

**REQUEST PROPOSAL FOR EMPANELMENT OF VENDOR FOR
REFILLING OF FIRE EXTINGUISHERS INSTALLED IN THE
BRANCHES & SUPPLY OF NEW F.E (WHEREVER REQUIRED)**

- ABC type Fire Extinguisher,
- CO 2 type Fire Extinguisher,
- Dry chemical powder type Fire Extinguisher,
- Modular type Fire Extinguisher,



**UCO Bank, Zonal Office,
Security Department,
2nd, Floor, 380 Saket
Nagar, Indore-452018**

Ref No:UCO/ZOI/SEC/2022-23

Dated 25.11.2022

The information provided by the bidders in response to this Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this Tender Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this document without assigning any reason whatsoever.

This document is prepared by UCO Bank for Refilling & Supply of Fire Extinguishers installed in the 75 branches under Indore Zone in the 20 districts of Madhya Pradesh.

DISCLAIMER

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by UCO Bank or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The Tender is not an offer by UCO Bank, but an invitation for bidder's responses. No contractual obligation on behalf of UCO Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of UCO Bank and the Bidder.

OBJECTIVES

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, hereinafter called "the Bank", is one of the leading public sector Banks in India.

UCO Banks, Zonal Office Indore and its 75 branches located in different districts having UPS & numbers of AC, IT equipment's and other electrical equipment's, which are vulnerable from the fire safety point of view.

Accordingly, UCO Bank invites response from experienced vendors with proven capabilities dealing in supplying, installing and maintaining Fire Extinguishers and having their own offices in & around Indore for Annual Maintenance of Fire extinguishers installed in the branches and supply, installation, commissioning of Fire extinguishers wherever required.

The Vendors would be required to provide all the equipment's and accessories supplied under this Tender along with initial **warranty** of one **year** of the fire safety equipment's. Only those bidders, who satisfy the eligibility criteria, mentioned in this document need to respond for supply, Installation, commissioning and maintenance of the Fire extinguisher and related accessories.

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PART-I-GENERAL TERMS AND CONDITION

1.1 Introduction:-

UCO Bank invites tender comprising of Technical bid and Commercial bid from experienced vendors with proven capabilities dealing in supplying, installing and maintenance of Fire extinguisher and having their own offices in & around Indore for supply, installation, commissioning & maintenance of Fire extinguisher In addition to this modular type fire extinguishers to be installed at Electrical panel, UPS and generator area.

The Vendors would be required to provide all the equipment's and accessories supplied under this tender along with **initial warranty** of **ONE year**. The Selected bidder is required to adhere to the terms of the document and any deviations to the same shall not to be acceptable to UCO Bank.

The bidder (also called the vendor or bidder through this document) appointed under the tender document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project.

Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the scope of work. Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the Tender document shall be the governing document for arrangement between the Bank and the selected bidder in terms of this Tender document.

The Tender document may be obtained from UCO BANK, Zonal Office, Security Department, 2nd Floor, 380 Saket Nagar, Indore-452018 on working days in person on submission of cost of the tender document. Also the Tender document may be downloaded from our website www.ucobank.com. The bidders downloading the document from Bank's website www.ucobank.com must pay the cost of the document, in a separate cover and properly super scribed, at the time of submission of the bids.

The details are given below:

Tender Reference	UCO/ZOI/2022-23 - Dated 25 /11/2022
Cost of Tender documents	Rs 500/-
Date of issue of Tender	25 .11.2022
Earnest Money Deposit (EMD)	Rs 5,000/- (In the form of DD)
Date of commencement of sale of tender document	25 /11/2022

Pre-Bid meeting /Venue	03/12/2022 at 11.30 AM at below mentioned address. During the Pre Bid meeting issues relating to RFP will be discussed and clarification if any will be furnished .Vendors are requested to attend the Pre-Bid meeting at their own cost.
Last Date and Time for receipts of tender bids	16/12/2022 at 17.00 hrs
Opening of technical bids	17/12/2022 at 12:00 hrs
Opening of Price Bid	The opening of price bid shall be intimated to the eligible bidders through E-mail.
Address of Communication	UCO Bank, Zonal Office Security Department 2nd Floor,380 Saket Nagar, Indore-452018
Email address	zoindore.sec@ucobank.co.in
Contact Telephone	Tel: 0731-2438321-300
Bids to be submitted	Tender box placed at above address

This Tender will follow Tendering process as under which will be conducted by Bank's.

Submission of Technical Bid & Price Bid by the Vendor

- a) Opening of Technical Bid & Price Bid by the Bank
- b) Clarification, if any, sought by the Bank.

Any bid received after last date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank.

The Bid document shall be in two parts viz. Technical Bid & Commercial Bid.

The bidders should take care of submitting the bids properly filed so that the papers are not loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny.

Bidders are requested to participate in the tender process strictly according to the time schedule mentioned above.

The technical bid will be opened first and only those bidders, deemed eligible as per the eligibility criteria mentioned in this Tender, will be shortlisted after technical evaluation as per given schedule. Commercial/Price Bids of only those short-listed-bidders, who have qualified in Technical evaluation, will be opened by the Bank and intimated to the eligible bidders through e-mail.

The Bids should be addressed to:

The Zonal Manager,

Security Department, 2nd

floor, 380 Saket Nagar,

Indore (M.P) 452018

UCO Bank is not responsible for non-receipt of documents within the specified date and time due to any reason including postal holidays or delays. In case the specified date of submission & opening of Bids is declared holiday in Madhya Pradesh under NI Act, the bids will be received till the specified time on next working day and Technical Bid will be opened at same time on the next day.

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the target date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

1.2 Submission of Bid:-

- 1.1.1 Technical Bid should be submitted through sealed envelope along with EMD and tender fee at the tender box located at the above address.
- 1.1.2 Bid should comply with the Scope of work as specified hereinafter.
- 1.1.3 The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with technical Bid.
- 1.1.4 The Technical bid should have compliance chart as per **Annexure- B** including documentary proof in support of Eligibility Criteria i.e. **Annexure A, B,B1,**
- 1.1.5 **Indemnity Bond (as per Annexure-F) on non-judicial stamp paper of appropriate value.**
- 1.1.6 **Integrity pact (as per Annexure-E) on non-judicial stamp paper of appropriate value.**
- 1.2.6 The Commercial bid should have compliance chart as per **Annexure-D.**
- 1.2.7 Incomplete bids or bids not conforming to the terms and conditions are liable for rejection by the Bank.
- 1.2.8 At any time, prior to deadline for submission of Tender, UCO Bank may modify any of the terms & conditions and technical specifications at its sole discretion and the same will be available on Bank's website and the amendments shall be binding on the bidder. In case of any amendment. UCO Bank may extend the dead line for submission of responses to this Tender in order to provide a reasonable time to the prospective bidders.
- 1.2.9 UCO Bank reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder need to submit the documentary evidence(s) as required by UCO Bank.
- 1.2.10 Any Technical Bid, submitted with incorrect information will be liable for rejection. Further, if any bidder is found to have submitted incorrect information at any time, he may be debarred from participation in the future tendering processes of Bank.

- 1.2.11 The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
- 1.2.12 The Bank reserves the right to resort to rTendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 1.2.13 The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders.
- 1.2.14 Canvassing of any kind or Bid submitted with false information will be a disqualification.
- 1.2.15 The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- 1.2.16 Prices quoted by the Bidder shall be in Indian Rupees, and not subject to any price escalation, if the order is placed within the validity period.
- 1.2.17 Further, subsequent to the orders being placed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies if any. The Bank shall be under no obligation to accept the technical solution offered or the lowest or any other offer received in response to this Tender notice.
- 1.2.18 The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to cancel the entire Tender process without assigning any reasons whatsoever at any stage of the Tender process without assigning any reason whatsoever.
- 1.2.19 The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole

- 1.2.20 Bids once submitted shall not be returned to the Bidder in future.
- 1.2.21 The technical bid shall be submitted strictly in conformity with the Scope of Work.
- 1.2.22 The Bank expects the selected bidder to adhere to the terms of this Tender document and would not like or accept any deviations to the same.

1.3 Cost of tender Documents (Should be submitted in the form of DD) The intending bidders should pay the Cost of tender Documents of ` Rs 500/-(Rupees five hundred only). The Cost of tender Documents shall be paid by Demand Draft / Banker's Cheque / Pay Order drawn in favour of 'UCO Bank Zonal Office' payable at Indore. The Cost of tender Document is non- refundable. The bidder downloading the tender document from Bank's website www.ucobank.com must pay the cost of the tender document, in a separate cover, at the time of submission of the bids.

Any vendor having valid **MSME** certificate may request for exemption as per Government guidelines.

1.4 Earnest Money Deposit (Should be submitted in the form of DD—in drop box at UCO Bank Zonal Office.

The Bidder must submit Earnest Money Deposit (EMD) along with the Technical Bid in the form of DD/ Pay Order in favour of UCO Bank payable at Kolkata to the tune of **Rs 5,000/-**(Five thousand only).

Any vendor having valid **MSME** certificate may request for exemption as per Government guidelines.

Non-submission of EMD will lead to outright rejection of the bid of the bidder. The EMD of unsuccessful bidders will be returned to them on completion of the tender process. The EMD of successful bidder will be returned on submission of Performance Bank Guarantee as specified hereunder.

The EMD made by the bidder will be forfeited if:

- 1.4.6 The bidder withdraws his tender before processing of the same.
- 1.4.7 In the case of a successful bidder, if the bidder fails in accordance with any Terms and Conditions or any requirement as specified in this document.
- 1.4.8 The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- 1.4.9 The bidder violates any of the provisions of the terms and conditions of this tender specification.

1.5 Rejection of the Bid

The Bid is liable to be rejected if:

- The document doesn't bear signature of authorized person on each page signed and duly stamped.
- It is received through email/Fax
- It is received after expiry of the due date and time stipulated for Bid submission.
- Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal are liable for rejection by the Bank.
- Bidder should comply with all the points mentioned in the Tender. Non-compliance of any point will lead to rejection of the bid.
- Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- If cost of tender & EMD has not submitted.
- If price bid is not filled up properly.

1.6 Pre- Bid Meeting

The queries for the Pre-bid Meeting should be reached in writing or by email on or before **03/12/2022 by 11.00 hrs** on e-mail: zoindore.sec@ucobank.co.in. It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard.

Pre-Bid meeting will be conducted on **03/12/2022 at 11.30 hrs** at Security Dept, Indore, Saket Nagar.

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting at the venue on scheduled date & time.

1.7 Modification and Withdrawal of Bids

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, the EMD will be forfeited by the Bank.

1.8 Introduction and Disclaimer

This Tender document has been prepared solely to enable UCO Bank ("Bank") in defining the requirements for refilling, Supply, Commissioning, and Maintenance of Fire Extinguisher for UCO Bank branches, located at 22 districts under Indore Zone. The tender document is not a recommendation, bid or invitation to enter into a contract, agreement or other arrangement in respect of the services.

1.9 Information Provided:

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

2.0 For Respondent Only

The Tender document is intended solely for the information to the party to whom it is issued "Vendor" and no other person or organization.

2.1 Confidentiality

The tender document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The tender document is provided to the Recipient on the basis of the undertaking of confidentiality given by the recipient. Bank may update or revise the tender document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the tender document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

2.2 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

2.3 Costs borne by Bidders / Vendors

All costs and expenses incurred by bidders/ vendors in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the vendor.

2.4 No Legal Relationship

No binding legal relationship will exist between any of the bidders/ vendors and Bank until execution of a contractual agreement.

2.5 Errors and Omission:

Each bidder/ vendor should notify Bank of any error, omission, or discrepancy found in this tender document.

2.6 Acceptance of Terms

A bidder will, by responding to Bank tender, be deemed to have accepted the terms as stated in the Tender.

2.7 Tender Response

If the response to this tender does not include the information required or is incomplete or submission is through Fax mode or through e-mail, the response to the Tender is liable to be rejected.

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting Tender process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

2.8 Response Validity Period

Tender response will remain valid and open for evaluation according to their terms for a period of at least **1 year** from the time the Tender response submission process closes.

2.9 Notification

Bank is not obliged to provide any reasons for any such acceptance or rejection.

3.0 Language of Bids

The bid, correspondence and supporting documents should be submitted in English.

3.1 Indemnity

The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder shall not exceed the total cost of the order value.

3.2 Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary, Authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond. **The bidder shall furnish proof of signature identification for above purposes as required by the Bank.**

3.3 Integrity Pact & IEM

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines.

The integrity pact essentially envisage an agreement between the prospective vendors/ bidders sellers, who commit themselves to Integrity pact (IP) with the bank would be considered competent to participate in the bidding process. In other words entering into this pact would be the preliminary qualification. In case of bids for the installation of Fire Hydrants not companied with signed IP by the bidders along with Technical bid, the offers shall be summarily rejected.

The essential ingredients of the Pact include:

- a) Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- b) Principal to treat all bidders with equity and reason,
- c) Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally.
- d) Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect of prices, specifications, certifications, subsidiary contract etc.
- e) Bidders not to pass any information provided by the Principal as part of business relationship to others & not to commit any offence under IPC Act.

Integrity pact, in respect of a particular contract shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidder and exclusion from future business dealings. IP shall cover all phases of contract from the stage of Tender (NIT) till the conclusion of the contract i.e. final payment or the duration of warranty. **Format of IP is attached as Annexure-E.**

PART-II

2.1 Eligibility Criteria

The eligibility criteria to participate in bidding process are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. Document in support of all eligibility criteria are required to be submitted along with the Technical Bid.

Sl. No.	Pre-Qualifying Criterion	Documents to be submitted
1	The bidder should be registered as Proprietor/Firm/company in India as per Company Act 2013. and Status of the Company (whether Proprietary / Private Ltd. / Public Limited/ Co-operative Society / Public Sector / Autonomous body / Govt. Department):	Copy of the Certificate of registration/ Incorporation issued by Registrar of Companies and full address of the registered office
2	The bidder should have had an annual turnover of more than Rs. 10 lakhs during each of the last three financial years as evidenced by the audited accounts of the company / Division.	Copy of the audited Balance Sheets for the preceding three years (i.e. 2019-20, 2020-21 and 2021-22).
3	The bidder should have made operating profit in any one of the last three financial years (i.e. 2019-20, 2020-21 and 2021-22).	Copy of the audited Balance Sheets for the preceding three years (i.e. 2018-19, 2019-20 and 2020-21)
4	The bidder should Supplied, Installed and maintained Fire Extinguishers in three organizations in India, out of which one should be Private Sector Bank /Financial Institutions / Government Organization within India in last 7 years ending on 31/10/2022.	Copy of client certification for successful completion and commissioning with name and contact details of signatory should be attached.

5	The bidder should not have been blacklisted /debarred for corrupt and fraudulent practices by Govt. organizations.	Self-declaration on the letter head.
6	The Bidder should have office or service centre in & around Indore for providing after sales service.	Address of Office, Copy of Trade license/GST No/PAN no issued for this office etc should be enclosed

Part –III

3.1 Evaluation Criteria

The objective of evolving this evaluation methodology is to facilitate the selection of the most quality-sum-cost effective solution that appropriately meets the requirements of the Bank as identified in this Tender.

There would be a three (3) stage evaluation process. The Stages are:

- I) Eligibility Criteria Evaluation
- II) Technical Evaluation
- III) Commercial Evaluation

3.1.1 Eligibility

The Eligibility would be evaluated first for the participating bidders. The bidders who would qualify all Eligibility Criteria as mentioned in clause 2.1, will be shortlisted for the Technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening.

The bidder with the lowest commercial quote called Total cost of ownership (TCO) will be declared as L1.

3.1.2 Evaluation Methodology

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution (**Total Cost of Ownership**) as per B.O.Q. given as Annexure-D.

3.1.3 Technical evaluation process

In Technical evaluation process, the technical bid of only eligible bidders as per Eligibility Criteria in Part II, Clause 2.1 would be evaluated. The Technical evaluation will be done on the basis of comply chart provided by bidder as

per Scope of work in Part IV. The Bidder should comply all points in scope of work in Part IV.

Non-compliance of any point either in scope of work or any technical requirements in Annexures may lead to rejection from the further bidding process. After technical evaluation commercial bids of only technically qualified bidders will be opened.

3.1.4 Commercial / Price Bid evaluation process:-

The Commercial Bids of only technically qualified bidders will be opened and evaluated by the Bank and the evaluation will take into account the following factors:

3.1.3.1 The L1 Bidder will be selected on the basis of the amount quoted for proposed solution as per Annexure-D .

3.1.3.2 The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.

3.1.3.3 In case there is a variation in value between numbers and words; the value mentioned in words would be considered.

3.1.3.4 The Bidder needs to provide Unit costs for components and services; unit rates with applicable taxes would be considered for the TCO purposes.

3.1.3.5 In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

3.1.3.6 Site Visit

The bidder firm has to visit the site and understand the details of the Scope of work, site condition, existing set-up and hook-ups to be done at the site before making the price bid. Non familiarization of site condition shall not be considered for late execution of the work not for the cost-overrun for the specified contract. Any bidder can visit the site during working hours.

PART –IV- SCOPE OF WORK

4.1) The scope of work of the bidder covers for refilling, supply, Installation, Commissioning, inspection, transportation of fire safety equipment's to site at the **UCO Bank branch (es)**.

4.2 All Fire safety equipment's will be in conformity with BIS & ISI Certified and the system should adhere with West Bengal Fire Service

Act-1950 & National Building Code Part-IV.

4.3 The Scope of work covers the following specifications:-

All the fire extinguishers with required wall suspension brackets to be provided and fixed at the desired locations.

4.4 SPECIFICATIONS :

- A) ABC Type Fire Extinguisher with MAP-50 and BIS & ISI certified (4 Kg, 5 Kg Capacity)
- B) CO 2 Type Fire Extinguisher with BIS and ISI certified (2 Kg, 4 Kg Capacity)
- C) Dry Chemical Type Fire Extinguisher with BIS and ISI certified (5 Kg & 4 Kg Capacity)
- D) Modular Type Fire Extinguisher with BIS and ISI certified (5 Kg capacity)

PART-V

5.1 Order details

The purchase order will be placed by the Bank to the selected **L-I** vendor by Security Department, Zonal Office. The payment will be made by individual branches, after completion & successful commissioning/ refilling of existing fire extinguishers.

5.2 Performance Bank Guarantee

The selected bidder, within 07 days from the date of purchase order will have to furnish a Performance Bank Guarantee, format as **Annexure C**, issued by any scheduled commercial bank equal to 3 % of the order value valid for 3 years from the date of purchase order. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.

The Performance Bank Guarantee shall act as a security deposit and either in case the prime vendor is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Prime Vendor is not able to fulfil any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD on Delivery and installation.

5.3 Installation and commissioning

5.3.1 Deliveries of the equipment and installation should be made **within 02 weeks and refilling should be completed as and when due within 5 days after receipt of information** from the date of purchase order.

5.3.2 If however, the delay is caused by any action pending from the Bank end, the corresponding period will not be considered while calculation of delay period.

- 5.3.3 The installation will be deemed to complete when Fire safety equipment's has been supplied, installed as per the technical specifications and satisfactory acceptance given by the Bank.
- 5.3.4 All the equipment supplied by the Bidder shall be legal and Bidder shall give indemnity to that effect.
- 5.3.5 Any license, if required, need to be provided by the successful bidder. The successful bidder is solely responsible for any legal obligation related to licenses during warranty period of one year for solution proposed as implemented by the bidder.
- 5.3.6 The successful bidder is required to transport the Goods to the specified place as per **Annexure-A**, transport to such place shall be arranged by the bidder, and the related costs shall be included in the quoted Price. Cost for obtaining necessary road permits and other related permits will be the responsibility of selected bidder.

5.4 Payment Terms

Bank will make the payment subject to signing of the contract as follows:

- 5.4.1 The total value (except AMC) of the system along with Taxes, will be paid after delivery and completion of successful installation & operational, on submission of proof of delivery and the acceptance certificate duly signed by Bank's authorized official & satisfactory service report from the Bank where the systems have been installed after realizing penalty charges for late delivery & installation, if any.
- 5.4.2 The AMC amount to be paid after completion of warranty period of towards facilities of AMC to be paid after successful refilling of F.E.

5.5 Price Bid:

The Price Bid must include all equipment's, including fixing and installation etc. The Price Bid also must include all applicable taxes such as GST etc.

The Selected bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid, over the validity period of the bid.

The Selected bidder shall keep the price valid for a period of at least 01 year from the date of tender response process submission closes. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a selected bidder.

- 5.5.1 Prices quoted by the selected bidder shall be in **Indian Rupees only**, firm and not subject to any price escalation, if the order is placed within the validity period. Further, subsequent to the orders being placed/agreement

executed, the selected bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies viz. Sales tax, excise duty, custom duty, etc.

a) Warranty

The Selected bidder shall provide warranty for all the equipment, which will be delivered & installed in sites. The period of warranty will be 1 (one) year from the date of successful commissioning of the fire safety equipment's.

b) During the warranty period the Selected bidder should maintain the acceptance criteria and shall be responsible for all costs relating to service, maintenance (preventive and corrective), technical support and transport charges from and to the sites in connection with the maintenance of the solution or any components/ parts there under, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified. The Selected bidder should inform the bank about the end of life of the product proposed.

5.6 Liquidated Damage

Any delay in commissioning of the fire safety equipment's beyond the mentioned time, Bank will charge penalty at 1% of the order value for, subject to a maximum of 10%. The Bank may at its discretion also waive or reduce the penalty if the reasons for delay are considered to be justified.

5.7 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the 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, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics,
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes.
- Terrorist attacks, Public unrest in work areas.
- Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the 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.

5.9- Order Cancellation

The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely

and directly attributable to the Bank alone:

- Delay in refilling/ supply/commissioning / testing beyond the specified period.
- Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
- Vendor should be liable under this section if the contract/purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of TCO.

5.10 Indemnity

Vendor shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this tender or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor,

(iv) Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notify the vendor in writing immediately on becoming aware of such claim,

(ii) the Vendor has sole control of defence and all related settlement negotiations, (iii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above,

and

(iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure

to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation. Vendor shall be responsible for any loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.

Vendor should take full responsibility for its and its employee's actions.

The vendors should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the vendor with Laws / Governmental Requirements
- Non-functioning of fire extinguishers system.
- Negligence and misconduct of the Vendor, its employees, and agents
- Breach of any terms of tender , Representation or Warranty
- Act or omission in performance of service.

Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The vendor shall not indemnify the Bank for

- (i) Any loss of profits, revenue, contracts, or anticipated savings or
- (ii) Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and service providers of the Bank would be considered as a "direct" claim.**

5.11 Publicity

Any publicity by the selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

5.12 Privacy & Security Safeguards

The Selected bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards

designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location. The Selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software.

The Selected bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Selected bidder under this contract or existing at any Bank location.

5.13 Technological Advancements:

The Selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time.

5.14 Guarantees:

Selected bidder should guarantee that all the material as deemed suitable for the delivery are licensed and legal.

5.15 Resolution of Disputes

The Bank and the supplier Vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the Vendor, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project director and Vendor project director are unable to resolve the dispute after thirty days from the commencement of such informal.

Negotiations, they shall immediately refer the dispute to the senior authorised personnel designated by the Vendor and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorised personnel designated by the Vendor and Bank, the Bank and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute

being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Indore.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

This tender document shall be governed and construed in accordance with the laws of India. The courts of Kolkata alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this tender document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

5.16 Exit Option and Contract Re-Negotiation

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- Failure of the selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 10 days of receipt of purchase contract.
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- Serious discrepancy in maintenance and refilling of F.E.

In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Selected Bidder.

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

5.17 Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy: "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

5.18 Termination

The Bank shall be entitled to terminate the agreement with the Selected bidder at any time by giving thirty (30) days prior written notice to the Selected bidder.

The Bank shall be entitled to terminate the agreement at any time by giving notice if:

- ☐ The Selected bidder breaches its obligations under the scope document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice.
- ☐ The Selected bidder (i) has a winding up order made against it; or
(ii) has a receiver appointed over all or substantial assets; or
(iii) is or becomes unable to pay its debts as they become due; or
(iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved. The

Selected bidder shall have right to terminate only in the event of winding up of the Bank.

In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], UCO BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

5.19 Effect of termination

The Selected bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables and maintenance.

Same terms (including payment terms) which were applicable during the term of the contract/ purchase order should be applicable for reverse transition services.

The Selected bidder agrees that after completion of the Term or upon earlier termination of the assignment the Selected bidder shall, if required by the Bank, continue to provide maintenance services to the Bank at no less favorable terms than those contained in this scope document. In case the bank wants to continue with the Selected bidder's services after the completion of this contract/ purchase order then the Selected bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.

The Bank shall make such prorated payment for services rendered by the selected bidder and accepted by the Bank at the sole discretion of the Bank. in the event of clause of termination, provided that the Selected bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be applicable to Selected Bidder. There shall be no termination compensation payable to the Selected bidder.

Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the Selected bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at

law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision Selected Bidder hereof which is expressly intended to come into force or continue in force on or after such termination.

5.20 Arbitration

All dispute or differences whatsoever arising between the Selected bidder and the Bank out of or in relation to the construction, meaning and operation, with the Selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.

Work under the Contract shall be continued by the Selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due to payable by the Bank, to the Selected bidder shall be withheld on account of the on going arbitration proceedings, if any unless it is the subject matter or one of the subject matters thereof. The venue of the arbitration shall be at KOLKATA, INDIA.

5.21 Applicable law & Jurisdiction of court

The Contract with the Selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Indore (with the exclusion of all other Courts).

5.22 Non-Assignment Clause

The selected L-1 bidder/ vendor will be responsible to execute the work and will not outsource the work or will not engage / assign any other vendor/ contractor/supplier to execute the required work.

5.23 Preference to Make in India

The policy of the Govt. of India to encourage "Make in India" and promote manufacturing and production of goods and services in India, "Public Procurement (**Preference to Make in India**), Order 2017 and the revised order issued vide GOI, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal trade, vide Order No. P-45021/2/2017-PP (BEII) dated 04.06.2020 will be applicable for this tender subject to fulfillment of all the eligibility and technical criteria.

(Zonal Head)
UCO Bank, Zonal Office, Indore

Annexure –A

Proforma of letter to be given by all the Bidder participating in the UCO Bank for Supply, installation and Maintenance of Fire safety equipment's in the branches of Indore zone. Through tender on their official letterheads.

To

**The DGM & Zonal Head,
UCO Bank, Zonal Office, Indore.**

Sir,

Sub: Supply, Installation and Maintenance (refilling) of ABC, CO2, DCP, Modular type Fire extinguishers in the branches under UCO Bank, Zonal office, Indore.

Ref No-UCO Bank tender No-UCO/ZOI/2022-23 Dt.-25/11/2022

Further to our proposal dated _____, in response to the Request for Proposal (Bank's Tender No.hereinafter referred to as "Tender") issued by UCO Bank, we hereby covenant, warrant and confirm as follows:

The copies of the proposal submitted by us in response to the tender and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

The price quote in the commercial template in Annexure I valid for a period of 1 year from the date of TENDER response process closes.

Yours faithfully,

Authorised
Signatory
Designation
Bidder's
Firm/Corporate

Annexure-B

Mentioned in Scope of work , Part-IV

TECHNICAL SPECIFICATIONS:

The fire extinguishers should be BIS & ISI marked, preferably Minimax/Kanex or equivalent brand to protect banks interest. Since Fire extinguishers of these brands are reliable and time tested and performance also very good and peer banks have purchased these brands.

- A) ABC Type Fire Extinguisher with MAP-50 and BIS & ISI certified (4 Kg, 5 Kg Capacity) -YES/NO
- B) CO 2 Type Fire Extinguisher with BIS and ISI certified (4 Kg, 2 Kg Capacity)-YES/NO
- C) Dry Chemical Type Fire Extinguisher with BIS and ISI certified(5 Kg & 4 Kg Capacity) -YES/NO
- D) Modular Type Fire Extinguisher with BIS and ISI certified(5 Kg capacity) -YES/NO
- E) Water Co2, 9 Liter Fire Extinguishers BIS & ISI certified. - YES/NO

**Annexure-
B1**

Eligibility Criteria

The eligibility criteria to participate in bidding process are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. Document in support of all eligibility criteria are required to be submitted along with the Technical Bid.

SI No	Pre-Qualifying Criterion	Documents to be submitted	YES/NO
1	The bidder should be registered as a Firm/company in India as per Company Act 2013. and Status of the Company (whether Proprietary / Private Ltd. / Public Limited/ Co-operative Society / Public Sector / Autonomous body / Govt. Department):	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office	
2	The bidder should have had an annual turnover of more than Rs. 10 lakhs during each of the last three financial years as evidenced by the audited accounts of the company / Division.	Copy of the audited Balance Sheets for the preceding three years (i.e. 2019-20, 2020-21 and 2021-22).	
3	The bidder should have made operating profit in any one of the last three financial years (i.e. 2019-20, 2020-21 and 2021-22).	Copy of the audited Balance Sheets for the preceding three years (i.e. 2018-19, 2019-20 and 2020-21)	
4	The bidder should Supplied, Installed and maintained Fire Extinguishers in three organizations in India, out of which one should be Private Sector Bank /Financial Institutions / Government Organization within India in last 7 years ending on 31/10/2022.	Copy of client Certification for successful completion and commissioning with name and contact details of signatory should be attached.	

5	The bidder should not have been blacklisted /debarred for corrupt and fraudulent practices by Govt. organizations.	Self-declaration on the letter head.	
6	The Bidder should have office or service centre in & around Kolkata for providing after sales service.	Address of Office, Copy of Trade license/GST No/PAN no issued for this office etc should be enclosed	

Annexure-B2

CHECK LIST FOR TENDER

Supply, installation and refilling of Fire Extinguisher's

SI No.	Particulars	Compliance Status (Yes / No)
1.	Are Technical & Eligibility bid submitted in a Sealed envelopes	
2	Is the Technical bid made in conformity with as per prescribed Annexures	
4	Is EMD & Tender document fee submitted	
5	Whether Integrity pact as per (Annexure -E) on non-judicial stamp paper of appropriate value submitted	
6	Whether Indemnity Bond as per (Annexure-F) on non-judicial stamp paper of appropriate value submitted	
7	Are document in support of all eligibility Criteria submitted	
8	Are your materials complied with Scope of work in Part IV	
9	Whether All the Fire Extinguishers have BIS & ISI marked.	
10	Whether required Annexures are submitted	

Annexure-C

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with the stamp act)

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 having its office UCO Bank, Zonal Office, 2nd Floor, 380 Saket Nagar, Indore (M.P) (hereinafter called "Purchaser") having agreed to exempt M/s **(Name of the Selected bidder Company)** a Company/firm incorporated under the Companies Act, 1956 having its registered office at **(Address of the Selected bidder company)** (hereinafter called "SELECTED BIDDER") from the demand, under the terms and conditions of Purchaser's Letter of Intent bearing no.dated issued to the Vendor (hereinafter called "Purchase Order") in pursuance of Request For Proposal no. ----- as modified, of security deposit for the due fulfillment by the VENDOR of the Terms and conditions contained in the Purchase Order, on production of a Bank Guarantee for Rs....(Rupees.... Only).

We,..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "Bank") at the request of

[VENDOR] do hereby undertake to pay to Purchaser an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by Purchaser by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.

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

3. We undertake to pay to Purchaser any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

4. We, [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said

Agreement and that it shall continue to be enforceable till all the dues of BANK under

or by virtue of the said have been fully paid and its claims satisfied or discharged or till Purchaser certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing. Or before (Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We [Indicate the name of bank ISSUING THE GUARANTEE] further agree with Purchaser that Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.

7. We, [Indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of Purchaser in writing. Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed Rs....(Rupees.....) only.

ii) This Bank Guarantee shall be valid upto and

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

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

NOTE:

1. Selected vendor should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank guarantee issued by banks located in India shall be on a Non- Judicial Stamp Paper of requisite value as applicable to the place of execution.

Annexure -D

Commercial/Price Bid

Ref No-UCO Bank Tender No-UCO/ZOI/2022/ Dt.-25/11/2022

Supply, Installation and Maintenance (refilling) of ABC, CO2 DCP, Modular type Fire extinguishers installed in the branches of UCO Bank, Zonal Office, Indore.

SI N o	<u>Item Description</u>	Unit Price	<u>Price (Excludin g GST)</u>
1	ABC Type Fire Extinguisher with MAP-50 and BIS & ISI certified-4 Kg	1 Nos	
2	ABC Type Fire Extinguisher with MAP-50 and BIS & ISI certified-5 Kg	1 Nos	
3	Water CO 2 Fire Extinguisher with BIS and ISI certified-9 Kg	1 Nos	
4	CO 2 Type Fire Extinguisher with BIS and ISI certified-2 Kg	1 Nos	
5	CO 2 Type Fire Extinguisher with BIS and ISI certified-4 Kg	1 Nos	
6	Dry Chemical Type Fire Extinguisher with BIS and ISI certified-5 Kg	1 Nos	
7	Dry Chemical Type Fire Extinguisher with BIS and ISI certified-4 Kg	1 Nos	
8	Modular Type Fire Extinguisher with BIS and ISI certified-5 Kg	1 Nos	
		TOTAL	

Note:

1. In case of discrepancy between figures and words, the amount in words shall prevail.
2. Bidders should strictly quote in the format and for periods as mentioned above. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.



Annexure-E

PRE CONTRACT INTEGRITY PACT
(To be stamped as per the Stamp Law of the Respective State)

1. 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 Zonal Office, Indore represented by Dy. General Manager/Zonal 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 _

_____a
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.

6. 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.



7. Previous Transgression

a) 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.

b) 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.

8. 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.

9. Sanctions for Violation

9. 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.

10. Compensation for Damages

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.

11. 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.

12. Independent External Monitor

12.1 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).

12.2 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.

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

12.4 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.

12.5 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.

12.6 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.

12.7 The word "**Monitor**" would include both singular and plural.

13. Law and Place of Jurisdiction

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

14. 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.

15. Integrity Pact Duration.

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

15.2 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 UCO Bank .

15.3 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.

16. Other Provisions

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

16.2 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.

16.3 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.

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

16.5 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.

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

The Parties here by sign this Integrity Pact at on _____
(Seller/Bidder) and _____ on _____ (Buyer)

BUYER

BIDDER *

/SELLER*Signature: Signature:

Authorized Signatory (*) UCO Bank

Place:

Date:

Date:

Witness 1:

Witness 2:

(Name & Address)

(Name & Address)



Annexure-F

Letter of Undertaking & Indemnity

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

To
UCO Bank,
Zonal Office,
Indore

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/

Contractor for supply of Fire extinguishers/ refilling, a Company/firm incorporated under the Companies Act, 1956/or registrar of firm and societies 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

- 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 security deposit.
- 5) This Letter of Undertaking & Indemnity shall survive the Agreement entered into between the Bank and us.

Dated, this.....day of 20

.....

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

.....

(Signature of the Authorized Signatory of Bank)



ANNEXURE-G

Draft Agreement

THIS AGREEMENT made at _____ the _____ day of _____ 2022

BETWEEN

UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001, represented by the Authorized Signatory of its Zonal Office, Indore Mr.....(Designation)
(hereinafter referred to as "UCO Bank/ 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 **FIRST PART**

AND

"M/s., a Company/firm incorporated under the Companies/firm and societies Act having its registered office at
....., India, represented by its Authorised Signatory, Mr.
.....(Designation) (hereinafter referred to as the **"VENDOR"**, 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 **SECOND PART"**.

WHEREAS the Bank is desirous of executing Contract for at UCO Bank Head Office at

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 dated2022 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) R.F.P.(Request For Proposal) no.
- (b) Corrigendum (if any) dated

GENERAL TERMS AND CONDITIONS:

1. Scope of work: Supply, installation and refilling of Fire extinguishers installed in the UCO bank branches/offices located in Indore and in 22 districts. Supply order for the same will be issued by UCO Bank, Security Department, Zonal Office, Indore and

on successful installation/delivery, necessary bills thereof will be settled by central security department / respective Offices of Bank, as per the location of delivery of the products.

2. Award of Contract:

Supply order will be awarded to L1 vendor(s) thus selected will be product wise i.e. price quoted for individual items and not cumulative of all the items.

M/s..... shall be responsible for arranging and obtaining at his own cost, the necessary work permits, tax forms / clearance of Central / State Government, passports, visas, police permits in connection with the execution of the order. Expenses for customs duty related to machines, other effects of any personnel employed or engaged by him / it for work, either from India or from any other country shall be the responsibility of the vendor.

3. Duration of the Empanelment:

The empanelment period for supply and installation of Fire extinguishers will be valid for a period of **03 (Three) years** effective from, 2022 unless terminated earlier by the Bank for its own convenience by giving **30** days' notice in writing to the Vendor without assigning any reason(s) and without any cost(s) or compensation therefore. However, after the expiry of the initial term of **03 (three) years**, Bank reserves the right to extend /renew the empanelment for such period and on such terms as would be mutually agreed between the parties.

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

4. Supply Order & Terms of Payment (Bank will not pay any advance):- Supply order to be given by Zonal Office , to the selected vendor(s) in the Price Bid. Branches will disburse 100% payment to the vendor upon successful supply & installation , furnishing of bills, invoices ,receipts for all materials supplied duly certified by branches ,to prove that the material purchased are as mentioned in the specification in compliance to the terms of contract and/or Purchase Order and statutory deductions as per Rule.

Vendor has to ensure and deliver the material and its installation within two weeks from the date of acceptance of work order. Bank will be free to terminate the contract without further notice and without any cost/compensation therefor and the Performance Bank Guarantee submitted by defaulting Vendor will be invoked and amount will be forfeited without prejudice to Bank's rights and contentions available under contract and the laws for the time being in force.

5. Modification of Work/Purchase Order:



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

6. Performance Bank Guarantee:-

Vendor shall be liable to furnish a Performance Bank Guarantee of Rs 5,000 (Rupees Five thousand only) only, as per enclosed format in Annexure-III, issued by any scheduled commercial bank other than UCO Bank valid for **39** months (validity period + claim period) either before or at the time of execution of this Agreement. If the contract is extended/ renewed after the completion of initial term, PBG shall be extended or renewed by the Vendor.

The Performance Bank Guarantee shall act as a security deposit and either in case the Vendor is unable to perform/deliver within the stipulated time or supply and installation of physical security equipments is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the vendor is not able to fulfill any or all conditions specified in this Agreement or Purchase Order or is unable to complete supply and installation work within the stipulated time. This is independent of the LD on Delivery and installation.

Any defect in the work, arising out during the period of one year from the date of installation and not attended by the Vendor within two days from the date of reporting the defect, will be rectified by the Bank through some other agency and the cost thereof will be recovered from the Company from the amount payable to Vendor by the Bank and/or by invoking the Performance Bank Guarantee, without prejudice to Bank's rights and contentions.

7. Test for Performance:- Vendor gives its consent for the Bank to test one out of every 50 fire extinguishers supplied to the Bank by the company and to replace the F.E to be tested with a new F.E of the same class prior to the test free of cost of whatsoever nature.

a. Vendor will bear the cost of transporting the F.E to be tested and bear the cost of testing charges.

b. In case any of the newly-supplied F.E does not work in the event of fire incident. The complete supply order will be returned to the vendor with 100% reimbursement to the Bank.

8. Buy Back of old equipment's:- The vendor(s) should agree to buyback the old security equipment's held by the bank on "as is where is basis", as and when desired by the Bank at a rate mutually agreed to between both the parties.



9. GST Clauses:-

- a. Payments would be subject to withholding tax as per Income Tax Act, 1961, wherever applicable.
- b. Prices or fees quoted in the purchase order shall be inclusive of all statutory levies, taxes, cess (such as Service Tax/VAT/CST/Excise Duty/Entry Tax/GST), as made applicable by Competent Authorities unless otherwise provided. Any future levy or increase in applicable taxes shall be to the account of the supplier / service provider.
- c. From the date of enactment of Goods and Services Tax Act, GST¹ as applicable, only would be payable by the UCO Bank.

General Terms & Conditions of GST regulation:

- a. Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- b. The 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 GSTN². In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with UCO Bank, then payments to Supplier/ Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time the accurate tax amount is finally reflected in the GSTN to UCO Bank's Account and is finally available to UCO Bank in terms of GST laws and that the credit of GST so taken by UCO Bank is not required to be reversed at a later date along with applicable interest.
- c. UCO Bank has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the 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.
- d. Supplementary invoices/debit note/credit note for price revisions to enable UCO Bank to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding financial year.
- e. The purchase order/ work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

10. 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.

11. INTEGRITY Pact :agrees to execute Integrity Pact as per Bank's format as per Annexure-IV on Non-judicial Stamp Paper of appropriate value with UCO Bank, Head Office, Kolkata .

12. INDEMNIFICATION: The Vendor agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.

The Vendor agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to/on account of any breach of the terms and conditions contained in the Agreement.

The Vendor agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses(including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the Vendor or its employees/personnel.

All indemnities shall survive notwithstanding expiry or termination of Agreement and the Vendor shall continue to be liable under the indemnities.

Vendor is required to furnish a separate **Letter of Indemnity** (as per Annexure-II on Non- judicial Stamp Paper of appropriate value) in Bank's favour in this respect before or at the time of execution of the Agreement.

13. LIQUIDATED DAMAGES: In case the vendor fails to deliver the material and its installation within one month from the date of acceptance of the work order, by fault of the vendors

i.e M/s....., failing which liquidated damages for equipment not supplied will be levied at the rate of 1% of the cost of equipment for each completed week of delay or part thereof, subject to a ceiling of 10% (Ten percent) of the price of each equipment, accrual of which entitles us to rescind the contract.

14. FORCE MAJEURE: If at any time during the currency of the contract the performance in whole or in part by vendor or any obligations under the contract shall be prevented or delayed by reasons of any war, hostilities, acts of God, public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, etc. then provided notice of the happening of any such events is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reasons of such event be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance. The whole or any part of the party's obligation under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If force majeure event continues beyond the period of three (3) months the



parties shall hold consultation to resolve the problem satisfactorily.

15. CANCELLATION/TERMINATION:

(1) Bank reserves its right to cancel the work/purchase order and/ or terminate this Agreement by giving **30** 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: -

1. The vendor commits a breach of any of the terms and conditions of the contract.
2. The vendor violates any Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
3. The Vendor goes into liquidation, voluntarily or otherwise.
4. An attachment is levied or continues to be levied for a period of seven days upon effects of the contract.
5. If the vendor fails to complete the assignment as per the time lines prescribed in the Purchase order/ Agreement and/or within the extension, if any allowed.
6. If deductions of account of liquidated damages exceeds more than 10% of the total contract price.
7. In case the vendor fails to deliver the quantity as stipulated in the delivery schedule, Bank reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the vendor.
8. After award of the contract, if the vendor does not perform satisfactorily or delays execution of the contract, Bank reserves the right to get the balance contract executed by another party of its choice by giving **30** day's notice for the same. In this event, the vendor is bound to make good the additional expenditure, which bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

Bank reserves the right to recover any dues payable by the vendor from any amount outstanding to the credit of the vendor, including the pending bills and/or invoking the performance bank guarantee under this contract.

(2) 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 30 days to the vendor without assigning any reason and without cost or therefor.



16. CONSEQUENCES OF TERMINATION: In the event of termination of the Agreement due to any reason, whatsoever, [whether consequent to the expiry of stipulated term of the Contract or otherwise], UCO BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all steps to minimize loss resulting from the termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

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

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

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

17. 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 Principal and agent.

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

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

18. Dispute resolution mechanism

The Vendor and the Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

b. The matter will be referred for negotiation between authorised representative of UCO BANK and the Authorized Official of the Vendor. The matter shall then be resolved



between them and the agreed course of action documented within a further period of 15 days.

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

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

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

19. 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 there under 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 Indore.

20. Non-Disclosure : The Vendor 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.

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

22. All other Terms & Conditions will remain same as stipulated in our R.F.P and subsequent to 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.



IN WITNESS WHEREOF the Bank and the vendor have set their respective hands on the day and year first herein above written.

Signed on behalf of the UCO Bank

Signature on
behalf of the
vendor

By its duly authorized
Officer In presence of:

1) Signature.....

1) Signature.....

Name with address:

Name with address:

2) Signature.....

2) Signature.....

Name with address

Name with address: