified. Opening date of Financial Bid will be intimated later on.
Validity of Tenders	120 days from the date of opening of financial bid.
Address of communication	Chief Manager UCO BANK, Head Office. Printing & Stationery Department. 2, India Exchange Place, Kolkata-700001 e-mail id: <a href="mailto:hoptgsty.calcutta@ucobank.co.in">hoptgsty.calcutta@ucobank.co.in</a> & <a href="mailto:hogad.calcutta@ucobank.co.in">hogad.calcutta@ucobank.co.in</a> Phone:0334455-8405/7176.
Process of submission of tender document.	This Tender will follow e-Tendering process [e-bids] as under which will be conducted by Bank's authorized e- Tendering Service Provider M/s Antares Systems Ltd through Website <a href="https://www.tenderwizard.com/UCOBANK">https://www.tenderwizard.com/UCOBANK</a> .  Following activities will be conducted online through above website: a) Submission of Technical Bid & Commercial Bid by the Vendor b) Opening of Technical Bid & Commercial Bid by the Bank c) Clarification, if any, sought by the Bank. d) On-line evaluation by the Bank.

Representatives of Vendors will be given training for e- Tendering by the Service Provider, M/s Antares Systems Ltd.

•Bidders who wish to participate in online tenders will have to register with the website (<https://www.tenderwizard.com/UCOBANK>) through the "Register" link provided on the home page. Bidder will create login id & password on their own in registration process.

•Following facilities shall be provided to registered bidders/ vendors by the service provider M/s Antares Systems Ltd:

- a) Support to the Bidders for participating in the bids through e-tendering Website.
- b) Call center support/ email/ phone/mobile etc. in all possible medium.
- c)Registration with the e-tendering website.
- d) User Manual / Training Kit to the Bidder.
- e)Any no. of users of Vendor/ Bidder organization can take support on the e-tendering system.
- f) Bidder who wish to participate in this tender need to procure Digital Signature Certificate (for Signing and Encryption) as per Information Technology Act-2000 and CVC guidelines using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact M/s Antares Systems Ltd. at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Signature Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact

**Antares Systems Ltd.**

**Registered Office at: #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore – 560079.**

**Ph: - 080-49352000 / 40482000**

**Fax: - 080-49352034**

**Help Desk:**

Contact Person: Mr. Kushal Bose/Mr. Subrata

	<p>Mobile no. 07686913157 / 09674758723          (On working days-0900 hours-1800 hours) e-mail:  <a href="mailto:kushal.b@antaressystems.com">kushal.b@antaressystems.com</a>  <a href="mailto:@antaressystems.com">@antaressystems.com</a></p> <p>g) Bidders who wish to participate in e-Tender need to fill data in predefined forms of RFP, Technical, Price bid available in respective tender only.</p> <p>h) Bidder should upload scanned copies of reference documents in support of their eligibility of the bid and as per the instructions given in tender documents</p> <p>After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.</p>
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**UCO Bank reserves the right to accept or reject in part or full, any or all tenders without assigning any reason whatsoever and without any cost and compensation therefore. Any decision of UCO Bank in this regard shall be final, conclusive and binding on all the Tenderers.**

The bidder must obtain for himself/herself/themselves on his/her/their own responsibility all the information which may be necessary for the purpose of making a valid tender and entering into valid contract.

All the information relating to corrigendum/addendum if any, will be uploaded in Bank's website and e-tender website which may please be noted. No separate newspaper notification will be issued in this regard.

Tenderers fulfilling the specified requirements may submit their Bids through Bank's authorized e- Tendering Service Provider M/s Antares Systems Ltd through Website <https://www.tenderwizard.com/UCOBANK>. latest by **20/10/2022 up to 4.00 PM**.

Asstt. General Manager  
Printing & Stationery Department  
UCO Bank,  
Head Office, Kolkata-700001

**PART-3: INSTRUCTIONS FOR BIDDERS (IFB)**

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### PART-3

#### **NOTICE INVITING TENDER FOR Selection of Courier Agencies thereto rate contract for dispatch / delivery of letters in envelopes and other stationery in bags.**

#### **3.0 Information Provided**

The RFP document contains statements derived from information believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, bidders, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

#### **3.1.OVERVIEW:**

UCO BANK is one of the largest bank with a network of over 3000+ branches spread across PAN India. The Bank also has presence in 2 countries across the globe. The Bank offers wide range of products and services to both Corporate and Retail Customers. The Bank also has one of the largest networks of more than 2500 ATMs spread across geographical locations. Bank also provides services to its customers through alternate channels such as Internet Banking, ATMs, Kiosks and Mobile Banking etc. To expand further reach, Bank is also forging ahead with cutting edge technologies and innovative new banking models and implementing various initiatives.

#### **3.2 OBJECTIVES:**

1.The objective of this Request for Proposal is to select **Courier Agencies thereto rate contract** with them for three years for dispatch / delivery of letters in envelopes and other stationery in bags from its Central Store, Lal Bazar Kolkata to other offices / branches of the Bank or any other offices situated in Kolkata or outstation. The list of Offices/Branches of the Bank across the country, however, is available at its website, **www.ucobank.com**. The selected vendor should have the capability to deliver the stationery items across 3000+ branches / offices of the bank located in all states of the country, including a large number of branches in rural and also in hilly areas.

#### **3.3 SCOPE OF WORK:**

- a) The selected vendor will be responsible for dispatch / delivery of letters in envelopes received from Head Office- Dispatch Department and other stationery in bags from its Central Store, Lal Bazar Kolkata after duly acknowledging to other offices / branches of the Bank or any other offices situated in Kolkata or outstation within specified **Turn Around Time (TAT)**.
- b) If two vendors are selected, ratio of allocation of Zones to vendors (L1 and L2) will be 60% and 40% respectively and if three vendors are selected, ratio of allocation among L1, L2 and L3 will be 50:30:20 respectively.

