



**REQUEST FOR PROPOSAL (RFP)  
FOR  
EMPANELMENT OF CONTRACTORS/ARCHITECTS IN  
VARIOUS FINANCIAL CATEGORY.**

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HO/GAD/ 3103 /2020-21

Date: 15.02.2021

## NOTICE INVITING OPEN TENDER FOR EMPANELMENT OF VENDOR/CONTRACTORS & ARCHITECT IN VARIOUS FINANCIAL CATEGORY.

SEALED QUOTATIONS ARE INVITED FROM reputed /well-established, resourceful and experienced VENDOR/CONTRACTORS & ARCHITECT at in & around Kolkata for empanelment in the Bank's panel needs to apply afresh.

**a)Availability of Tender Document:** The Tender Documents should be downloaded from the Bank's website [www.ucobank.com](http://www.ucobank.com) from 15/02/2021 to 08/03/2021.

**b)Date & Place of Submission of Tender:**08.3.2021 upto 2:30 P.M at Head Office, General Administration Department at 2<sup>nd</sup> Floor, 10 BTM Sarani,Kolkata-700001

**c)Pre-Bid Meeting:**25.2.2021 upto 2:30 P.M at Head Office, General Administration Department at 2<sup>nd</sup> Floor, 10 BTM Sarani,Kolkata-700001

**d) Opening of Bid:** 9.3.2021 on 11:00 AM at Head Office, General Administration Department at 2<sup>nd</sup> Floor, 10 BTM Sarani,Kolkata-700001

### e)Miscellaneous terms:

Cost of Tender Documents	Rs. 1000.00 (Rupees One Thousand only) (Non refundable). The tender document to be downloaded from Bank's website <a href="http://www.ucobank.com">www.ucobank.com</a> . Cost of Tender Document is to be submitted with Bid in the form of Pay Order/Demand Draft in favour of UCO Bank, payable at Kolkata.
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**f)Mode of Submission of Tender:** In Sealed envelope, cover super scribed with Trade and Category applied for, NIT No, Date; Name & Address of the Bidder address to Dy.General Manager(GA),General Administration Department Head Office ,UCO Bank to be submitted at Head Office, General Administration Department at 2<sup>nd</sup> Floor, 10 BTM Sarani,Kolkata-700001

### g)List of documents to be submitted

**(h)** All Documents to be furnished as stipulated/instructed in RFP

(ii) Duly signed RFP in all paged

(iii) Tender Cost

(iv) Duly filled up and signed Integrity Pact

i) For any clarification, following may be contacted:

Chief Manager,

UCO BANK, HEAD OFFICE-GAD,

033-44557176, [hogad.calcutta@ucobank.co.in](mailto:hogad.calcutta@ucobank.co.in)

Asstt. General Manager (GA)

**GENERAL TERMS & CONDITION**

- a) Each page of pre-qualification document shall be duly signed by the Applicant or his authorized representative.
- b) If the application is made by a partnership firm, a certified copy of the partnership deed, Certificate of Registration, current address of the firm and the full names and current addresses of all the partners of the firm shall also accompany the application.
- c) If the application is made by a limited company it shall be signed by a person duly authorized by the Board of Directors of the Company. A copy of the Authorization document complying with the above to be enclosed.
- d) The decision of the Bank to accept or reject any application will be final. Empanelment will be subjected to satisfactory physical inspection (if required).
- e) The Bank reserves the right to reject any or all application without assigning any reason.
- f) In case the applicant's close relatives are associated with Bank and in particular the Stationary section or General Administration wing of the Bank, details like name, designation etc. shall be furnished and informed. Non-disclosure of such critical information will lead to disqualification if it comes to light at a future date.
- g) Empanelment does not give any guarantee for allotment of any work
- h) REJECTION OF BID:**  
The bid is liable to be rejected if:
- Tenders not received in sealed envelopes or without Tender Cost of.
  - It is not in conformity with the instruction mentioned in this tender document.
  - It is received after expiry of the due date and /or time.
  - It is evasive and contains incorrect information.

- 
- If there is canvassing of any kind.
  - It is submitted anywhere other than the tender box or to the addressee.
  - Not fulfilling the eligibility criteria as mentioned in 'Eligibility Criteria'.
  - **If the tender/R.F.P is conditional**
  - If there is any conflict of interest between the bank and Tenderer /Bider.

#### **i) Evaluation of Application**

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

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

#### **j) Validity of empanelment**

It will be valid for three (3) years from the date issue of confirmation letter.

#### **k) Confidentiality :**

The offers must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- To maintain and use the Information only for the purposes of this Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause

- 
- To treat all Information as Confidential Information.

**l) De-listment:**

We may delist the contractor due to followings reasons:

- Job not started in time
- Job not completed within stipulated time
- Certification of poor workmanship
- Certification of poor quality
- Not participating in tender process
- Non-submission of documents
- Submission of wrong information during empanelment
- Any other reason Bank may feel appropriate
- Sublet and/or transfer the contract to other party.

**m) Court of jurisdiction:**

The contract executed shall be governed by and construed in accordance with the Laws of India for the time being in force and all the dispute(s) or difference(s) arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts at Kolkata.

**n).DISPUTE RESOLUTION MECHANISM:** The Vendor and The Bank shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- i. The Party raising a dispute shall address to the other Party a notice in writing requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- ii. The matter will be referred for negotiation between designated officials of the Bank /Purchaser and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.



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- iii. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same shall be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- iv. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document. The arbitrators shall hold their sittings at Kolkata.
- v. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement.

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**o)** Integrity Pact:- Bidder/ vendor has to furnish integrity pact as per banks format as per **Annexure-VIII** along with bid .

**p).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.

Asstt General Manager(GA),

UCO BANK,

General Administration Department-H.O

**A) EMPANELMENT OF ARCHITECTS/VEBDORS/CONTRACTORS UNDER VARIOUS TRADES**

Applications are invited from bonafide contractors for empanelment in various financial categories of following trades:

Sl.No	Type of Work/ Services	Financial Outlay per reference
1	Architect/Consultant	Category-A: up to Rs.5 lacs Category-B: more than Rs.5 lacs & less than Rs.10 lacs Category-C: more than Rs.10 lacs & less than Rs.25 lacs
2	Civil Construction/ Repairing work	Category-A: up to Rs.5 lacs Category-B: more than Rs.5 lacs & less than Rs.10 lacs Category-C: more than Rs.10 lacs & less than Rs.25 lacs Category-D: more than Rs.25 lacs & less than Rs.1 crore
3	Furnishing work including repairing of furniture	Category-A: up to Rs.5 lac Category-B: more than Rs.5 lac & less than Rs.10 lacs Category-C: more than Rs.10 lacs & less than Rs.25 lacs Category-D: more than Rs.25 lacs & less than Rs.1 crore
4	Horticulture/Maintenance of Garden and Potted Plants	Category-A: Less than Rs.50,000/- Category-B:Rs. 50,000/- to less than Rs.2 lacs
5	Electrical work including Operation/Maintenance/r epairing of electrical installations.	Category-A: up to Rs.5 lac Category-B: more than Rs.5 lac & less than Rs. 10 Category-C: more than Rs.10 lacs & less than Rs.25 lacs
6	Air-conditioning work including operation/maintenance services of standalone (windows/split / cassette / tower) air-conditioning	Category-A: up to Rs.5 lac Category-B: more than Rs.5 lac & less than Rs. 10 Category-C: more than Rs.10 lacs & less than Rs.25 lacs

	units	
7	Catering	Category-A: up to Rs.5 lac
8	House keeping	Category-B: more than Rs.5 lac & less than Rs. 10 lacs
9	Telephone	Category-C: more than Rs.10 lacs & less than Rs.25 lacs
10	Pest control	

**Fixing of Financial Outlay has been done as under:**

- Architect/Consultant:** on the basis of fees received against their services per reference basis(per reference basis).
- Service Work/Operation Work/ Catering/ House keeping/ Telephone/ Pest control:** on the annual value against their services (per reference basis).
- For other work viz Civil Construction work/Furnishing Work/Electrical Work:** on the basis of job/work order value (per reference basis).

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

- Applicants for empanelment in a trade should have at least five(5) year's experiences in execution of similar work in Banks / Govt. / Public Sector / reputed Private Sector organizations in respective trades.
- Experience of having successfully completed similar work during last seven years ending last day of the month previous to the one in which application are invited should be either of the following:
  - Three similar completed works costing not less than the amount equal to 40% of respective upper limit of financial category.
  - or
  - Two similar completed works costing not less than the amount equal to 50% of the respective upper limit of financial category.
  - or
  - One similar completed work costing not less than the amount equal to 80% of the respective upper limit of financial category.
- Average annual financial turnover during the least three years, ending 31<sup>st</sup> March of the previous financial year, should be at least 50% of the upper limit of respective financial category .
- ) Valid PAN & GST Registration

- 5) The applicants should have their local office / establishment ( i.e. within 25KM from our Head Office)
- 6) Applicants for Catering services must have necessary license(s) / permit / sanction from the respective authority (ies) in respect of providing catering services, in Kolkata.
- 7) Applicants for Pest control services should be a member of IPCA (Indian Pest Control Association). Photocopy of such membership certificate should be submitted with the application.
- 8) Contractors applying for the trade of Electrical work should possess the valid Electrical contractor's license, issued by the Directorate of Electricity, Govt. of West Bengal, in the name of the contractor or employee of the company. Photocopy of such license should be submitted with the application.

**A.2.GENERAL INSTRUCTION FOR GUIDANCE OF APPLICANTS IN RESPECT OF EMPANELMENT OF CONTRACTORS:**

1. Applications must be submitted in Bank's prescribed format only (as per Annexure - I) Application in any other form will not be considered.
2. No applicants can apply for more than one financial category in a particular trade of work or services. If a contractor applies for more than one financial category in a particular trade of work of services, his application for higher category will be summarily rejected.
3. Applicants for the trade of Telephone maintenance services should be capable of liasoning with BSNL and other Service Providers for smooth functioning of telephone system.
4. Applicants for the trade of Civil Construction/ Repairing work must be capable to undertake plumbing work.
5. Contractors / vendors applying for the trade of Operation / maintenance services of air conditioning machines should have vast sound experience in operation & maintenance of all kinds of standalone air-conditioning units.
6. The Bank reserves the right to visit the establishment / workshop of applicants of any trade before finalization of empanelment.
7. The Bank reserves the right to accept or reject any application without assigning any reason thereof.

8. The existing empanelled contractors of the Bank need to apply afresh for empanelment against this notification.
9. Contractors have to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Contractor have 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 contractor and details available with UCO Bank, then payments to contractor to the extent of GST relating to the invoices/s under mismatch will 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.
10. Additional sheet of papers may be used for submitting the applications, wherever space in the format is found inadequate.
11. Bank reserves the right to call for report from the existing clients of the applicant, if required.

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

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

- Name and Address of Bankers with solvency certificate (for category – 'C' & above of all trades).
- Key personnel employed (as per annexure – IV) for category of all trades.
- Duly filled up integrity pact on stamp paper as per banks format as per **Annexure-VIII** along with bid

#### **B) ELIGIBILITY CRITERIA FOR EMPANELMENT OF ARCHITECTS**

- a) Applicants for empanelment should have at least five year's experiences in execution of similar work in Banks / Govt. / Public Sector / reputed Private Sector organizations in respective trades.
- b) Experience of having successfully completed similar work during last five years ending last day of the month previous to the one in which application are invited should be either of the following:
  - Three similar completed works costing not less than the amount equal to 40% of respective upper limit of financial category.
  - or
  - Two similar completed works costing not less than the amount equal to 50% of the respective upper limit of financial category.
  - or
  - One similar completed work costing not less than the amount equal to 80% of the respective upper limit of financial category.
- c) Average annual financial turnover during the least three years, ending 31<sup>st</sup> March of the previous financial year, should be at least 30% of the upper limit of respective financial category (for financial category under 'C' of all trades).
- d) Valid PAN & GST Registration
- e) The applicants should have their local office / establishment ( i.e. within 25KM from our Head Office)
- f) Firms applying for empanelment of Architect must have the persons/partners with Graduate/post Graduate Degree in Architecture/Civil Engineering from India or abroad
- g) Firms applying for empanelment of Architect must have registration of Council of Architecture.

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- h) Firms must have the adequate infrastructure / manpower for execution of civil & sanitary / interior furnishing/Electrical/Air-conditioning/Fire alarm & detection system/LAN work.

**B.1.GENERAL INSTRUCTION FOR GUIDANCE OF APPLICANTS IN RESPECT OF EMPANELMENT OF ARCHITECTS:**

- i) Applications must be submitted in Bank's prescribed format only (as per annexure - I) Application in any other form will not be considered.
- j) No applicants can apply for more than one financial category in a particular trade of work or services. If a Architect applies for more than one financial category in a particular trade of work of services, his application for higher category will be summarily rejected.
- k) The Bank reserves the right to visit the establishment / workshop of applicants of any trade before finalization of empanelment.
- l) The Bank reserves the right to accept or reject any application without assigning any reason thereof.
- m) The existing empanelled Architects of the Bank need to apply afresh for empanelment against this notification.
- n) Architects have to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Architect have should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN<sup>2</sup>. In case there is any mismatch between the details so uploaded in GSTN by Architect and details available with UCO Bank, then payments to Architect to the extent of GST relating to the invoices/s under mismatch will 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.
- o) Additional sheet of papers may be used for submitting the applications, wherever space in the format is found inadequate.



- 
- p) Bank reserves the right to call for report from the existing clients of the applicant, if required.

**B.2.DOCUMENTS TO BE SUBMITTED:**

- The list of similar work executed in last seven years in Bank's / Govt. Departments / Public Sector Organizations / Reputed private Sector Organizations along with completion certificates / Purchase Order / Work Order mentioning therein the details of work value & date of completion. (as per Annexure-I & II).
- Photocopy of required documents in support of Eligibility Criteria.
- The documents should be provided strictly in line with 'Eligibility Criteria'. Submission of undesirable documents should be avoided.
- Copies of PAN card, GST registration certificate, Trade Licence and any other registration certificates/licences, as may be necessary, as per Rules of local Statutory Authorities.
- Audited account and Balance Sheet for last three years for financial category under 'B & above' .
- Name and Address of Bankers with solvency certificate (for category – 'C' ).
- Key personnel employed (as per annexure – IV) for all category.
- Duly filled up integrity pact on stamp paper as per banks format as per **Annexure-VIII** along with bid

**ANNEXURE - I**

**TENDER APPLICATION (ON LETTER HEAD)**

Description: APPLICATION FOR EMPANELMENT OF ..... UNDER FINANCIAL CATEGORY....

The Deputy Gen. Manager,  
General Administration Department-Head Office  
UCO BANK  
10.B.T.M SARANI(2<sup>ND</sup> Floor)  
Kolkata,700 001

Dear Sir,

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

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

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

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

Date :

Signatures with seal/capacity

- Encl.: 1) Schedules duly filled in the prescribed form.
- 2) Tender cost (non-refundable) in the form of Demand Draft for Rs. 1000.00 (Rs. One thousand only) favouring UCO Bank, payable at Kolkata.
- 3) .....
- 4) .....

**ANNEXURE - II**

**DETAILS OF ORGANISATION      GENERAL INFORMATION:**

Trade.....

Financial Category.....

1. Name of Company / Firm:
2. Registered Address of the Company with Telephone No., FAX & E-mail ID:
3. Address of the company in Kolkata with Telephone No., FAX & E-mail ID:
4. Year of Establishment:
5. Status of the Company (whether Proprietary / private Ltd. / Public Limited/ Co-operative Society / Public Sector / Autonomous body / Govt. Department):
6. Name of the Proprietor / Directors / Partners / Controlling body:

i)

ii)

iii)

7. a) Name and Address of Bankers:  
(Applicable for category A,B ,C,D )

i)

ii)

iii)

iv)

b) Enclose Solvency certificate from at least one Banker in a sealed envelope marked confidential. (**Applicable for category C & above** )

8. GST no.

9. Whether an assessee of Income Tax.  
If so, please mention the Permanent  
Account Number:

10. For the Trade of Electrical Work & Electrical Maintenance Work:

i) Electrical License No. and validity:

ii) Name of Issuing Authority:  
(Furnish photocopy of license)

iii) Name of the license holder and  
in what capacity the license holder  
is engaged with the company:

11. For the Trade of Catering Services:

Valid license(s) / permit / sanction from the respective authority (ies) in  
respect of providing catering services, in Kolkata

12. For the Trade of Pest Control Services:

- i) IPCA membership No:
- ii) Validity of membership:  
(Furnish photocopy of membership certificate)

13. For the Trade of Architect:

- (i) Council of Architecture Registration No:
- iii) Validity of membership Indian Institute of Architect:

14. Furnish copies of audited Balance Sheet with Profit & Loss account for last three years in case of applicants applying for the financial **category of B & above**:

2017 -18

2018-19

2019 -20

15. Whether empanelled with other PSU Banks / Govt. Depts. / PSUs / Autonomous bodies. If so, please furnish the following particulars:

<u>Name of the Organisation /</u> <u>Validity</u> <u>Institution</u>	<u>Trade/Services</u>	<u>Date of Empanelment</u>
<u>Financial</u>		

16. Furnish the names of three responsible persons who will be in a position to certify about the quality as well as past performance of your organization

i)

ii)

iii)

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

Date:

Signature of Applicant

(with Seal)

**ANNEXURE – III**

**DETAILED PARTICULARS FOR THE WORKS DONE IN PAST FIVE YEARS:**

Sr. No.	Name of work/Project with address	Short description of work executed	Name & address of owner	Value of work executed	Stipulated time of completion	Actual time of completion

(Furnish photocopies of credentials)

**ANNEXURE - IV**

**KEY PERSONNEL EMPLOYED**

Sr. No.	Name	Designation	Qualification	Experience	Years with the firm	Any other



**ANNEXURE - V**  
**OTHER RELEVANT INFORMATION**

**Work Force:**

Sr. No.	Work force	No.	Any other	Years with the Firm
1	Masons			
2	Carpenters			
3	Mechanics			
4	Electricians			
5	Mate/helpers			
6	Others			

**ANNEXURE – VI**

**WORKSHOP/LOCAL OFFICE FACILITIES:**

Sr. No.	Location/Address	Type of Premises (Owned/Rented)	Type facilities(Office/Work Shop/Store)	of

**ANNEXURE-VII**

**DRAFT LETTER OF UNDERTAKING & INDEMNITY**

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

To

UCO Bank

**General Administration Department**

**Head Office**

In consideration of UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700 001 (hereinafter Referred to as "the Bank" which expression shall include its successors and assigns) at our request and on the strength of our statements and representation contained letter dated ..... agreeing to appoint us as vendor for printing of non-security items of 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, 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)

## **ANNEXURE-VIII**

### **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/Dy General Manager,

UCO Bank ,

.....Division

Place:

Date:

Witness 1:

(Name & Address)

BIDDER \* /SELLER\*

Signature:

Authorized Signatory (\*)

Place:

Date:

Witness 2:

(Name & Address)