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UCO BANK

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UCO BANK

Head Office, General Administration Department

2<sup>nd</sup> Floor, 10 BTM sarani, Kolkata-700001

Email: [hogad.calcutta@ucobank.co.in](mailto:hogad.calcutta@ucobank.co.in)

Phone: 033-44558099/7383

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

TENDER FOR PROFESSIONAL FEES FOR ELECTRICAL AUDIT OF VARIOUS MULTI-STORED BUILDINGS  
OF UCO BANK AT KOLKATA

PART-I (Technical Bid)

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INDEX

Sl.No.	Particulars	Page No.
1	Notice Inviting Tender	3-4
2	Eligibility Criteria	5
3	GENERAL TERMS & CONDITIONS	6-8
4	ANNEXURE-I (Duties & Responsibilities)	9-17
5	ANNEXURE-II(APPLICATION FORMAT)	18-20
6	ANNEXURE-III(DRAFT AGREEMENT)	21-25
7	ANNEXURE-IV (FORMAT OF INTEGRITY)	26-29
8	ANNEXURE-V(DRAFT INDEMNITY)	30-31
9	PRICE SCHEDULE-BOQ	32-33

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Tender Notice No: ----- dated -----

## NOTICE INVITING offers from Consultant

SEALED QUOTATIONS ARE INVITED FROM COMPETENT VENDORS HAVING SOUND TECHNICAL CAPABILITY FOR ELECTRICAL AUDITS OF BANK'S BUILDINGS AT KOLKATA in TWO PART SYSTEM, PART- I (Pre-Qualification Documents) & PART- II (Bid Documents) to be submitted to the Dy. General Manager (GA), UCO Bank, Head Office, General Administration Department, 2<sup>nd</sup> Floor, 10 BTM sarani, Kolkata-700001 in two separate envelopes.

We give below other terms & conditions:

### Availability of Tender Document:

The Tender Documents both **PART- I** (Pre-Qualification Documents) & **PART- II** (Bid Documents) should be downloaded from the Bank's website [www.ucobank.com](http://www.ucobank.com) from **26.11.2018 to 17.12.2018**.

### Date & Place of Submission of Tender:

Upto **2.00 PM on 17/12/2018** at UCO Bank, Head Office, General Administration Department.

### Pre-Bid Meeting:

At **3.00 PM on 04/12/2018** at UCO Bank, Head Office, General Administration Department,

### Date & Place of opening of Tender:

At **3.00 PM on 17/12/2018** at UCO Bank, Head Office, General Administration Department, . (However, price bids will be opened at a later date upon vetting of Technical bids and date of opening will be informed to all eligible bidders well in advance.)

### Miscellaneous terms:

Estimated cost	Rs.1.10 Lakh plus GST
Cost of Tender Documents	Rs. 250.00 (Rupees Two Hundred Fifty 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 Technical Bid (Part-I of tender documents) in the form of Pay Order/Demand Draft in favour of UCO Bank, payable at Kolkata.
EMD	<b>EMD:</b> <b>a)</b> EMD of Rs.1,100/- (Rupees One Thousand One Hundred Only) must be submitted with Technical Bid (Part-I) in the form of pay order /demand draft in favour of UCO Bank, payable at Kolkata <b>b)</b> EMD of unsuccessful bidders will be released (without any interest) against their request letter after acceptance of L.O.I by the identified

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	<p>bidders .</p> <p><b>c)</b> EMD of L-1 bidders will be released (without any interest) after completion of job.</p> <p><b>d)</b> However, if Successful tenderer withdraws their acceptance of our L.O.I UCO Bank will have the right to forfeit the Earnest Money Deposit without making reference .</p>
Scope of works	Duties/responsibilities enumerated in the <b>Annexure - I</b> . Please return the same with your signature as a token of acceptance thereof.

## Mode of Submission of Tender:

1. In **First Sealed Cover** super scribed with **PART- I (Pre-Qualification Documents)**: It will comprise of documents mentioned in page 3. Any condition stipulated in Part-I will not be accepted.
2. In **Second Sealed Cover** super scribed with **PART- II (Bid Documents)**: It will comprise of price bid. Any condition stipulated in Part-II will not be accepted.
3. In **Third Sealed Cover** super scribed with Name of work, NIT No, Date & time of Submission & Opening, Name & Address of the Bidder will comprise of both First Sealed cover (**PART- I**) and Second Sealed Cover (**PART- II**) and a **Sealed Cover** with the **Earnest Money**.

Bank is not bound to accept the lowest offer and reserves the right to accept or reject in part or full any or all the offers without assigning any reason whatsoever and any cost or compensation thereof. Any decision of UCO Bank in this regard shall be final, conclusive and binding on the offerers. The notification of opening award of contract will be made in writing to the successful tenderer by the UCO Bank. In case, date of pre-bid meeting or date of closing/opening is declared holiday or Bank is closed for any reason on that day, next working day at same place and time will be considered for pre-bid meeting or date of closing/opening.

Dy General Manager (GAD)

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**Eligibility Criteria:**

1. Firms should have the persons with Graduate/post Graduate Degree in Electrical Engineering from India or abroad and /or possessing the membership of the Institution of Engineers or any other professional institute. Firm also should have (BEE Certified) Electrical Energy Auditor.
2. Firm should have at least three years experience in consultancy/Audit for similar work i.e Electrical Audit preferably for multi-storied buildings in Banks/ Govt./Public Sector/reputed private sector organizations .
3. Firm should have successfully executed
  - a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost during last three years ending last day of the month previous to the one in which applications are invited.
  - or
  - b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost during last three years ending last day of the month previous to the one in which applications are invited.
  - or
  - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost during last three years ending last day of the month previous to the one in which applications are invited.
4. Firm should have their office/establishment with adequate infrastructure at Kolkata.
5. Firm must be GST enlisted company.

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**General Terms & Conditions****A) REJECTION OF BID:**

The bid is liable to be rejected if:

- Tenders not received in two parts in separate envelopes or without EMD and Tender Cost.
- 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.
- If any indication of price/rate/charges is being found in Part-I of the tender.
- If the tender/R.F.P is conditional.
- If there is any conflict of interest between the bank and Tenderer /Bider.

B) **EVALUTION CRITERIA OF THE TENDER:** The tender will be evaluated on the basis of Overall Cost quoted under "Price Bid".

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

- a) The list of similar works executed in last three years in Banks/Public Sectors/Reputed Private Sector Organization along with completion certificate mentioning therein the details of work with value & date of completion (as per **annexure – IV, duly signed**).
- b) Copies of PAN card, Trade License, GST registration certificate.
- c) Copies of certificates of members on Graduate/Post Graduate Degree in Electrical Engineering from India or abroad and /or the membership of the Institution of Engineers or any other professional institute.
- d) Copy of BEE certify Electrical Auditor Certificate
- e) Key personnel permanently employed (as per **annexure – V, duly signed**).
- f) Application form in **annexure – II, duly signed**
- g) EMD & Tender Cost

**D) List of documents to be submitted in PART - II**

- Basic Fee for Electrical Audit of five nos Banks Building at Kolkata and overall cost thereof.

**E) Details of Bank's Building**

Sl.No	Building's Address	Building's Details
1	UCO BANK, HEAD OFFICE- I, AT 10 BTM SARANI,KOLKATA-700001	Floor- G+9 Approx Total Area (Sq.ft)-71830 sq.ft
2	UCO BANK, HEAD OFFICE-II, AT DD, 3&4, SALT LAKE SECTOR-1, KOLKATA-700064	Floor- G+7 Approx Total Area (Sq.ft)- 37230 Sq.ft
3	UCO HOUSE AT 1/1 ALIPORE AVENUE, KOLKATA-700027	A) Junior Block Floor- G+7- Approx Total Area (Sq.ft)- 32000 Sq.ft  B) Senior Block Floor- G+6- Approx Total Area (Sq.ft)- 25000 Sq.ft
4	UCO BANK BUILDING(CENTRAL TRAINING COLLEGE) , AT GE-8, SECTOR-III, SALT LAKE, KOLKATA – 700 106.	A) Block-1 Floor- G+3- Approx Total Area (Sq.ft)-15000 Sq.ft  B)Block-2 Floor- G+7- Approx Total Area (Sq.ft)- 40000 Sq.ft
	UCO BANK BUILDING , AT 2,INDIA EXCHANGE PLACE,KOLKATA-700001	Floor- G+3- Approx Total Area (Sq.ft)- 32000 Sq.ft

All buildings are having H.T Power Supply.

**F) Other Terms & Conditions:**

1. The Successful Bidder will be engaged for 'Electrical Audit' of Banks Building at Kolkata.
2. The work is to be started in consultation with General Administration Department., UCO Bank, Head Office.
3. The Successful Bidder will have to carry out the work without making hindrances to other agencies, whose works are likely to be carried out simultaneously at the same site during working period.

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4. The Successful Bidder will take all measure on the site of the work to protect the public as well as workmen from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceedings at Court that may be brought by any persons for injury sustained owing to neglect of the above precautions from their end and to pay compensation to any such persons as per law.
5. The Successful Bidder will have to inform the names of their authorized representatives to be deployed at the site during the work, and their working hours and availability at site.
6. There will be no escalation of rate during the period of rate contract.
7. No space will be provided for site office, labour camps, storage etc.
8. No extra payment will be made except whatever quoted in tender towards expenses related to transportation, accommodation, food, site office, labour camps, storage etc.
9. Execution of Agreement: The successful bidders will have to execute an Agreement with Bank in non-judicial stamp paper of requisite value purchased in favour of the vendor or UCO Bank and as per the draft of Agreement as per Annexure-II.
10. INTEGRITY: Successful Contractor has to execute Integrity Pact as per Bank's format given in Annexure-V on Non-Judicial Stamp Paper of appropriate value.
11. INDEMNITY: The successful bidders will have to execute an INDEMNITY with Bank in non-judicial stamp paper of requisite value purchased in favour of the vendor or UCO Bank and as per the draft copy enclosed under Annexure-II.
12. The Applicants may visit the locations before submission of their quotation.
13. Bank reserves the right to accept or reject any or all quotation/s without assigning any reason.

**G) COMPLETION TIME:**

Six weeks from the fifteenth day of date of Agreement or handing over of site which ever is later.

**H) PAYMENT TERMS:** Payment will be made against invoice after completion of job, subject to compliance of terms of contract and statutory deductions as per Rule.

## Annexure - I

**Details of Duties & Responsibilities of Consultant are furnished herein below:**

Execution of Electrical Audit of the Bank's Building as given under "General Terms & Conditions" of RFP documents and submission of detailed report in both Hard & soft Copy with necessary suggestion in order to improve Electrical System. Reporting format is as under:

**1. Floor wise assessment of luminaries/light fittings** (Report to be submitted as per following format):

Type of luminaries/light fittings	No of luminaries/light fittings	Lux level of luminaries/light fittings	Total electrical load consumption		Remarks (Condition of light fixtures acceptable or Not)	Suggestions on improvement, if any
			Watt	Amp		

**2. Floor wise assessment of Air conditioning system** (Report to be submitted as per following format):

Type of Air conditioning units	No of Air conditioning	Capacity of Air conditioning (TR)	Total electrical load consumption		Condition of air conditioning system	Remarks (Condition of machine acceptable or Not)	Suggestions on improvement, if any
			Watt	Amp			

**3. Floor wise assessment of UPS** (Report to be submitted as per following format):

No of UPS	Capacity of (KV A)	P-P Voltage of each UPS			P-N Voltage of each UPS			Phase Currents				Total electrical load consumption		Neutral Earthing & its adequacy	Protective earthing & its adequacy	Remarks (Condition of machine acceptable or Not)	Suggestions on improvement, if any
		R	Y	B	R	Y	B	R	Y	B		KW	A				

**4. Floor wise assessment of electric circuit** (Report to be submitted as per following format):

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Sl.No	Heads	Result	Remarks (acceptable or Not)	Suggestions on improvement, if any
1	Presence of Main switch interlocking if two different supplies are coming to Distribution panel			
2	Availability of correct identification of circuit details and protective devices			
3	Presence of non standard (mixed) cable colour warning notice at or near consumer unit / Distribution board			
4	Cables correctly supported throughout their run or not			
5	Condition of insulation of live parts			
6	Adequacy of wiring for current carrying capacity with regard to the type and nature of the installation			
7	Adequacy of protective devices, type and rated current for fault protection			
8	Presence and adequacy of circuit protective conductors			
9	Whether Low voltage cables segregated from Medium voltage cables			
10	Whether Cables separated / segregated from non electrical services			
11	Whether proper termination of cables at enclosures			
12	Connections soundly made and under no undue strain	Insulation of conductor visible outside enclosure		
		Connections of live conductors adequately enclosed		
		Adequately connected at point of entry to enclosure (glands, bushes etc.,)		

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		Condition of accessories including socket outlets, switches & joint boxes			
13	Other special observations, if any record the results of particular inspections applied separately				

5. **Floor wise assessment of electrical Panel room** (Report to be submitted as per following format):

Sl.No	Heads	Result	Remarks (acceptable or Not)	Suggestions on improvement, if any
1	Presence of Main switch interlocking if two different supplies are coming to Distribution panel			
2	Availability of correct identification of circuit details and protective devices			
3	Presence of non standard (mixed) cable colour warning notice at or near consumer unit / Distribution board			
4	Cables correctly supported throughout their run or not			
5	Condition of insulation of live parts			
6	Adequacy of wiring for current carrying capacity with regard to the type and nature of the installation			
7	Adequacy of protective devices, type and rated current for fault protection			
8	Presence and adequacy of circuit protective conductors			
9	Whether Low voltage cables segregated from Medium voltage cables			
10	Whether Cables separated / segregated from non electrical services			
11	Adequacy of protective earthing conductor			
12	Adequacy of Neutral earthing conductor			
13	Whether proper termination of cables at enclosures			

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14	Connections soundly made and under no undue strain	insulation of conductor visible outside enclosure			
		Connections of live conductors adequately enclosed			
		Adequately connected at point of entry to enclosure (glands, bushes etc.,)			
		Condition of accessories including socket outlets, switches & joint boxes			
15	Details switch gear panels	No of Panels			
		Rating of panels			
		Measurement of P-P & P-N voltage of Panels			
		Measurement of P-P & P-N current of Panels			
		Condition of Panels			
		Any other observations			
16	Whether method of Cables laid inside the Electrical room is acceptable				
17	Total Electrical Load of the Floor	Air conditioning load			
		Light & power load			
18	Whether electrical load balancing is acceptable (give details of phase wise load )				
19	Other special observations, if any record the results of particular inspections applied separately				

## 6. Assessment of Substation (Report to be submitted as per following format):

Sl.No	Heads	Result	Remarks (acceptable or Not)	Suggestions with new technologically energy efficient, environment friendly, cost benefited air conditioning system
1	Presence of Main switch interlocking if two different supplies are coming to Distribution panel			
2	Availability of correct identification of circuit details and protective devices			
3	Condition of metering equipment			
4	Condition of isolator (where present)			
5	Presence of non standard (mixed) cable colour warning notice at or near consumer unit / Distribution board			
6	Cables correctly supported throughout their run or not			
7	Condition of insulation of live parts			
8	Adequacy of wiring for current carrying capacity with regard to the type and nature of the installation			
9	Whether Low voltage cables segregated from Medium voltage cables			
10	Whether Cables separated / segregated from non electrical services			
11	Whether proper termination of cables at enclosures			
12	Connections soundly made and under no undue strain	insulation of conductor visible outside enclosure		
		Connections of live conductors adequately enclosed		
		Adequately connected at point of entry to enclosure (glands, bushes etc.,)		

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		Condition of accessories including socket outlets, switches & joint boxes			
13	Adequacy of protective earthing conductor				
14	Adequacy of Neutral earthing conductor				
15	High tension cable size adequacy				
16	Interlocking between High tension and Low tension switch gears				
17	Interlocking between Transformers (if any)				
18	Details Over voltage protection	No.			
		Rating & make			
		Condition			
		Any other observations			
19	Under voltage protection	No.			
		Rating & make			
		Condition			
		Any other observations			
20	Earth fault protection	No.			
		Rating & make			
		Condition			
		Any other observations			
21	Short circuit protection	No.			
		Rating & make			
		Condition			
		Any other observations			
22	Over current protection	No.			
		Rating & make			
		Condition			
		Any other observations			
23	Whether method of Cables laid inside the Electrical room is acceptable				
24	Total Electrical Load	Air conditioning load			

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		Light & power load			
25	Whether electrical load balancing is acceptable (Give details phase wise load)				
26	Other special observations, if any record the results of particular inspections applied separately				

## 6.A Assessment of Substation switchgears(Report to be submitted as per following format):

N o of Br e a k e r s	Capa city of each breaker 1. Rating 2.make 3.type	P-P Voltage of each breaker			P-N Voltage each breaker			Phase Currents			Total electrical load consumption		Neutral Earthing & its adequa cy	Prote ctive earth ing & its ade quac y	Condi tion of insula tions	Whether breakers are loaded/under loaded and extant thereof in %	Remarks (Condition of machine acceptable or Not	Suggestions on i mprovement, if any
		R	Y	B	R	Y	B	R	Y	B	KW	A						

## 7. Assessment of Transformer (Report to be submitted as per following format):

N o of Tr a n s f o r m e r s	Capa city of each Transf ormers 1. Rating 2.mak e 3.type	P-P Voltage of each Transf ormers			P-N Voltage each Transf ormers			Phase Currents			Total electrical load consumption		Neutral Earthing & its adequa cy	Protectiv e earth ing & its adequa cy	Condi tion of insulati ons	Whether transformers loaded/und er loaded and extant thereof in %	Remarks (Condition of machine acceptable or Not	Suggestions on i mprovement, if any
		R	Y	B	R	Y	B	R	Y	B	KW	A						

## 8. Assessment of Elevator (Report to be submitted as per following format):

N o of El e v a t o r s	Capa city of each elevat ors 1. Rating 2.mak	P-P Voltage	P-N Voltage	Phase Currents	Total electric al load consum ption	Parameters of the motors					Neut ral Eart hing & its ade qua cy	Protectiv e earth ing & its adequa cy	Condi tion of insulati ons	Remar ks (Condi tion of machi ne accep table or Not	Suggestio ns on i mprove ment, if any
						N o	Cap acit y (KW)	Vol tag e	Curren t	Condition of motors					

[illegible]

**9. Assessment of Pump** (Report to be submitted as per following format):

N o o f P u m p	Capa city of . each pump  1. Rating 2.mak e 3.type	P-P Voltage			P-N Voltage			Phase Currents			Total electric al load consum ption		Parameters of the pump motors					Neut ral Ear thing & its ade qua cy	Protectiv e earthing & its adequac y	Condi tion of insulati ons	Remar ks (Condi tion of machin e accep table or Not	Suggesti ons on i mprove ment, if any
		R	Y	B	R	Y	B	R	Y	B	KW	A	N o	Cap acity (KW)	Volt age	Current	Condition of motors					

**10. Assessment of Earthing system** (Report to be submitted as per following format):

**Earthing Continuity Testing:** This Test is conducted to find out any equipment that has not been earthed properly and in compliance with **Indian Electricity Act 1956, IS-1200 part I and as per IS-3043** . It is to be checked with the help of Continuity Testing Meter and Earth Resistance Meter

Sl.No	Heads	Result	Remarks (acceptable or Not	Suggestions with new technologically energy efficient, environment friendly, cost benefited air conditioning system
1	No of earth pit			
2	Type			
3	Earthing test report			
4	Continuity test report			
5	Ccondition of total earthing system for the building. (Give detail report)			
6	Neutral Earthing & its adequacy			
7	Protective earthing & its adequacy			
8	Other special observations, if any record the results of			

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	particular inspections applied separately			
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## 11. Assessment of lighting protection system (Report to be submitted as per following format):

Sl.No	Heads	Result	Remarks (acceptable or Not)	Suggestions with new technologically efficient, environment friendly, cost benefited air conditioning system
1	Number of terminals			
2	Number of down conductors			
3	Continuity of conductor			
4	Condition of the lightning conductor			
5	Joints condition			
6	Testing point on down conductor			
7	Earth conductor condition			
8	Earth resistance			
9	Other special observations, if any record the results of particular inspections applied separately			

## 12. Assessment of Diesel Generating Set (Report to be submitted as per following format):

N o of Di e s e l G e n e r a t o r S e t	Capa city of . each Diesel Genera tor Set 1. Rating 2.mak e 3.type	P-P Voltage of each Diesel Generat or Set			P-N Voltage each Diesel Generat or Set			Phase Currents			Total load consumption	electrical	Neutral Earthing & its adequa cy	Protectiv e earthing & its adequa cy	Condi on of insulati ons	Whether Diesel Generator Set over loaded/und er loaded and extant thereof in %	Remarks (Condi on of machine accepta ble or Not	Suggestions on i mprovement, if any
		R	Y	B	R	Y	B	R	Y	B	KW	A						

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Annexure - II

**Particulars of the form to be furnished by the Applicants**

1. Name of Company / Firm:
2. Registered Address of the Company with Telephone No., FAX & E-mail ID:
3. Local Address of the company at ----- 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. Whether registered for GST. If so, please mention the GST registration number and furnish a copy of such registration certificate:

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8. Details of Permanent

Account Number:

(Enclose photocopy of PAN Card)

9.

- Number of Electrical Auditors
- Electrical Auditor's License No. and validity:
- Name of Issuing Authority:  
(Furnish photocopy of license)

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

**11. Particulars in respect of work executed**

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 and date of completion

**12. Key personnel permanently employed**

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

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13. Furnish the names with contact no/address 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  
(Seal)

**ANNEXURE-III**

## Draft Agreement

Article of agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 201  
between the "UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001 (hereinafter referred to as "Bank" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns and successors) of the "ONE PART and M/s ..... having its registered office at ..... ( herein after called "The Vendor" ) of the other part, which expression should include its successor/s and assignee/s.

Whereas the Bank is desirous of executing Contract for ..... at UCO Bank Head Office at **10 BTM Sarani, Kolkata – 700 001** (hereinafter called "Bank")

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

And whereas the vendor has agreed to execute upon and subject to condition set forth herein and work order, General conditions of contract, special condition of contract, including all other conditions as mentioned, in the work order, specifications and all correspondence exchanged by or between the parties from the submission of tender till the award of work, both letter inclusive, (all of which are collectively hereinafter referred to as " the said conditions") the work described in the said specification and included in the tender at the rates therein set for in UCO Bank Work Order No..... dated .....201 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) Work order letter no-..... dated .....
- (b) R.F.P.(Request For Proposal) dated .....
- (b) Corrigendum (if any) dated .....

**GENERAL TERMS & CONDITIONS**

**1. Scope of work will be governed as stipulated in Annexure-I of the RFP**

**2. Price and Taxes:**

The price shall be firm and binding without any escalation throughout the contract period i.e.(Till Completion of Work).The prices (in Indian Rupees) .GST will be paid separately.

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**(a) Additional Terms & Condition on GST are as follows:**

- Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure 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.
- UCO Bank has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to UCO Bank for the fault of supplier shall be recovered by UCO Bank by way of adjustment in the consideration payable.
- Supplementary invoices/debit note/credit note for price revisions to enable UCO Bank to claim tax benefit on the same shall be issued by the vendor for a particular year before September of the succeeding financial year.

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

**3. Placement of Order/Letter Of Indent(LOI):** Bank will issue the LOI as per requirement accordingly with details terms & conditions.

**4. Terms of Payment:** Bank will not pay any advance. Final payment will be released against your bill after satisfactory completion of job & subject to compliance of terms of contract by the contractor and statutory deductions will be made as per Rule.

**5. INTEGRITY:** Vendor has to execute Integrity Pact as per Bank's format as per **Annexure-IV** on Non-judicial Stamp Paper of appropriate value.

**6. INDEMNITY BOND:** Vendor has to submit Indemnity Bond as per Bank's format as per **Annexure-V** on Non-judicial Stamp Paper of appropriate value.

**7. FORCE MAJEURE:** Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or BANK as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

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

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The bidder or BANK shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above.

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

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

#### **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.

**9. 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 fails to complete the assignment as per the time lines prescribed in the Purchase order/ Agreement and/or within the extension, if any allowed.

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

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

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

**11. Time of Completion: 6 (Six Weeks)** from the fifteenth day of date of Agreement or handing over of site whichever is later

## **12. Others Terms-**

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

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

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

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

**E. Governing Laws & Jurisdiction of the court**

This Agreement shall be governed by the Law(s) of India for the time being in force and the Rules made thereunder from time to time and all the dispute(s) or difference(s) arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts of KOLKATA.

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

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

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

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

Signed on behalf of the UCO Bank

By its duly authorized Officer

In presence of:

1) Signature.....

Name with address:

2) Signature.....

Name with address

Signature on behalf  
of the vendor  
in presence of:

1) Signature.....

Name with address:

2) Signature.....

Name with address:

ANNEXURE-IV  
FORMAT OF INTEGRITY

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

**UCO Bank**, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001 hereinafter referred to as "**Bank**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) of the **"ONE PART**

And

..... Hereinafter referred to as "The Bidder/Contractor".

Preamble

The Bank intends to award, under laid down organizational procedures, contract/s for.....The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder (s) and / or contractor (s).

In order to achieve these goals, the Bank will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Bank.

1.The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Bank will during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidders (s) the same information and will not provide to any Bidders (s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
- c. The Bank will exclude from the process all known prejudiced persons.

2. If the Bank obtains information on the conduct of any of its employees which is criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

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

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

- a. The Bidder(s) contractor(s) will not directly or through any other persons of firm, offer promise or give to any of the Bank's employees involved in the tender process of the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage or during the execution of the contract.
- b. The Bidder(s) /Contractor(s) will not enter with other Bidders into any undisclosed agreement of understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

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

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

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

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

Section 4 : Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent to Performance Bank Guarantee.

Section 5 : Previous Transgression

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

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

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

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

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

Section 8 : Independent External Monitor/Monitors

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

The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s)/Contractor(s)/Subcontractor(s) with confidentiality.

4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act, in a specific manner refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairman & Managing Director, UCO Bank within 8 to 10 weeks from the date of reference or intimation to him by the Bank and should be occasion arise, submit proposals for correction of problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the UCO Bank.
8. If the Monitor has reported to the Chairman & Managing Director, UCO Bank a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, UCO Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "Monitor" would include both singular and plural.

#### Section 9 – Pact Duration.

This pact begins when both parties have legally signed it, and expires for the contractor is 10 months after the last payment under the contract.

If any claim is made lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director, UCO Bank.

#### Section 10 – Other provisions

- This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Bank i.e. Kolkata.
- Changes and supplements as well as termination notices need to be made in writing.
- If the Contractor is partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_  
(For & on behalf of the Bank)  
(Office Seal)  
Place \_\_\_\_\_  
Date \_\_\_\_\_  
Witness : (Name & Address)

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)  
(Office Seal)  
Place \_\_\_\_\_  
Date \_\_\_\_\_  
Witness : (Name & Address)

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

To  
UCO Bank  
General Administration Department  
Head Office

In consideration of UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700 001 (hereinafter Referred to as "the Bank" which expression shall include its successors and assigns) at our request and on the strength of our statements and representation contained in our letter dated ..... agreeing to appoint us as vendor/ Contractor for ....., at Kolkata, we, ....., a Company incorporated under the Companies Act, 1956 having its registered office at - ..... (full address) do hereby irrevocably and unconditionally agree and undertake that:

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

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- 2) We shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, notifications, orders framed or issued by any appropriate authorities.
- 3) Our obligations herein are independent, irrevocable, absolute and unconditional in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of the BANK or Indemnifier or any other circumstance whatsoever which might otherwise constitute a discharge or defense of an indemnifier.
- 4) This Letter of Undertaking & Indemnity shall survive the Agreement entered into between the Bank and us.

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

.....

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

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UCO BANK

Head Office, General Administration Department

2<sup>nd</sup> Floor, 10 BTM sarani, Kolkata-700001

Email: [hogad.calcutta@ucobank.co.in](mailto:hogad.calcutta@ucobank.co.in)

Phone: 033-44558099/7383

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

TENDER FOR PROFESSIONAL FEES FOR ELECTRICAL AUDIT OF VARIOUS MULTI-STORED BUILDINGS  
OF UCO BANK AT KOLKATA

PART-II (Price Bid)

PART-II (PRICE BID) FOR ELECTRICAL AUDIT FOR VARIOUS BUILDINGS OF UCO BANK , AT  
KOLKATA

यूको बैंक सामान्य प्रशासन बिभाग प्रधान कार्यालय कोलकाता 700 001

UCO Bank, General Administration Department, Head Office, 2<sup>nd</sup> Floor, 10 BTM, Kolkata – 700 001

Phone: 033 44558099/

E-mail: [hogad.calcutta@ucobank.co.in](mailto:hogad.calcutta@ucobank.co.in)

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LOCATIONS	CHARGES
H.O-2	
H.O-1	
2 INDIA EX PLACE	
UCO HOUSE	
TRAINING COLLEGE	
TOTAL	Rs.....  (Rupees in word.....)

GST will be paid extra at applicable rate (Please specify)

Signature of Bidder with company seal