- c) The contract would be for a period of 3 years from the date of agreement of contract subject to annual/periodical review. The Bank will review the performance of vendors periodically/every 12 months based on the feedback received from operating units and will take suitable decision about continuation or otherwise. Bank reserves the right to cancel the contract based on the above review and to modify/reallocate to the selected vendor of some other zone.
- d) The rate will be decided on L-1 basis and Bank reserves the right to finalise a uniform structure of rates for dispatch / delivery of letters in envelopes and other stationery in bags from its Central Store, Lal Bazar Kolkata. The rates for dispatch / delivery of letters in envelopes and other stationery in bags from its Central Store, Lal Bazar Kolkata will be approved by the Bank and rate will be reviewed every year.
- e) Selection of courier agencies and fixation of rates purely at the discretion of Bank.
- f) The selected vendor will be required to dispatch and deliver the stationery items as per the instructions received from Head Office-Dispatch Department and Central Store Department of our bank. Selected couriers will deliver the items at the contracted rate within the timeline specified as per **Annexure "D"**.
- g) Courier agency may also be given some other additional area and/or some area/Zones may be removed/ modified purely at the discretion of bank as per its requirement for supply of item at the same contracted rate.
- h) Bank reserves the right to use delivery services from other courier agencies in case of non-performance or as per its requirement.
- i) The items should be dispatched properly and securely packed. The chief objective of any packaging is to provide protection to the material from any transit and storing damage. The packaging should also ensure easy handling of the material in dispatch, storage & unloading. **The items delivered in damaged condition/damaged packing may not be accepted by the bank. Vendor may have to bear entire cost as per decision of the bank.**
- j) Vendor should provide tracking ID after dispatching the stationary items to the respective zones/branches spread across the country. The information sharing should be on real time basis.
- k) A dedicated Team and BANK centric Portal as a Single Point of Contact (SPOC) for all issues pertaining to delivery management and complaint redressal has to be provided. An **Escalation Matrix** for all issues to be provided to the Head



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Office- Dispatch Department (GAD), Zonal Offices or any other department as decided by Bank.

- l) There will be penalty on account of delay in delivery, grievance redressal, non-performance and other service deficiency etc.
- m) Vendor will have to raise the bills generated only from the system and submit them to **Head Office- Dispatch Department** on monthly basis. The total cost of any item excluding GST should be the same as agreed/finalized by the bank. GST guidelines are to be observed scrupulously.
- n) Payment (after TDS etc. as applicable) will be made by Head Office- Finance Department through NEFT/RTGS mode only within 15 days from the date of receipt of invoice.
- o) At any point of time, if the Bank comes to know about vendor not having competence of participation in such type/scale of requirement or suppression of any material fact, the vendor will be disqualified from participating in further process or contract will be cancelled. **In case, in view of bank if the vendor is not capable enough in terms of delivery infrastructure etc., Bank reserves the right not to allow the vendor from further participating in the process.**

**3.4 Eligibility Criteria:** The process is open to all reputed/well established Courier Agencies who are capable and fulfil the following eligibility criteria:-

Sl. No.	Eligibility Criteria	Documents to be submitted with the Bid
1.	The bidder should be a corporation organization/PSU/PSE/private/public limited indian company/partnership / proprietorship firms under indian laws. The bidder shall submit the certificate of incorporation along with the technical bid in respect of this requirement.	Copy of the Partnership deed/ Proprietorship/Bye Laws (MOA+AOA)/Certificate of incorporation issued by Register of Companies along with Memorandum & Articles of Association and full address of the registered office.
2.	In the last three financial years i.e. 2019-20, 2020-21 and 2021-2022 the Bidder should have achieved the following: <b>1.</b> Domestic annual financial turnover: Rs.1 Crore and above. <b>2.</b> Firms should be a profitable firm/company and should have shown the profits in each of last three financial years.	Copy of the Audited Balance Sheet for 2019-20, 2020-21 and 2021-2022. Bidder to provide certificate from CA certifying the annual Turnover and profit.

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3.	Experience in the line of business: Minimum 5 years	Certificates issued by PSU or Private Sector Banks stating the period of selection.
4.	The Courier Agencies must have registered office in Kolkata.	Proof related to establishment of office.
5.	The bidder must not have been blacklisted by any organization in the past from their services.	Self-declaration to be submitted.
6.	The bidder must have an all India network for delivery of Dak / Bulk Boxes/Bags from one location to any location in India within the stipulated time from the time of receipt.	Proof related to serving all India network for delivery of parcel.
7.	Bidder of PSU/PSE/Private/Public Limited Indian Company/ Partnership/ Proprietorship firms should submit their KYC/PAN/TAN/GST Registration. DIN should also be submitted of each and every Directors of PSU/PSE/Private/Public Limited Indian Company.	True or certified copies of each and every document.

**3.5 PERFORMANCE SECURITY:** The selected Vendors will be required to submit a Performance Security for Rs.50,000/- (Rs. Fifty Thousand Only) in the form of Bank Guarantee issued by a scheduled commercial Bank other than UCO Bank or a Foreign Bank located in India in the form provided in the RFP **(Annexure H)** and must be valid for forty-two (42) month to protect the Bank against risk of their conduct during the selection period. The Performance Security shall be denominated in the Indian Rupees only. Security Deposit (PBG) is also applicable for the MSES firms.

**3.6 Method of Submission of Bids:**

**Technical Bid (PART-I):** 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 Selection of Courier Agencies thereto rate contract for dispatch / delivery of letters in envelopes and other stationery in bags"**, and shall show name and address of the Applicant and will be submitted to the address mentioned above as address for communication so as to reach on or before date specified there in.

**a) Financial Bid (PART-II):** Financial-Bid to be uploaded in e-tender website only.

For any clarification, following may be contacted:

Chief Manager/Sr. Manager,  
UCO BANK, HEAD OFFICE,  
2,India Exchange Place,KOLKATA- 700 001  
Ph.no.033-44558405/7176  
hoptgsty.calcutta@ucobank.co.in

**3.7 Contract Period:** The selection of courier agencies will be valid for three years subject to yearly review of the performance of security printers. On providing satisfactory service, selection may be extended for further period of one year.

**3.8 Documents Comprising the RFP Bid.**

The RFP bids should be submitted in one big envelope containing Technical Bid super-scribed as **"RFP BID FOR SELECTION OF COURIER AGENCIES THERETO RATE CONTRACT FOR DISPATCH / DELIVERY OF LETTERS IN ENVELOPES AND OTHER STATIONERY IN BAGS."**

3.8.1 Vendor must provide individual and factual replies to specific questions asked in the RFP.

3.8.2 a) Bidder should submit Technical bid as per **Annexure "A", "B", "C", "D", "E" & "I"** of the RFP document. Documents comprising the "Technical Bid" envelope should contain following:

- i. Bidder Covering Letter as per **Annexure "B"** duly signed by the authorized representative of the Bidder.
- ii. Bidder's information as per **Annexure "C"** on bidder's letter head duly signed.
- iii. Earnest Money Deposit of Rs.6,000/- by way of Draft/Pay order favouring UCO BANK payable at Kolkata.
- iv. Non Refundable Bid Fee of Rs.250/- by way of Draft/Pay order favouring UCO BANK payable at Kolkata.
- v. Financial statements viz. audited balance sheets and profit and loss account statement for last 3 years audited financial statements for 2019-20, 2020-21 and 2021-22.
- vi. A copy of the full RFP document duly stamped and signed on every page in token of acceptance of all terms and conditions.
- vii. True/Certified copy of Income Tax return (FY 2019-20, 2020-21 and 2021-22), PAN card, GST Registration Certificate, Certificate of incorporation, Trade License, Certificate issued by Registrar of Companies in case of Company or Registrar of Partnership as applicable.
- viii. Copy of the Partnership deed/ Proprietorship/Bye Laws (MOA+AOA)/Certificate of incorporation issued by Register of Companies along with Memorandum & Articles of Association and full address of the registered office.

- ix.State-wise list of its own offices along with the names, addresses and contact numbers of the contact persons. Franchisee agreement, if any, may be provided separately.
- x. A copy of Board resolution or power of attorney showing that the signatory has been duly authorized to bid, to sign the tender document and make commitments on behalf of the vendor.
- xi.The bidder should not be a **NPA** borrower in any Bank/Financial Institution (Credit report of the bankers should be attached).
- xii. Mention details separately in respect of clients. Clients certificate to be enclosed.
- xiii. Pre Contract Integrity Pact as per **Annexure-I** to be also uploaded.
- xiv. Original Demand Draft of bid fee and EMD, Pre Contract Integrity Pact, and other above mentioned required documents as demanded by the Bank to be also submitted in hard copy at UCO Bank, Printing and Stationery Deptt.,Head Office, 2 India Exchange Place,Kolkata-700001 on or before **21/10/2022** at 04:00pm.
- xv. **Documents mentioned in the checklist provided at the end of the RFP are required to be scanned and mandatorily be uploaded in our e-tender website.**

The RFP bids should be submitted in one big envelope containing Technical Bid super-scribed as **"RFP Bid For Selection of Courier Agencies thereto rate contract for dispatch / delivery of letters in envelopes and other stationery in bags"** should be reached to us along with all documents by **21/10/2022**. **Financial Bid should comprise of duly signed copy of Annexure "F" and Annexure "F" to be uploaded in e-tender website only.**

### **3.9 Earnest Money Deposit (EMD)**

- 3.9.1** The Bidder shall furnish, as part of its Bid, an EMD of Rs.6,000/- (Rupees Six Thousand only).
- 3.9.2** The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture. EMD may be forfeited in the event of withdrawal of bid during the period of bid validity or if successful bidder fails to sign the contract in accordance with the terms & conditions and other requirements specified in RFP or any act of bidder not in line with contract obligations.
- 3.9.3** The EMD shall be denominated in Indian Rupees and shall be in the form of a Demand Draft/Pay Order drawn in favor of UCO BANK payable at Kolkata.

**3.9.4 Any bid not accompanied with the requisite EMD shall be treated as nonresponsive and is liable to be rejected.**

**3.9.5** No interest is payable on the amount of EMD.

**3.9.6** The EMD of the unsuccessful Bidders shall be returned after notification of award.

**3.9.7** The successful Bidder's EMD will be discharged upon the Bidder signing the contract and submitting the Security Deposit of Rs.50,000/- in the form of Bank Guarantee (Rupees Fifty Thousand only) issued by Scheduled Commercial Bank in India other than UCO Bank and valid for a period of 42 months from the date of finalization of Contract.

**3.9.8** If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future RFPs floated by the Bank as per sole discretion of the Bank.

### **3.10 Bid Prices**

**3.10.1** The prices should be specified only in "Financial Bid" and must not be specified at any other place in the RFP document. Prices are to be quoted in Indian Rupees only. Quotations for items should represent delivery cost i.e. the price should be inclusive of the cost of transit insurance charges, octroi, levies, taxes etc. packing as per requirement, excluding applicable GST.

**3.10.2** Prices quoted by the Bidder (L1 through process) shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

### **3.11 Revealing of Prices:**

The rates and/ or prices in any form or for any reasons should not be disclosed in other parts of the bid except in the financial bid, failure to do so make the bid liable to be rejected.

### **3.12 Bid Integrity**

Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that Bank

may take. All the submission, including any accompanying documents, will become property of BANK. The bidders shall be deemed to license, and grant all rights to BANK, to reproduce the whole or any portion of their solution for the purpose of evaluation, to disclose the contents of submission to other bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

### **3.13 Period of Validity of RFP Bids**

Bid shall be open to accept for the period of 120 days from the date of opening of financial bid.

**3.13.1** The Bank may, at its discretion, solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. However any extension of validity of bids will not entitle the bidder to revise/ modify the bid document. The EMD provided shall also be suitably extended.

### **3.14 Late Bids**

**3.14.1** Any Bid received after the deadline for submission of Bids prescribed will be rejected and returned unopened to the bidder.

### **3.15 Technical Evaluation of Bids/Bid Acceptance (Test of Responsiveness)**

**3.15.1** During Technical evaluation of Bids, the Bank shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered acceptable only if:

3.15.1.1 It is received by the due date of submission including any extension thereof.

3.15.1.2 It is accompanied by bidder covering letter in the format at **Annexure "B"** duly signed by the authorized representative of bidder.

3.15.1.3 It is accompanied by board resolution/power of attorney as specified in clause 3.8.2 (x).

3.15.1.4 It is accompanied by bidder's information as per **Annexure "C"** on bidder's letter head.

3.15.1.5 It is accompanied by the earnest money deposit of Rs.6,000/- by way of Draft/Pay Order favoring UCO BANK, Kolkata.

3.15.1.6 It is accompanied by non-refundable bid fee of Rs. 250/- by way of Draft/Pay order favoring UCO BANK (**Annexure-E**).

3.15.1.7 It is accompanied by Audited Balance sheets and profit and loss account along with ITR for the last three years i.e. 2019-20, 2020-21 and 2021-22.

3.15.1.8 It is accompanied by a copy of the full RFP document duly stamped and signed on every page in token of acceptance of all terms and conditions.

3.15.1.9 It contains all the information (complete in all respects) as requested in this RFP (in formats same as those specified)

3.15.1.10 It does not contain any condition or qualification.

3.15.1.11 It is not non-responsive in terms hereof.

3.15.1.12 Bidder of PSU/PSE/Private/Public Limited Indian Company/Partnership/Proprietorship firms should submit their KYC/PAN/TAN/GST Registration. DIN should also be submitted of each and every Directors of PSU/PSE/Private/Public Limited Indian Company.

**3.15.2** Any bid received in a format other than the prescribed format shall be considered to be non-responsive and may be rejected at the absolute discretion of the Bank.

**3.15.3** The Bank reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Bank in respect of such Bid.

### **3.16 Evaluation of Financial Bids and Finalization/ Financial or Commercial Evaluation**

**3.16.1** The Financial offers of only those Bidders will be opened, whose bids are found acceptable after technical evaluation.

**3.16.2** The format for quoting Financial Bid is set out in **Annexure "F"** wherein Vendors have to submit the price of all the items.

**3.16.3** The lowest bidder will be declared as L-1, L-2 & L-3.

### **3.17 Award Criteria**

**3.17.1** The Bank will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined the lowest evaluated Bid by Tender Process Committee at HO.

**3.17.2** The vendor will be selected as L1, L2 and L3 for item wise. The L1, [L2 or L3- (at the discretion of Bank)] vendor will be awarded the work. 42 zones spread across the country will be allocated to vendors who will accept the lowest rate (decided by bank) in the ratio of [L1:100] [(L1:L2) (60:40) or (L1:L2:L3) (50:30:20)] as per bank discretion. Bank's decision in this regard will be final. The selected vendors have to supply at L1 price for all the items.



**3.17.3** The **L1 price finalized after process will be valid for three years** from the date of executing the SLA subject to periodical/annual review by Bank for continuation or otherwise.

**3.18 Bank's right to accept any bid and to reject any or all bids.**

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action. Bank may at its sole discretion, if it notices that any vendor is not capable of or not having the required facilities as well as understanding of new process of model, may cancel the bid response of concerned vendor. The bid fee may/may not be returned to the vendor and decision will rest with the bank.

**3.19 Notification of Award**

**3.19.1** Prior to expiration of the period of bid validity, the Bank will notify the successful bidder/bidders in writing or by e-mail, that his bid has been accepted.

**3.19.2** The notification of award will constitute the formation of the Contract. The selected vendor will have to enter into detailed contract agreement (Service Level Agreement-SLA) terms of which is tentatively mentioned in "Part-4 Terms & Conditions", NDA (Non-Disclosure Agreement), Security Deposit (Performance Bank Guarantee) and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the RFP. The bank may modify/relax/add some more terms and conditions in the contract agreements. Selected Vendors have to execute SLA as per **Annexure-L**.

**4. TERMS AND CONDITIONS (T&C)**

**4.1.0 Integrity Pact:** Vendor will have to execute a pre-contract integrity Pact with the Bank as per **Annexure "I"**.

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors/bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The



essential ingredients of the Pact include:

- a. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- b. Principal to treat all bidders with equity and reason.
- c. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally.
- d. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- e. Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- f. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- g. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warranty/guarantee. Format of IP is attached as Annexure for strict compliance.

**The following Independent External Monitors (IEMs) have been appointed by UCO Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.**

- 1) Dr. Ranjan S Katoch (Retd. IAS)  
A-91, Alkapuri,  
Bhopal, MP- 462022  
email: [rkatoch@nic.in](mailto:rkatoch@nic.in)
- 2) Shri Hare Krushna Dash (Retd. IAS)  
House.No.829, Sector 8  
Gandhinagar- 382007, Gujarat  
email: [hkdash184@hotmail.com](mailto:hkdash184@hotmail.com)

**All pages of Integrity Pact (IP) must be signed and stamped. Integrity Pact (IP) should be deposited with Technical Bid.**

#### **4.1 Payment Terms**

- 4.1.1 Payment shall be made in Indian Rupees.
- 4.1.2 Payment (after TDS etc. as applicable) will be made by the Head Office-Dispatch Department through NEFT/RTGS, subject to receipt of verification of invoice (Hard & Soft Copies).
- 4.1.3 Payment will be made for the actual weight of the stationery items only. Vendor shall not add the packing weight to the actual weight of the stationery items. Bank will NOT consider the packing weight, whatsoever, for payment, under any circumstances.

#### **4.2 Prices**

- 4.2.1 Prices will be finalized after selection of vendors.
- 4.2.2 The Price fixed by the Bank after price negotiation shall be binding on all the vendors in the Project.

#### **4.3 Rejection Criterion is subject to:**

- 4.3.1 Tender documents do not contain all required documents.
- 4.3.2 Conditional Tenders will not be considered.
- 4.3.3 Earnest Money is not deposited.
- 4.3.4 Not fulfilling the eligibility criteria as mentioned in 'Eligibility Criteria'.
- 4.3.5 Tender documents received after date and time specified for such purpose.

#### **4.4 Bank reserve the right to the following:**

Bank reserve its rights, without giving any reason whatsoever and without any cost or compensation therefore, to.

- 4.4.1 Reject any or all proposals received in response to the RFP.
- 4.4.2 Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery.
- 4.4.3 Extend the time for submission of proposal.
- 4.4.4 Modify the RFP document, by an amendment that would be notified on the Bank's Website.
- 4.4.5 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.
- 4.4.6 Modify the time period stipulated above for completion of assignment during the execution of assignment if it deems fit.

#### **4.5. Taxes and Duties:**

- 4.5.1 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.
- 4.5.1 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.
- 4.5.2 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.

#### **4.6 Conflict of Interest.**

The vender 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.

#### **4.7 Force Majeure**

- 4.7.1 Notwithstanding the provisions of Terms & Conditions , the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 4.7.2 For purposes of this clause, "Force Majeure" means any failure or delay by selected vendor or Bank in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing party, is not a default or a ground for termination.
- 4.7.3 If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **4.8 TERMINATION FOR DEFAULT(S)**

- 4.8.1** The Bank reserves its right to cancel the work order/ terminate Selection by giving a prior written notice of 15 days to the selected Contractor in the event of, but not limited to, one or more of the following situations:
- 4.8.2** Unnecessary or unwarranted delay in execution of the work allotted.
- 4.8.3** Delay in providing the requisite manpower at the Bank's site.
- 4.8.4** Breach of trust is noticed during any stage of the consultancy assignment.
- 4.8.5** The selected bidder commits a breach of any of the terms and conditions of the bid.
- 4.8.6** The selected bidder goes in to liquidation voluntarily or otherwise.
- 4.8.7** An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- 4.8.8** 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.
- 4.8.9** The Bank reserves the right to recover any dues payable by the selected Contractor from any amount outstanding to the pending bills and security deposit, if any, under this contract or any other contract/order.
- 4.8.10** If there is any conflict of interest.
- 4.8.11** In addition to the cancellation of work order/ termination of Selection, 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 contractor. In such event the order shall be, if the Bank so desires, passed to any other selected contractor at the match prices and other terms & conditions of the Bank.

**4.9 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.

#### **4.10 DISPUTE RESOLUTION MECHANISM:**

The Bidder 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:

- 1** The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within thirty (30) days of receipt of the notice.
- 2** The matter will be referred for negotiation between General Manager (Strategic Planning & GAD) of UCO BANK and the Authorized Official of the selected Bidder. The matter shall then be resolved between them and the agreed course of action shall be documented within a further period of 15

days.

- 3 In case the dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute/difference shall be submitted by either party for arbitration within 30 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. The process of arbitration shall be conducted by a sole Arbitrator and for the above purpose sole arbitrator will be appointed by the Bank.
- 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 30 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.
- 5 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 or arising out of the Contract/Service Level 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.
- 6 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, rather shall continue to render the Service/s in accordance with the provisions of the Contract/ Service Level Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

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

**4.12 INDEMNITY:** The Successful Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against any claims, losses, costs, damages, expenses, action suits and other proceedings, (including

reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Successful Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP document or breach of any representation or warranty by the Successful Bidder, (iii) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements. The Successful Bidder should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- ▶ Non-compliance of the Laws / Governmental Requirements
- ▶ IP infringement
- ▶ Negligence and misconduct of the Bidder, its employees, and agents
- ▶ Breach of any terms of RFP document or Representation made by the Successful Bidder.
- ▶ Act or omission in performance of service.
- ▶ All successful vendors has to execute Letter of Indemnity as per **Annexure-J**.

#### **4.13 SET-OFF**

- a) Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Successful bidder, for breach of any clause of this document from the Successful bidder, against payments due and payable by Bank to the Successful Bidder for the services rendered.
- b) The provisions of this Clause shall survive the termination of the agreement / document.

#### **4.14 MISCELLANEOUS**

A detailed contract agreement/SLA will be executed as per **Annexure -K** after selection of successful bidder wherein bank may add some more terms and conditions in the contract agreements (SLA) as per RFP scope as well as requirement of the project and feedbacks of vendors as it deems fit.

**Checklist of mandatory documents to be uploaded in our e-tender website.**

<b><u>S.No.</u></b>	<b><u>Documents to be uploaded in e-tender website.</u></b>	<b><u>Compliance Status.</u></b>
1.	Scanned copy Earnest Money Deposit of Rs.6,000/- by way of Draft/Pay order favoring UCO BANK payable at Kolkata (not applicable for MSEs)(MSEs certificate to be submitted).	
2.	Scanned copy Non Refundable Bid Fee of Rs.250/- by way of Draft/Pay order favoring UCO BANK payable at Kolkata (not applicable for MSEs) (MSEs certificate to be submitted).	
3.	A copy of the full RFP document duly stamped and signed on every page in token of acceptance of all terms and conditions.	
4.	True/Certified copy of Income Tax return, PAN card, GST Registration Certificate, Certificate of incorporation, Trade License, Certificate issued by Registrar of Companies in case of Company or Registrar of Partnership as applicable.	
5.	Copy of the Partnership deed/ Proprietorship/Bye Laws (MOA+AOA)/Certificate of incorporation issued by Register of Companies along with Memorandum & Articles of Association and full address of the registered office.	
6.	True/Certified Copies of audited balance sheet & Profit and Loss a/c for any three financial years i.e. for 2019-20, 2020-21 and 2021-22.	
7.	A copy of Board resolution or power of attorney showing that the signatory has been duly authorized to bid, to sign the tender document and make commitments on behalf of the vendor.	
8.	Clients Certificate to be enclosed.	
9.	Pre Contract Integrity Pact (Annexure-I).	



Sr. No	ANNEXURE	INDEX
1)	Annexure-A	Quoting of rates and Methods for arriving L1 rate/vendor.
2)	Annexure-B	RFP BID COVERING LETTER
3)	Annexure-C	DETAILS OF VENDOR/BIDDER
4)	Annexure-D	Timelines for delivery of the dak / envelopes / packets.
5)	Annexure-E	BIDDER'S FORWARDING LETTER FOR BID FEE OF Rs. 1,000/- AND EMD OF Rs. 6,000/-
6)	Annexure-F	Financial/Price Bid (PROFORMA) (to be uploaded only in Bank's e-tender website only.)
7)	Annexure-G	FORMAT FOR PERFORMANCE BANK GUARANTEE
8)	Annexure-H	NON-DISCLOSURE AGREEMENT
9)	Annexure-I	PRE CONTRACT INTEGRITY PACT
10)	Annexure-J	LETTER OF UNDERTAKING & INDEMNITY.
11)	Annexure-K	DRAFT OF AGREEMENT.



Annexure-A

**QUOTING OF RATES AND METHOD FOR ARRIVING L1 RATE/VENDOR:**

- i. The vendors need to give their price for the courier service that will be all inclusive i.e. transit insurance charge, octroi, levies, taxes, duties etc. excluding GST. Bank will arrive at the L-1 price Group wise. Vendor(s) to quote for all the items mentioned as per **Annexure "F"**.

**Group-A: For Courier Services**

S. No.	Descriptions	LOCAL & within West Bengal. (A)	OUTSTATION		Total Amount.
			BY AIR (B)	BY SURFACE (C)	A+B+C
i)	Upto 250 gm				
ii)	251 gm to 500 gm				
iii)	Additional 500 gm or part thereof				
Grand Total					

**Group B: For Courier Services (Bulk Stationery)**

	Descriptions	LOCAL & within West Bengal. (A)	OUTSTATION		Total Amount.
			BY AIR (B)	BY SURFACE (C)	A+B+C
i)	Above 2 Kg to 5 kg				
ii)	Above 5 Kg to 10 kg				
iii)	Additional per kg or part thereof				
Grand Total					

Lowest rate quoted by vendor, will be acceptable to the Bank and L1, [L2 or L3- (at the discretion of Bank)] vendor will be awarded the work.

In case of tie-up, preference will be given to the bidders who collectively quoted the lowest rate i.e. Total of Group A and Group B.

**Bank's decision in this regard will be final and will be binding upon the bidder.**

- i. The L1, [L2 or L3- (at the discretion of Bank)] vendor will be awarded the work. 43 zones spread across the country will be allocated to vendors who will accept the lowest rate (decided by bank) in the ratio

of [L1:100] [(L1:L2) (60:40) or (L1:L2:L3) (50:30:20)] as per bank discretion. Bank's decision in this regard will be final. The selected vendors have to supply at L1 price for all the items.

- ii. In case of non –acceptance by L2/L3 or any dispute, bank will be taking suitable decision as it deems fit.

