

# Request for Proposal (RFP)

For

**Purchase of 95 GSM MICR Sensitized Cheque Paper  
with Bank's as well as "CTS-INDIA" Watermark**



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

**RFP REF NO: 01/2018-19 Date: 12/04/2018**

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

## **Disclaimer**

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

**NOTICE INVITING RFP FROM IBA APPROVED PAPER MANUFACTURER / MILL FOR SUPPLY OF -95-GSM MICR SENSITIZED CHEQUE PAPER WITH BANK'S AS WELL AS "CTS-INDIA" WATER MARK.**

UCO BANK, Head Office, 10 B.T.M Sararani, Kolkata, intended to invites offers from IBA approved paper manufacturers /mills for supply of 95 GSM MICR Security Paper for the FY 2017-18. For the purpose, we solicit Bids from IBA approved paper manufacturers / mills on or before **07/05/2018 up to 2.00 PM**. The bids will be opened on **08/05/2018 at 3.30 PM** by committee of executives and officers of our Bank at our Head Office at following address:

**UCO BANK**  
**Printing & Stationery Department,**  
**2, India Exchange Place, Kolkata-700 001**  
**Telephone No. 033 – 22319041**

Tenderers, who may like to attend the opening of the tender may attend it at their own cost at above said time and venue.

Tenderers may download the RFP document from the Bank's website [www.ucobank.com](http://www.ucobank.com).

<b>Tender Reference</b>	<b>Tender No 01 Dated 12/04/2018</b>
<b>Estimate</b>	<b>Es.90.00 Lakh (Approx)</b>
<b>EMD (Returnable)</b>	The bidder shall furnish non interest earning Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Two Lacs only) by way of Demand Draft or Bankers cheque drawn on any scheduled bank in favor of UCO BANK, payable at KOLKATA. Submission of EMD in other than Bid Envelop is liable to be rejected on grounds of non submission of EMD. The EMD of the bidders not qualified under Bid will be returned without interest in due course after opening of the Bid. The EMD of the successful bidder will be converted into security deposit.
<b>Date of issue of RFP</b>	<b>12/04/2018</b>
<b>Last Date &amp; Time for Submission of Tender :</b>	<b>On 07/05/2018 upto 2:00 PM at UCO Bank, Printing &amp; Stationery Department , Head Office at Mezzanine Floor,2, India Exchange Place, Kolkata-700 001</b>
<b>Date and Time of Opening Technical Bid/Part-I</b>	<b>On 08/05/2018 upto 3:30 PM at UCO Bank, Printing &amp; Stationery Department , Head Office at Mezzanine Floor,2, India Exchange Place, Kolkata-700 001</b>



<b>Date of Opening of Financial Bid :</b>	Part-II i.e Price Bid of tender will be opened for those vendors who will be qualified <b>after scrutiny of Part-I</b> of Tender. <b>On 08/05/2018 upto 4:00 PM at UCO Bank, Printing &amp; Stationery Department , Head Office at Mezzanine Floor,2, India Exchange Place, Kolkata-700 001</b>
<b>Validity of Tenders</b>	120 (One Twenty) days from the date of opening.
<b>Address of communication</b>	<b>UCO BANK Printing &amp; Stationery Department, 2, India Exchange Place, Kolkata-700 001</b>
<b>Process of submission of tender document:</b>	<p>a) Bidders are required to submit technical bid in separate sealed envelop (envelop-1), super scribing "PART-I (Technical Bid)" and price bids in separate sealed envelopes (envelop-2) with super scribing "PART-II (Price Bid)" .</p> <p>b) Envelopes of 'Part-I &amp; Part-II should be properly sealed and placed into a master envelop superscribed as 'Tender Document for.....' .</p> <p>c) Each page of the tender documents is required to be signed by the person or persons submitting the tender in token of his / her/their having acquainted himself /herself/ themselves with the tender documents in its entirety.</p>

UCO Bank reserves the right to accept or reject in part or full, any or all Tenders without assigning any reason whatsoever and without any cost and compensation therefore. Any decision of UCO Bank in this regard shall be final, conclusive and binding on all the Tenderers.

The bidder must obtain for himself/herself/themselves on his/her/their own responsibility all the information which may be necessary for the purpose of making a valid tender and entering into a valid contract. The tenderer is advised to inspect the installations at the site of work and acquaint himself/herself/themselves with all local conditions, nature of work and all matters pertaining thereto.

All the information relating to corrigendum if any, selection of bidders to participate in Price Bid , name of L-1 bidders etc. will be uploaded in Bank's website which may please be noted. No separate newspaper notification will be issued in this regard.

Tenderers fulfilling the specified requirements may submit their Bids addressed to The Chief Manager, Printing and Stationery Department, 2 India Exchange Place, Kolkata -700001, as required so as to reach latest by 07-05-2018 up to 2.00 PM at the address mentioned above.

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

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### Eligibility Criteria

i) The have to be a IBA approved reputed Paper Manufacturers /Mills for supply of MICR 95 GSM Security Paper of RBI/IBA specification having valid approval certificate of IBA.

ii) The applicant should have a minimum Annual sales turnover of Rupees Five Crore for the last three financial years ending 31.03.2017 .Certificate of audited balance sheet for last three years must be enclosed. **Vendor should be a profitable organization.**

iii) The bidder must be registered under GST .

iv) The bidder should have PAN.

v) The bidder should have experience in executing the similar work i.e supply of MICR Cheques Paper to Public Sector Banks as under at Public Sector Banks:

a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost within seven years ending last day of the month previous to the one in which applications are invited in execution of similar works. **Or**

b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost within seven years ending last day of the month previous to the one in which applications are invited in execution of similar works. **Or**

c. One similar completed work costing not less than the amount equal to 80% of the estimated cost within seven years ending last day of the month previous to the one in which applications are invited in execution of similar works .

**TENDER FOR PURCHASE OF -95-GSM MICR SENSITIZED CHEQUE PAPER WITH BANK'S AS WELL AS "CTS-INDIA" WATER MARK. FROM IBA APPROVED PAPER MILLS**

**1.1 Information Provided**

The RFP document contains statements derived from information believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, 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 RFP document.

**1.2 Confidentiality**

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

- a) To maintain and use the information only for the purpose of the contract/ agreement and only as permitted by Bank.
- b) To only make copies as specifically authorized by the prior written consent of bank and with the same confidential or proprietary notices as may be printed or displayed on the original.
- c) To restrict access and disclosure of information to such of their employees, agents, strictly on a "need to know" basis to maintain confidentiality of the information disclosed to them in accordance with this clause and
- d) To treat all information as confidential information.

( The successful Bidder must execute a Non Disclosure Agreement to the bank as per bank's format before or at the time of execution of the Master Contract.)

**1.3 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 RFP 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.

**1.4 No Legal Relationship**

This RFP is not an offer by the bank, but an invitation for the vendor responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Vendors.

### **1.5 Recipient's Obligation to inform itself**

It is the recipient's responsibility to conduct all necessary investigation and analysis regarding any information contained in the RFP document and the meaning and impact of the information.

### **1.6 Acceptance of Terms**

Recipient shall by responding to Bank with a submission, be deemed to have accepted the terms of the document in totality without any condition whatsoever.

### **1.7 Period & validity of Bid**

Bid shall remain valid for 120 days after the date of bid opening prescribed by UCO BANK. UCO BANK holds the rights to reject a bid valid for a period shorter than 120 as non-responsive, without any correspondence. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period.

### **1.8 Rejection of the Bid:** The Bid is liable to be rejected if:

- a) The document doesn't bear signature of authorized person.
- b) It is received through Telegram/Fax/E-mail.
- c) It is received after expiry of the due date and time stipulated for Bid submission.
- d) The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP).

### **1.9 Indemnity:** **\_\_The selected Bidder 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.**

(a) The selected Bidder 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 breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.

(b) The selected Bidder 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 selected bidder or its employees/personnel.

(c) All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.

(d) Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.

#### **1.10 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 bidders, Bank shall be entitled to forfeit the EMD.

Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever.

#### **1.11 Liquidated Damage**

Liquidated damages for fail to supply wholly or partly, as per term of our order, non performance, non supply in time or supplying the materials which do not confirm the specification/quality prescribed or which is found defective will entail @ 1% (One percent) of the order value per week will be charged for every week's delay from 5<sup>th</sup> week in commissioning to a maximum of 10% of the order value.

UCO BANK reserves its right to recover these amounts by any mode as it deems fit and proper such as adjusting from any payments to be made by UCO BANK to the bidder, etc. without prejudice to its other rights and contentions available under the Law (s) for the time being in force. Liquidated damages will be calculated on per week basis.

#### **1.12 Price**

- a) The Price Bid must include all applicable taxes.
- b) The bidder shall keep the price valid for a period of 120 days from the date of submission of bid. 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 bidder.
- c) 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.

#### **d. Additional Terms & Condition on Taxes are as follows:**

- Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.



- The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN<sup>1</sup>. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with UCO Bank, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time the accurate tax amount is finally reflected in the GSTN to UCO Bank's Account and is finally available to UCO Bank in terms of GST laws and that the credit of GST so taken by UCO Bank is not required to be reversed at a later date along with applicable interest.
- UCO Bank has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to UCO Bank for the fault of supplier shall be recovered by UCO Bank by way of adjustment in the consideration payable.
- Supplementary invoices/debit note/credit note for price revisions to enable UCO Bank to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding financial year.

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

### **1.13 Order Cancellation (Termination)**

UCO BANK reserves the right to cancel the purchase order or terminate the contract by giving 30(thirty) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -

- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the agreement executed between the Bank and the selected Bidder.
- b) The selected bidder goes into liquidation, voluntarily or otherwise.

- c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines and Notifications etc.
- d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- f) Deductions on account of liquidated damages exceed more than 10% of the total work order.
- g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.
- h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.
- i) UCO BANK reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.
- j) The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

#### **1.14 Consequences of termination**

In the event of termination of the Contract 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 Contract is due to the expiry of the term of the Contract and the Contract 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 guarantees, securities furnished, enforce the Letter of Indemnity 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.

#### **1.15 Force Measure**

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

(a) Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics

(b) Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos

(c) Terrorist attack, public unrest in work area

(d) Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The bidder or UCO BANK shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding the above, provisions relating to indemnity, confidentiality, survive termination of the contract shall remain same.

### **1.16 Modification in order**

Bank reserves its rights to modify (i.e., addition and reduction) the Purchase 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.

### **1.17 Cancellation of tender process**

Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason and without any cost or compensation therefore.

### **1.18 Non Assignment**

Neither the subject matter of the contract nor any right arising out of the contract shall be transferred, assigned or delegated to any third party by Vendor without prior written consent of the Bank.

### **1.19 Compliance of law**

Bidder is required to comply with and adhere to all Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc. Any license, if required for providing the resources for call centre, need to be secured by the bidder. The bidder is solely responsible for any legal obligation related to this.

### **1.20 Conflict of Interest**

The vender shall disclose to Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the vendor or the Bidder's team) in the course of performing the service(s) as soon as practical after it becomes aware of that conflict.

### **1.21 Modification and withdrawal of RFP**

The Bank may update or revise the RFP 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 same confidentiality undertaking.

### **1.22 Authorise Representative**

A power of Attorney / Authorisation Letter from the bidders Authorised officials / Body must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of the bidder.



### 1.23 Publicity

Any publicity by bidder in which name of UCO Bank appears, is to be used only after receiving explicit written permission from UCO Bank.

### 1.24 Integrity

Successful Contractor has to execute integrity pact as per Bank's format as per Annex-II on non-judicial stamp paper of appropriate value.

**The services to be availed from the selected bidder is on a principal to principal basis and does not create any employer- employee relationship:** No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Vendor, for any assignment under the purchase contract to be issued for this RFP. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Vendor shall be paid by Vendor alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Vendor's employee, agents, contractors, and subcontractors, etc. The Vendor shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc. However, the Vendor would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

## **We propose to purchase of 100 M.T. 95 GSM cheque Paper**

### **SCOPE OF WORK**

**UCO BANK, Head Office, 10 B.T.M Sararani, Kolkata – 700 001**, invites offers from IBA approved paper manufacturers /mills for supply of MICR Security Paper with Bank's Water Mark and incorporating the mandatory features, stipulated in Reserve Bank of India circular No. DPSS.CO.CHD. No.1832/04.07.05 / 2009-10 dated 22.02.2010 on "Standardisation and Enhancement of Security Features in Cheque Forms", and NPCI circular no. NPCI/CTS/2010/11/1304 dated 21.09.2012 at manufacturing stage **and other amendments if required subsequently**.

Interested Paper Manufacturers / Mills may submit us application and quotation with sample of paper in prescribed format along with requisite documents in a sealed cover duly completed in all respects on or before **07/05/2018 till 2.00 p.m.** to the Chief Manager, Printing and Stationary, Department, 2, India Exchange Place Kolkata- 700 001. Please invariably mark on cover as **'PRICE BID FOR SECURITY PAPER'**.

**Paper manufacturer will be accountable for quality of paper and incorporation of CTS watermark in each cheque leaf.**

### **Documents required with the prescribed form:**

- i) Xerox copy of Income Tax return, PAN card, GST Regn. Certificate, Trade License, Certificate issued by Registrar of Companies in case of Company or Registrar of Partnership as applicable.
- ii) Copies of audited balance sheet & Profit and Loss a/c for the last three years.
- iii) Client information & Performance certificate from users/Xerox copy of orders received from Banks to whom papers are supplied by the Paper Mills.
- iv) IBA Certificate for empanelment of Paper Mill for Printing of MICR grade Paper.
- v) Test Certificate of NPCI / National Test House, Chennai for MICR CTS grade Paper.
- vi) Copy of BIS Certificate for Manufacturing of MICR grade Paper.
- vii) Sample sheet of MICR grade Paper with CTS-INDIA.
- viii) Proof of supply of MICR grade paper to scheduled Banks.

### **SETTLEMENT OF DISPUTES**

- (i) In case of dispute or difference of any kind whatsoever arise between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or differences by mutual consultation.
- (ii) If after 30 days the parties fail to resolve their disputes or differences by such mutual consultation, then either the bank or the vendor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter of dispute. No arbitration in respect of this matter may be commenced unless such notice is given.

- (iii) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be settled in accordance with the Arbitration and Conciliation Act, 1996.
- (iv) Arbitration proceedings shall be held at Bank's office i.e. Head Office that placed the order and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- (v) The process of arbitration shall be conducted by a sole Arbitrator appointed by the Bank.

**Please note that all the offered documents shall be duly signed by the bidder on all the pages in due acceptance of the terms and conditions**

Bank reserves the rights to accept or reject the quotation of paper manufacturers / mills without assigning any reason what so ever.

Prescribed Performa may be downloaded from our Bank's website [www.ucobank.com](http://www.ucobank.com). For any clarification, Please contact us on telephone No. 033 – 22319041

Further, tenders so received up to prescribed date i.e. **07.05.2018 (2.00 p.m.)** will be opened on **08.05.2018 at 3.30 p.m.** in presence of Committee of Executives of our Bank at following address.

<p style="text-align: center;"><b>UCO BANK</b> <b>Printing &amp; Stationery Department,</b> <b>2, India Exchange Place, Kolkata-700 001</b></p>
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Tenderers who may like to attend the opening of tender may attend it at their own cost at above said time & venue.

The general terms and conditions are applicable for the tender.

Place : Kolkata  
Date :12.04.2018

### **OTHER TERMS AND CONDITIONS:**

1. Paper is to be supplied in sheet and / or reel form. (Quantity to be decided by Bank)
2. No extra cost would be paid for preparation of Bank's watermark and "CTS-INDIA' Watermark i.e. the required 'Dandy' for Water marking should be arranged by the paper manufacturers at their own cost. However, maximum -3- weeks period will be given for preparation of water marks, if the same are not having with the paper manufacturer. Further, it would be required to ensure safekeeping of Dandy Roll and to submit undertaking that the said Dandy will be used only for execution of order placed by our Bank.
3. Rate once quoted would not be allowed to change for any reason except on account of revision in Government duties like Central Excise, Sales Tax etc. only on production of satisfactory documentary evidence. At the same time, any reduction in Government duties must be passed on to the Bank failing which; Bank would be authorized to deduct such reduction from payment from their end.
4. Delivery schedule; Delivery must be made within -4 weeks (including water mark manufacturing period if so required at manufacturer's end) after placing the order. Bank reserves the right to purchase of paper in any number of lots. Delivery must not be deferred / delayed under any circumstances after receipt of order. Fail to supply wholly or partly, as per terms of our order, non performance or non supply in time or supplying the materials which do not conform to the specification/quality prescribed or which is found defective, will entail enforcement of one or more of the following:
  - I) Cancellation of the order in part or full and forfeiture of Security Deposit.
  - II) Recovery of extra cost, if any, incurred by the Bank in securing the materials from other sources, due to the defect / delays in execution over stipulated time or otherwise, by adjusting the Security Deposit besides the Bank reserves rights to claim balance cost/damages.
  - III) Levying the penalty charges @2% per week or part thereof from 5<sup>th</sup> week of placement of order, **maximum 10% of order value.**
  - IV) Removal of their name from the list of approved suppliers without any further reference. The same may be reported to IBA for blacklisting.
5. All the offer documents should be duly signed by the supplier on all the pages in due acceptance of the terms and conditions. Offers containing any conditions overriding/deviating from our terms & conditions are not acceptable.
6. Paper should be strictly as per CTS guidelines so that the CTS watermark in full and Bank water mark in full or in part should appear in each cheque leaf. Sample of paper with our Bank's water mark and CTS watermark should be got approved by NPCI. Paper to be supplied is to conform strictly to the specified grammage and meet with the regular standards for security paper like sensitization etc. and also laid down specifications of RBI /BIS/ NPCI/Bank.



7. In case supply is not as per specifications, the Mill will be held responsible towards payment of bill, on account of higher rejection rate including printing and other costs incurred, and testing charges if any by RBI / other authorized agency etc.

in case it is found even at a later stage the supplies have defects such as wrong placement of watermark, torn sheet, uneven surface, moist paper and surface having more fluff than desired, the supplier will have to replace the material or face penalties to the extent of loss incurred by the bank by way of deductions from supplier's EMD/security Deposit. Rejected material should be removed by the suppliers from the Bank's empanelled printer immediately within one week failing which it will be disposed off by the Bank at the cost of supplier and no claim for the same shall be entertained. Bank will not be responsible in any respect in this regard.

8. Freight, octroi and insurance will be paid on actual basis against relevant documents. Paper is to be delivered to Security Printers at the address of printing unit/s.

9. Payment shall be effected only after approval of paper by the satisfactory confirmation of printer of having receipt of paper.

- I) Name of the Manufacturer
- II) GST number of the manufacturer
- III) SGT number of the Goods/ Services recipient Office
- IV) Address of the Goods/ Services recipient Office
- V) Rate of Tax
- VI) Value of Goods/Services
- VII) SGST/CGST/IGST/UGST (As applicable)
- VIII) Total Value (Including Taxes)
- IX) Contact details & E-Mail ID of manufacturer.

The Invoices submitted for payment should also show the gross weight, tare weight, side discs, wrapper, net weight etc. The payment will be made on net weight of paper only. Related papers should also be submitted along with each invoice, Interest will not be paid on any payment of bill if there is any deficiency in the bill submitted by the manufacturer.

10. Specimen of paper must be submitted along with the quotations, otherwise the offer will not be considered.
11. The quality of the paper has got to be approved from the Bureau of Indian Standards or Central Pulp & paper Research Institute, Saharanpur or National Test House to the effect that paper is sensitized to more than -09- Chemicals against ABS test and is very sensitive to chemical alterations.
12. **Earnest Money Deposit (EMD) :-**The bidder shall furnish non interest earning Earnest Money Deposit (EMD) of Rs.2,00,000/- (Two Lacs only) by way of Demand Draft or Bankers cheque drawn on any scheduled bank in favor of UCO BANK,

payable at KOLKATA and should be kept along with Bid. Submission of EMD in other than Bid Envelop is liable to rejected on grounds of non submission of EMD. The EMD of the bidders not qualified under Bid will be returned without interest in due course after opening of the Bid. The EMD of the empanelled bidders will be converted into security deposit.

13. Bank reserves right to accept/ reject any or all of the offers without assigning any reason whatsoever. Also bank reserves rights to split the order amongst two vendors if required, to ensure timely supply and to avoid dependence on only one supplier.
14. The bidder must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in RFP.
15. The Bank's decision regarding the acceptance/rejection will be final and no dispute or negotiation will be entertained in this regard. In matters regarding the quality of materials, interpretation of specifications etc, the decision of the bank, which shall be given in writing, shall be final, conclusive and binding on the bidder. The bank has the right to delete item, reduce or increase the scope of work without the tenderer claiming any compensation or the reduction in the scope of work.
16. In case of any dispute, the courts at KOLKATA will have exclusive jurisdiction.

Signature :

Place :

Name & Designation :

Date :

Organisation :

**Format of Application**

**Application for supply of Paper from Mills producing MICR CTS-2010**

**Standard Cheque Paper.**

- 1) Name of Paper Mill :
- 2) Address: a) Office :  
b) Kolkata Office Address :
- 3) Name & Tele no. of Directors/Partners/Proprietor/Contact Person :
- 4) Year of Establishment :
- 5) a) Trade License No.& date :  
b) GST Regn. No :  
c) Income tax PAN No :
- 6) System of delivery of paper to different parts in India (i.e. whether depends on hired transport or having own transport).
- 7) Annual Turnover/sales during past three years ended on:-  
**31-3-2015**      **31-3-2016**      **31-3-2017**

(Signature of Applicant/ Authorized signatory)

**N.B :** Copies of all relevant documents should be enclosed with the application. Last date for submitting application is **07.05.2018 before 2.00pm**. The applicants will be informed, if eligible to supply the paper in due course about the lowest rate approved by the Bank.

DECLARATION  
(Declaration to be given on Letter Head)

1. I / We hereby submit the application on prescribed format and our quotation marked as "PRICE BID FOR SECURITY PAPER' in sealed cover in response to your tender dated 00.00.2018 for empanelment of Security Printers. I / We agree that the decision of UCO BANK in selection of tenders will be final and binding on me / us.
2. All the information furnished in the attached forms are correct to the best of my / our knowledge and we understand that if any information is found to be false at a later date, contract made between ourselves and Bank will be treated as invalid.
3. Bank shall have the authority to verify all the information provided by us.
4. All supporting documents shall be provided by us in authenticity of the information furnished.

Place :  
Date :

Signature :  
Name & Designation :  
Organisation :



**PROFORMA FOR QUOTING RATES**  
(To be given on your Letter Head)

Paper Quality	Ex-mill Rate per m. ton (Reel form paper ) Including all Taxes and Trade Discount, if any
MICR 95 GSM Security paper with Bank's & "CTS INDIA" water Mark	

**Note:** Rates quoted should be Ex-mill Price including all taxes and after trade discount, if any. Please quote your single rate irrespective of any destinations in India where the paper to be sent. Freight charges must not be included in your quoted rate as freight charges will be paid separately by Bank depending upon actual destinations.

**Bank reserves the right to accept / reject any or all offers without assigning any reason.**

We also request to follow RBI circular No.RBI/2009-10-323 DPSS.CO.CHD. No.1832/04.07.05/ 2009-10 dated 22.02.10 on "Standardization and Enhancement of Security Features in Cheque Forms" NPCI circular no. NPCI/CTS/2010/11/1304 dated 21.09.2012 and subsequent guidelines issued by RBI/ IBA / NPCI on the captioned subject (copy available from their web-site) and to add required features accordingly without any extra charges.

The tenderer should quote in English both **in figure** as well as **in words** the rate and amounts tendered by him in the schedule of rates for each item and in such a way that interpolation is not possible.

We abide by above notes and other terms & conditions given under this tender.

Signature :

Place :

Name & Designation :

Date :

Organization :

## ANNEXURE-I

### Draft Agreement

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

Article of agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2018

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

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

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

And whereas the vendor has agreed to execute upon and subject to condition set forth herein and work order, General conditions of contract, special condition of contract, including all other conditions as mentioned, in the work order, specifications and all correspondence exchanged by or between the parties from the submission of tender till the award of work, both letter inclusive, (all of which are collectively hereinafter referred to as " the said conditions") the work described in the said specification and included in the tender at the rates therein set for in UCO Bank Work Order No..... dated .....201 and amounting to the sum of Rs. .... (Rupees ..... only) inclusive of all Taxes .  
NOW IT IS HEREBY AGREED AS FOLLOWS:

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

- (a) Work order letter no-..... dated .....**
- (b) R.F.P.(Request For Proposal) dated .....**
- (b) Corrigendum (if any) dated .....**

## **GENERAL TERMS & CONDITIONS**

### **1. Scope of work:**

Supply of MICR Security Paper with Bank's Water Mark and incorporating the mandatory features, stipulated in Reserve Bank of India circular No. DPSS.CO.CHD. No.1832/04.07.05 / 2009-10 dated 22.02.2010 on "Standardisation and Enhancement of Security Features in Cheque Forms", and NPCI circular no. NPCI/CTS/2010/11/1304 dated 21.09.2012 at manufacturing stage **and other amendments if required subsequently**

#### **1.1. Price and Taxes:**

The price shall be firm and binding without any escalation through the contract period (Till conclusion of Work) .The prices (in Indian Rupees) must indicate All inclusive Price but excluding GST . GST will be paid extra by Bank at actual rate prevailing at that time.

#### **(a) Additional Terms & Condition on Taxes is are as follows:**

- Supplier has to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- The Supplier has 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 the Vendor has to ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by the Vendor Supplier/ Service Provider and details available with UCO Bank, then payments to the Vendor Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time the accurate tax amount is finally reflected in the GSTN to UCO Bank's Account and is finally available to UCO Bank in terms of GST laws and that the credit of GST so taken by UCO Bank is not required to be reversed at a later date along with applicable interest.
- UCO Bank has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the the supplier. Any loss of input tax credit to UCO Bank for the fault of supplier shall be recovered by UCO Bank by way of adjustment in the consideration payable.
- Supplementary invoices/debit note/credit note for price revisions to enable UCO Bank to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding financial year.

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

**2.Terms of Payment :** Bank will not pay any advance. Final payment will be released against your bill after satisfactory supply of the full ordered quantity, subject to compliance of terms of contract by the contractor and statutory deductions as per Rule.

**3. Taxes and Duties:** The Vendor will be entirely responsible to pay all taxes whatsoever in connection with delivery of the MICR security paper.

Wherever the laws and regulations require deduction of such taxes at the source of payment, Bank shall effect such deductions from the payment due to the vendor. The remittance of amount so deducted and issue of certificate for such deductions shall be made by Bank as per the laws and regulations in force.

Nothing in the contract shall relieve the vendor from his responsibility to pay any tax that may be levied in India/abroad on income and profits made by the vendor in respect of this contract.

**4. INSURANCE:** Successful bidder will ensure the work with third party liability, at their own cost in joint name of the Bank with 1<sup>st</sup> name being of 'UCO Bank', within ..... days and keep the same valid until the same is delivered to the UCO Bank. All risk insurance policy must be for full value of the contract. The insurance policy is to be submitted to us in original.

**5. INTEGRITY:** Successful bidder has to execute Integrity Pact as per Bank's format as per **Annexure-II** on Non-Judicial Stamp Paper of appropriate value.

**6. LIQUIDATED DAMAGE:** Liquidated damages for fail to supply wholly or partly, as per term of our order, non performance, non supply in time or supplying the materials which do not confirm the specification/quality prescribed or which is found defective will entail @ 1% (One percent) of the order value per week will be charged for every week's delay from 5<sup>th</sup> week in commissioning to a maximum of 10% of the order value.

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

(e) Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics

(f) Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos

(g) Terrorist attack, public unrest in work area

(h) Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The bidder or UCO BANK shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding the above, provisions relating to indemnity, confidentiality, survive termination of the contract shall remain same.

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

#### **Change in law clause**

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

**9. CANCELLATION/TERMINATION:** (A) 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: -

The vendor commits a breach of any of the terms and conditions of the contract.

- I. The vendor violates any Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- II. The Vendor goes into liquidation, voluntarily or otherwise.
- III. An attachment is levied or continues to be levied for a period of seven days upon effects of the contract.
- IV. 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.
- V. If deductions of account of liquidated damages exceeds more than 10% of the total contract price.
- VI. In case the vendor fails to install lift within the lift within stipulated time limit mentioned in this agreement.
- VII. 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 .....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.



(B) 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 ..... days to the vendor without assigning any reason and without cost or compensation there for.

**11. 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.

**13. Time of Completion : 4 (Four Weeks)** from the date of placing the order.

**14.INDEMNITY BOND:** Successful bidder has to submit Indemnity Bond as per Bank's format as per Annexure

#### **16.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.

#### **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 Bank and agent.

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

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

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

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

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

**F.** All other Terms & Conditions will remain same as stipulated in our R.F.P and subsequent Corrigendum dated ..... Please note that work order no.....dated..... along with your offer, the minutes of pre-bid meeting

held on .....the article of agreement etc would form part of the contract document.

**G.** Non-Dis closure : The Vendor must undertake that they shall hold in trust any information received bt them, under the Contract/Agreement, and the stickiest of confidence shall be maintained in respect of such information.

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

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

Signed on behalf of the UCO Bank

Signature on behalf  
of the vendor  
in presence of:

By its duly authorized Officer  
In presence of:

1) Signature..... 1)Signature.....

Name with address: Name with address:  
2) Signature..... 2) Signature.....

Name with address Name with address:

## ANNEXURE-II

### FORMAT OF INTEGRITY

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

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

And

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

#### Preamble

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

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

#### Section 1 – Commitments of the Bank.

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

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

b. The Bank will during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidders (s) the same information and will not provide to any Bidders (s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c. The Bank will exclude from the process all known prejudiced persons.

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

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

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

a. The Bidder(s) contractor(s) will not directly or through any other persons of firm, offer promise or give to any of the Bank's employees involved in the tender process of the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage or during the execution of the contract.

b. The Bidder(s) /Contractor(s) will not enter with other Bidders into any undisclosed agreement of understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

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

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

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

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

#### Section 4 : Compensation for Damages

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

#### Section 5 : Previous Transgression

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

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

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

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

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

## Section 8 : Independent External Monitor/Monitors

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

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

4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act, in a specific manner refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman & Managing Director, UCO Bank within 8 to 10 weeks from the date of reference or intimation to him by the Bank and should be occasion arise, submit proposals for correction of problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the UCO Bank.



8. If the Monitor has reported to the Chairman & Managing Director, UCO Bank a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, UCO Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word "Monitor" would include both singular and plural.

#### Section 9 – Pact Duration.

This pact begins when both parties have legally signed it, it expires for the contractor 10 months after the last payment under the contract, and for all other Bidders & Months ---- the contract has been awarded.

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

#### Section 10 – Other provisions

- This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Bank i.e. ....
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the Contractor is partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Bank)

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness : (Name & Address)

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness : (Name & Address)

## DRAFT

## Letter of Undertaking &amp; Indemnity

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

To

UCO Bank

General Administration Department

Head Office

In consideration of UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700 001 (hereinafter Referred to as "the Bank" which expression shall include its successors and assigns) at our request and on the strength of our statements and representation contained letter dated ..... agreeing to appoint us as vendor/ Contractor for installation of Lift (6 Passenger Elevator ) at 2 India Ex-change Place Building, at Kolkata, we, ....., a Company incorporated under the Companies Act, 1956 having its registered office at - ..... (full address) do hereby irrevocably and unconditionally agree and undertake that:

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

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

- 4) In case we fail to pay the losses, damages and expenses as claimed and demanded by the Bank, Bank shall be entitled to recover the amount by invoking Performance Bank Guarantee furnished by us for Replacement of existing "OTIS" make 6 passenger Elevator Installed at UCO Bank Building at 2 India Ex- Place Building, Kolkata – 700001 under buyback arrangement without any prior notice to us.
- 5) This Letter of Undertaking & Indemnity shall survive the Agreement entered into between the Bank and us.

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

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