**The bank reserves the right to amend/cancel the RFP process/ at any time without assigning any reason.**

UCO BANK

**RFP BID COVERING LETTER (On letter head)**

**Description: Application for selection of Courier Agencies thereto rate contract for dispatch / delivery of letters in envelopes and other stationery in bags.**

The Asst. Gen. Manager,  
UCO BANK,  
Printing & Stationery Department  
2, India Exchange Place(1<sup>st</sup> Floor)  
Kolkata,700 001

Dear Sir,

This is in response to your tender no **HO/PTG&STY/TENDER/02/2022-23** dated **30/09/2022**.

Having examined the Tender document, we hereby submit all the necessary information and relevant documents for selection of courier agencies herewith and undertake and agree to abide by all terms and conditions stipulated by the Bank in the RFP, including all annexure, addenda and corrigenda;

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.

We hereby confirm that,

- We have not been black listed or expelled from any project or not have had our contract terminated for any breach by any Government Authority/Corporate Institutions or Public Sector Undertaking(PSU) bank/Private Bank during any time in last 5 years.
- There is no case pending against us involving cheating/fraudulent activities.
- There is no outstanding Income Tax/Sales Tax/any other statutory dues.
- We will not resort to any corrupt practices in any aspect/stage of the contract.
- We have read this tender document in full and shall abide by the Terms & Conditions mentioned therein.
- We shall not be sub-contracting any work under the present tender, if we are selected as the successful bidder.

Date:

Signatures with  
seal/capacity

Annexure- C

DETAILS OF VENDOR/BIDDER

Sr. No	Details	Description
1)	Name	
2)	Constitution of the Bidder	
3)	Date of Incorporation and/or commencement of Business	
4)	Certificate of Incorporation	
5)	Complete postal address/contact details of the bidder	
6)	Brief description of the Bidder including details of its main line of business	
7)	Company website URL	
8)	Particulars of the Authorized Signatory of the Bidder	
	a. Name	
	b. Designation	
	c. Address	
	d. Phone Number (Landline)	
	e. Mobile Number	
	f. Fax Number	
	g. Email Address	
9)	<b>Basic Information</b> <ol style="list-style-type: none"> <li>Company/Firm/Organization Name</li> <li>Date of Incorporation</li> <li>Name and addresses of Promoters</li> <li>Capital</li> <li>Name of Indian representative/office (Indicative: Own/Dealer/Distributor, JV)</li> <li>Corporate/Head Office Details                             <ul style="list-style-type: none"> <li>Address</li> <li>Website</li> <li>Contact Person</li> <li>Phone No.</li> <li>Fax No.</li> <li>Email ID</li> </ul> </li> </ol>	

10)	<b>Financial Information</b>  a) Domestic Turnover in INR for last 3 years towards printing of security items. b) Profit in INR for last 3 years.	
11)	<b>Experience</b>  Distribution Arrangement  Number of Clients.	
12)	Registered Office – Complete address with phone number, fax number and email address	
13)	Whether ISO certificate obtained (reply “yes or no”). If yes, then please attached proof.	
14)	Selection with other Bank(Please specify):	

Signature and Seal of Company/Organization

**ANNEXURE-D**

**Timelines for delivery of the dak / envelopes / packets within the following stipulated time after acceptance of dak / envelopes / packets to various branches/offices and penalty to be imposed.**

S.No.	Zones	Stipulated time scheduled for delivery	
		By Air	By Surface
1	Local & within W.B.	Not applicable	Within 24 hrs.
2	Out of W.B.	Within 24 hrs.	Within 72 hrs.

**PENALTY:** In cases of delivery, a penalty may be imposed at the following rate, if the cause of delay is other than natural calamity or any other condition not acceptable to Bank:

S.No.	Reason	Penalty
1.	Delay more than 48 hrs.	10% of the bill amount for that delivery
2.	Delay more than 72 hrs. but upto 120 hrs.	25% of the bill amount for that delivery
3.	Delay more than 120 hrs. but upto 240 hrs	50% of the bill amount for that delivery
4.	Delay more than 240 hrs.	100% of the bill amount for that delivery

**Bank reserves the right to modify the timelines/penalties at its own discretion.**

**Annexure-E**

**Bidder's Forwarding Letter for Bid Fee of Rs. 250/-and EMD of Rs. 6,000/-**

**Asst. General Manager  
General Administration Deptt.  
UCO Bank, Head Office**

Dear Sir,

**SUB: Selection of Courier Agencies thereto rate contract for dispatch / delivery of letters in envelopes and other stationery in bags.**

**Ref: RFP No.H.O/PtgSty/Tender/02/2022-23 Date:30/09/2022**

We enclose RFP Bid fee(Non-Refundable)of Rs.250/-(Rupees Two hundred and fifty only.) and EMD Rs.6,000/-only (Rupees Six Thousand only) in the form of a Demand Draft drawn in favour of UCO BANK payable at Kolkata. We also understand and agree that no interest will be paid on EMD amount. This EMD will be treated as per terms and conditions set out in this RFP.

Thanking you,

Yours faithfully

(Authorized Signatory)

Name Company/Organization

Seal

Date

Business address

Annexure-F

**FINANCIAL/PRICE BID (PROFORMA) (To be uploaded in Bank's e-tender website only.)**

(Please quote your rate **exclusive of GST as applicable.**)

Sir,

We quote our rates for courier service as under:

**Price- Bid**

**A. FOR COURIER SERVICE:**

S. No.	Descriptions	LOCAL & within West Bengal. (A)	OUTSTATION		Total Amount. A+B+C
			BY AIR (B)	BY SURFACE (C)	
i)	Upto 250 gm				
ii)	251 gm to 500 gm				
iii)	Additional 500 gm or part thereof				
Grand Total					

**Group B: For Courier Services (Bulk Stationery)**

	Descriptions	LOCAL & within West Bengal. (A)	OUTSTATION		Total Amount. A+B+C
			BY AIR (B)	BY SURFACE (C)	
i)	Above 2 Kg to 5 kg				
ii)	Above 5 Kg to 10 kg				
iii)	Additional per kg or part thereof				
Grand Total					

Signature with  
Firm/Company Seal



**FORMAT FOR PERFORMANCE BANK GUARANTEE  
(TO BE STAMPED AS AN AGREEMENT)**

**To  
The Asst. General Manager  
(General Administration  
Deptt.), UCO Bank, Head  
Office**

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 upto .....and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

.....(date of expiry of Guarantee including claim period).

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

Yours' faithfully,

For and on behalf of

---

**Bank Authorized Official**

**Annexure-H**

**NON-DISCLOSURE AGREEMENT**

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

This Non-Disclosure Agreement is entered into on this ....day of ....., 2022  
**BETWEEN 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 "**the 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 FIRST PART/ DISCLOSING PARTY**  
**AND**

.....  
..... (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**

(Each of Bank and the vendor is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

**WHEREAS** the Vendor/Receiving Party is inter alia engaged as vendors for printing & supply of security items of Bank as per the terms and conditions specified in the RFP ref. no..... Dated: ..... The Vendor/Receiving Party would be single point of contact for this project.

**WHEREAS** Bank/Disclosing Party is inter alia engaged in the business of Banking; and

**WHEREAS** the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for selection as a **Courier Agencies**.

**WHEREAS** the Parties recognize that each other's business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary information would substantially injure a Party's business, impair a Party's investments and goodwill, and jeopardize a Party's relationship with a Party's clients and customers; and

**WHEREAS** in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a

novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

**NOW THEREFORE** the Parties hereto, in consideration of the promises and other good and valuable consideration, agree such information shall be treated as follows:

**1. Confidential Information.** "Confidential Information" shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.

**2. Use of Confidential Information.** The Vendor/Receiving Party agrees not to use the Bank/Disclosing Party's confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.

**3. Restrictions.** Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the "**Receiving Party**") shall, for contract period of eighteen (18) months from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use (except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

(a) restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and

(b) advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.

(c) use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

**4. Exclusions.** The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that:

(a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;

(b) is or becomes publicly known through no unauthorized act of the Receiving Party;

(c) is rightfully received from a third Party without restriction and without breach of this Agreement;

(d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;

(e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;

(f) is approved for release by written authorization of the Disclosing Party; or

(g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

**5. Return of Confidential Information.** All Confidential Information and copies and extracts of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

**6. Ownership of Information.** The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

**7. No License Granted.** Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

**8. Breach.** In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within.....days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

## **9. Arbitration and Equitable Relief.**

**(a) Arbitration.** The Parties shall endeavor to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under from time to time. The arbitration shall be held in Kolkata. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.

**(b) Equitable Remedies.** The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/laches of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:

- i) to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and
- ii) to specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other security shall be required in obtaining such equitable relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

**(c) Legal Expenses:** If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

**(d) Indemnification:** The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.



**10. Term.** This Agreement may be terminated by either Party giving Thirty (30) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of 18 Months from the date of the last disclosure of Confidential Information made under this Agreement or till the period further extended by the Bank.

**11. No Formal Business Obligations.** This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

**12. General Provisions.**

**(a) Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of India.

**(b) Severability.** If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.

**(c) Successors and Assigns.** This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.

**(d) Headings.** All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

**(e) Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

**(f) Jurisdiction of Court:** All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts of Kolkata only.



**(g)** Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and M/s .....

The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.

**For and on behalf of**

.....

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**For and on behalf of**

.....

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**Annexure- I**

**PRE-CONTRACT INTEGRITY PACT**

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

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

And

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

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

**3. Preamble**

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

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

**4. Commitments of the Buyer**

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

- (i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- (ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- (iii) The Buyer will exclude from the process all known prejudiced persons.

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

### **5 Commitments of the Bidder(s) /Seller(s):**

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

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

5.2 The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder

/Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

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

#### **5.4 Agents / Agency Commission**

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

#### **6. Previous Transgression**

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

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

## **7. Company Code of Conduct**

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

## **8. Sanctions for Violation**

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

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

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

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

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

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

## **9. Compensation for Damages**

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

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

## **10. Price Fall Clause**

The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU or Public Sector Bank and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems

was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

### **11. Independent External Monitor(s)**

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

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

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

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

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

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

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

### **12. Law and Place of Jurisdiction**

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

### **13. Other Legal Actions**

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

#### 14. Integrity Pact Duration.

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

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

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

#### 15 Other Provisions

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

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

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

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

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

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

18. The Parties here by sign this Integrity Pact at \_\_\_\_\_on \_\_\_\_\_ (Seller/Bidder) and \_\_\_\_\_on \_\_\_\_\_ (Buyer)

BUYER  
Signature:  
General Manager/DGM  
(\*)  
UCO Bank  
.....Division

BIDDER \* /SELLER\*  
Signature:  
Authorized Signatory

Place:  
Date:

Place:  
Date:

Witness 1:

Witness 2:

(Name & Address)

(Name & Address)



**Letter of Undertaking & Indemnity**  
**(To be stamped as per the Stamp Law of the Respective State)**

**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 letter dated ..... agreeing to appoint us as vendor for dispatch / delivery of letters in envelopes and other stationery in bags to branches / offices Pan India in Uco Bank, we, ....., a Company/firm 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,



**Printing & Stationery Department**  
**2, India Exchange Place, Kolkata-700 001**

regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of the BANK or Indemnifier or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.

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

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

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

.....  
**(Signature of the Bank's Official)**

**Draft Agreement**

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

Article of agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 20.... 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 ..... (Name of Courier / Cargo / Transporters / Packer-cum-Clearing Agents) having its registered office at ..... (hereinafter "Courier / Cargo / Transporters / Packer-cum-Clearing Agents") 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 Courier Agency.

And whereas the Courier Agency 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..... dated .....2022 and amounting to the sum of Rs. .... (Rupees ..... only) inclusive of all Taxes .

NOW IT IS HEREBY AGREED AS FOLLOWS:

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

- (a) The Application Form
- (b) Price Schedule submitted by the Courier
- (c) RFP for Selection of Courier dated.....
- (d) Corrigendum/addendum, if any dated.....

**GENERAL TERMS & CONDITIONS**

- 1.Scope of work:** The selected vendor will be responsible for dispatch / delivery of letters in envelopes and other stationery in bags to branches /

offices Pan India within specified TAT to the branches/offices as per the Delivery Schedule.

**2. Duration of contract:-** The contract period for selection of Courier Agencies will be valid for a period of three (3) years effective from.....2022 unless terminated earlier by the Bank for its own convenience by giving 30 days' notice in writing to the vendor without assigning any reason(s) and without any cost(s) or compensation therefore.

In case the performances of the Courier are not found in consonance with the terms of this Agreement and if not rectified by Courier, Bank may terminate the Agreement at its sole discretion by giving 30 days' notice in writing without assigning any reason(s) and without any cost(s) or compensation there for and also without prejudice to its right(s) and contention(s) available under the Agreement and any other law(s) for the time being in force.

**3. Price and Taxes:**

The rate contract will be finalised after obtaining the quotation for delivery charges is received from the selected vendors as per **Annexure F**. The rate will be decided on L basis and Bank reserves the right to finalise a uniform structure of rates. The rates will be approved by the Bank and rate will be reviewed every year.

Additional Terms & Condition on GST are as follows:

- (a) Service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- (b) The Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN<sup>1</sup>. 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.

(c) 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 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.

(d) Supplementary invoices/debit note/credit note for price revisions to enable UCO Bank to claim tax benefit on the same shall be issued by the vendor for a particular year before September of the succeeding financial year.

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

### 3. DELIVERY SCHEDULE:

#### 3.1 Couriers / Cargo Service Agents:

S.No.	Zones	Stipulated time scheduled for delivery	
		By Air	By Surface
1	Local & within W.B.	Not applicable	Within 24 hrs.
2	Out of W.B.	Within 24 hrs.	Within 72 hrs.

**4. Delivery Order & Terms of Payment** (Bank will not pay any advance):- Dispatch/Delivery order to be given by Head Office –Dispatch Department, Central Store and any other offices of UCO Bank. Head Office-Finance Department of UCO Bank will disburse 100% payment to the vendor upon successful & Satisfactory supply, on furnishing of bills, invoices, receipts for all materials supplied duly certified by the branch.

Vendor has to ensure and deliver the material within the time agreed as per **Delivery Schedule** mentioned above. The bills are to be submitted directly to the concerned Department of Head Office for settlement of dues. If delays are observed in performances or deliveries and the time for such performances or deliveries is not extended by the Bank, Bank will be free to terminate the contract without further notice and without any cost/compensation therefor and the Performance Bank Guarantee submitted by defaulting Vendor will be invoked

and amount will be forfeited without prejudice to Bank's rights and contentions available under contract and the laws for the time being in force.

**5.Modification of Work/Purchase Order:** Bank reserves the right to modify(i.e. addition/reduction) the Work Order as per its requirement and the payment for such addition/reduction would be determined on pro rata basis or on mutual consent of the parties.

**6.INTEGRITY:** Each and Every bidder has to execute Integrity Pact as per Bank's format as per **Annexure-I** on Non-Judicial Stamp Paper of appropriate value and submit it with the Technical Bid.

**7. Performance Bank Guarantee:-**“Vendor shall be liable to furnish a Performance Bank Guarantee of Rs 50,000 /- (Rupees Fifty Thousand) only, as per enclosed format in **Annexure-G**, issued by any scheduled commercial bank other than UCO Bank valid for 42 months) either before or at the time of execution of this Agreement. If the contract is extended/renewed after the completion of initial term, PBG shall be extended or renewed by the Vendor.

The Performance Bank Guarantee shall act as performance security in case the Vendor is unable to deliver ordered stationery within the stipulated time, Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the vendor is not able to fulfill any or all conditions specified in this Agreement or Purchase Order or is unable to complete supply within the stipulated time.

**8. PENALTY:** In cases of delivery, a penalty may be imposed at the following rate, if the cause of delay is other than natural calamity or any other condition not acceptable to Bank:

S.No.	Reason	Penalty
1.	Delay more than 48 hrs.	10% of the bill amount for that delivery
2.	Delay more than 72 hrs. but upto 120 hrs.	25% of the bill amount for that delivery
3.	Delay more than 120 hrs. but upto 240 hrs	50% of the bill amount for that delivery
4.	Delay more than 240 hrs.	100% of the bill amount for that delivery

8.1 If cases of recurrence of delay beyond 96 hrs. occurs more than three times in a month, Bank may consider delisting of such Courier and will inform the licensing Authority for cancellation of carrying of such business/activity .

8.2 Courier shall pay any loss suffered by the Bank due to non-delivery of the articles by the courier to the Bank.

8.3 Bank may invoke the guarantee for compensation of any loss or damage suffered by them due to an act of omission, wrong delivery and loss of dak or else by the Courier.

8.4 POD must be submitted by 10<sup>th</sup> of every next month otherwise 10% penalty will be imposed on invoice bill.

The vendor's liability in case of claims against the Bank resulting from willful misconduct or gross negligence of vendor, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other intellectual property rights or breach of confidentiality obligations shall be for unlimited damages.

**If the vendor exits or terminates the contract before expiry of contract period in that circumstances for failure of delivery of any or all of the products or for non-performance the liability of the vendor shall be liable for Liquidated Damages subject to the maximum limit as mentioned above.**

**9. 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.

The whole or any part of the party's obligation under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If force majeure event continues beyond the period of three(3) months the parties shall hold consultation to resolve the problem satisfactorily.

**10.Compliance of laws:** The Vendor undertakes to comply with all Laws/Rules/Regulations/Bye – Laws/Notifications etc. for the time being in force.

**11.** Bidder is required to comply with and adhere to all Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc. Any license, if required for supplying

the stationary, needs to be secured by the bidder. The bidder is solely responsible for any legal obligation related to this.

### **Change in law clause**

Any reduction in the contract price resulting from introduction of any new law, towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the Contract, then the Parties agree to a downward adjustment to the contract price to reflect the financial impact of such "Change in law" and the financial benefit thereof shall be given to the Bank.

**12. 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: -

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

**13. 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.

**14.INDEMNITY BOND:** Vendor agrees to submit Letter of Indemnity as per Bank's format as per **Annexure-J**.

**15.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.

**16.** Bank reserves its rights to modify (i.e addition and reduction) the purchase order as per its requirement and the payment of such addition or reduction would be determined on prorata basis or on mutual consent of the parties.

**17. 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 Bidder will not make or allow to make a public announcement or media release about any aspect of the contract unless BANK first gives the bidder its prior written consent.

**18. Conflict of Interest.**

The vender 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.

**19. Dispute resolution mechanism**

- a.The Bidder 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:
- b.The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within thirty (30) days of receipt of the notice.
- c.The matter will be referred for negotiation between General Manager (Strategic Planning & GAD) of UCO BANK and the Authorized Official of the selected Bidder. The matter shall then be resolved between them and the agreed course of action shall be documented within a further period of 15 days.
- d.In case the dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute/difference shall be submitted by either party for arbitration within 30 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.
- e.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 30 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.

- f. 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 or arising out of the Contract/Service Level 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.
- g. 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, rather shall continue to render the Service/s in accordance with the provisions of the Contract/ Service Level Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

## **20. 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 Vendor 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 Vendor 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 Vendor 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

**Printing & Stationery Department**  
**2, India Exchange Place, Kolkata-700 001**

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 pre-bid 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 the stickiest of confidence shall be maintained in respect of such information. Selected Vendors have to execute Non-Disclosure Agreement as per **Annexure-H**

**H. Non Assignment:** Vendor shall agree to 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 Employer and the vendor have set their respective hands on the day and year first herein above written.

Signed on behalf of the UCO Bank  
 vendor

Signature on behalf of the

In presence of:

By its duly authorized Officer  
 In presence of:

1)Signature.....

1)Signature.....

Name with address:

Name with address:

2)Signature.....

2) Signature.....

Name with address

Name with address: