

यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honours your trust

RFP No.HO/GAD/ 76 /2022-23

Date: 08.04.2022



UCO BANK

Head Office, General Administration Department  
2<sup>nd</sup> Floor, 10 B T M Sarani, Kolkata – 700 001  
Email: [hogad.calcutta@ucobank.co.in](mailto:hogad.calcutta@ucobank.co.in)  
Phone: 033-44558406; Fax 033-22266459  
Website <http://www.ucobank.com>

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.

This document is prepared by UCO Bank for Engagement of Agencies for cleaning & housekeeping works at Head Office-I and Head Office-II at Kolkata. It should not be reused or copied or used either partially or fully in any form.

यूको बैंक सामान्य प्रशासन विभाग, प्रधान कार्यालय, दूसरा तल, 10 बी टी एम सराणी, कोलकाता 700 001  
UCO Bank, General Administration Department, Head Office, 2<sup>nd</sup> Floor, 10 B T M Sarani, Kolkata – 700 001

Phone: 033 44558406, E-mail: [hogad.calcutta@ucobank.co.in](mailto:hogad.calcutta@ucobank.co.in)

राजभाषा में काम – राष्ट्र का सम्मान



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**PART-I (Technical Bid)**

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

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## 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 selected Bidder.

## NOTICE INVITING TENDERS

1) UCO Bank invites sealed two part tender offers (technical and commercial offer) from reputed and interested Contractors.

### 2) B) Salient Feature

Tender Reference	HO/GAD/76/2022-23 dated 08.04.2022
Name of the work	Engagement of Agencies for cleaning & housekeeping works at Head Office-I and Head Office-II, Kolkata
Estimated Cost	Rs.69.60 Lakh(yearly) Excluding GST
Cost of Tender Documents	Rs. 2800.00 (Rupees Two Thousand Eight Hundred only) (Non refundable). <b>Not Applicable for MSE (Document related MSE to be furnished Under Part-I).</b> The tender document to be downloaded from Bank's website <a href="http://www.ucobank.com">www.ucobank.com</a> . Cost of Tender Document is to be submitted with Technical Bid (Part-I of tender documents) in the form of Pay Order/Demand Draft in favour of UCO Bank, payable at Kolkata.
EMD	<b>EMD: a)</b> Rs. 70,000/- (Rupees Seventy Thousand only) must be submitted with Technical Bid (Part-I)





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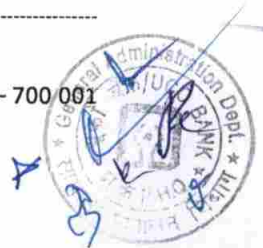


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	<p>in the form of pay order /demand draft in favour of UCO Bank, payable at Kolkata . <b>Not Applicable for MSE(Document related MSE to be furnished Under Part-I).</b></p> <p><b>b)</b> EMD of unsuccessful bidders will be released (without any interest) against their request letter after acceptance of L.O.I by the identified bidders .</p> <p><b>c)</b> EMD of L-1 bidders will be released (without any interest) after submission of Performance Bank Guarantee.</p> <p><b>d)</b> However, if Successful tenderer withdraws their acceptance of our L.O.I before submission of Performance Bank Guarantee, UCO Bank will have the right to forfeit the Earnest Money Deposit without making reference .</p>
Advertisement in News Papers and Bank's website on	08.04.2022
Pre Bid Meeting	Pre Bid Meeting will be held on 18.04.2022 at 15.00 hours in UCO Bank, GAD, Head Office at 2 <sup>nd</sup> Floor,10 BTM Sarani, Kolkata-700001 where issues relating to the tender will be discussed and clarifications, if any, will be furnished. Bidders are requested to attend the pre-bid meeting at their cost.The decision taken on Pre Bid meeting will be uploaded in Bank's website in form of corrigendum which will be the part of tender document.
Last Date & Time for Submission of Tender	<p>Bids can be submitted online before 29.04.2022 upto 14.30 pm at e-Tender website <a href="http://www.tenderwizard.in/UCOBANK">www.tenderwizard.in/UCOBANK</a>.</p> <p>Off line original hard copy of Part-I of tender document to be submitted 29.04.2022 upto 4:00 PM at UCO Bank, GAD, Head Office at 2<sup>nd</sup> Floor,10 BTM sarani, Kolkata-700001</p>





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<b>Date and Time of Opening Technical Bid i.e Part-I</b>	30.04.2022 at 15:30 PM at UCO Bank, GAD, Head Office at 2 <sup>nd</sup> Floor, 10 BTM sarani, Kolkata-700001
<b>Date of Opening of Financial Bid</b>	Financial Bid(Part-II of tender) of those vendors who will be qualified against Part-I of Tender, will be opened <b>(through e-tender mode only)</b> at a later date and the same will be communicated to all eligible vendors .
<b>Address of Communication</b>	UCO Bank, Head Office Head Office General Administration Department 2 <sup>nd</sup> Floor, 10 B.T.M. Sarani Kolkata-700 001
<b>Email address</b>	hogad.calcutta@ucobank.co.in
<b>Contact Telephone/Fax Numbers</b>	Tel :033-4455-8099/7383
<b>Bids to be submitted</b>	Tender box placed at above address
<b>Bids to be submitted</b>	e-bidding on <a href="http://www.tenderwizard.in/UCOBANK">www.tenderwizard.in/UCOBANK</a>
<b>Process to be followed</b>	This Tender will follow e-Tendering process [e-bids] as under which will be conducted by Bank's authorized e- Tendering Service Provider M/s Antares Systems Ltd through the website <a href="http://www.tenderwizard.in/UCOBANK">www.tenderwizard.in/UCOBANK</a> Following activities will be conducted online through above website: Submission of Technical Bid & Price Bid by the Vendor a) Opening of Technical Bid & Price Bid



	<p>by the Bank</p> <p>b) Clarification, if any, sought by the c) Bank. d) On-line evaluation by the Bank.</p> <p>Representatives of Vendors will be given training for e- Tendering by the Service Provider namely M/s Antares Systems Ltd.</p> <p>Bidders who wish to participate in online tenders will have to register with the website</p> <p>(<a href="https://www.tenderwizard.com/UCOBANK">https://www.tenderwizard.com/UCOBANK</a> through the "Register" link provided on the home page.</p> <p>Bidder will create login id &amp; password on their own in registration process.</p> <p>Following facilities shall be provided to the bidders / vendors by service provider M/s Antares Systems Ltd:</p> <p>a) Support to the Bidders for participating in the bids through e-tendering Website. b) Call center support/ email/ phone/mobile etc. in all possible medium. c) Registration with the e-tendering website. User Manual / Training Kit to the Bidder. d) Any no. of users of Vendor/ Bidder organization can take support on the e-tendering system. e) Bidder who wish to participate in this tender need to procure Digital Signature Certificate (for Signing and Encryption) as per Information Technology Act-2000 and CVC guidelines using that they can digitally sign their electronic bids.</p>
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Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact with M/s Antares Systems Ltd. at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Signature Certificate need not to procure the same.

In case bidders need any clarification regarding online participation, they can contact

Antares Systems Ltd.

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

Ph: - 080-49352000 / 40482000

Fax: - 080-49352034

**Help Desk: 9073677150/ 151 / 152 / 9674758506 / 9674758723 / 26**

Contact Person: Mr. Kushal Bose/ Mr. Siddhartha Sundar Mondal - Mobile no. 07686913157 / 09674758723

(On working days-0900 hours-1800 hours) e-mail: [kushal.b@antaressystems.com](mailto:kushal.b@antaressystems.com)

: [siddharthasundar.m@antaressystems.com](mailto:siddharthasundar.m@antaressystems.com)

Bidders who wish to participate in e-Tender need to fill data in predefined forms of RFP, Technical, Financial Bid available in respective tender only.

Bidder should upload scanned copies of reference documents in support of their eligibility of the bid and as per the instructions given in tender documents





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	After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.
<b>Submission of Bids</b>	Bid must be submitted in <u>Two Bid System</u>
<b>Contents of the Technical Bid(Part-I):</b>	<b>a.</b> Cost of Tender &EMD <b>b.</b> Bidder's Covering letter <b>c.</b> Application Format as stipulated in RFP,(Annexure-III) <b>d.</b> Documents in support of all eligibility criteria <b>e.</b> All pages of this RFP as downloaded from the website duly signed by the authorized representative of the company on all pages including all Annexures. <b>f.</b> Duly filled up integrity Pact as per Bank's format
<b>Validity of Tenders</b>	90 (Ninety) days from the date of opening.

## C) Documents required with the prescribed form:

### (a)Online submission-(To be scanned and uploaded in our e-tender website.):

- (i) True/Certified copy of PAN card, GST Regn. Certificate, Trade License.
- (ii) True/Certified Copies of audited balance sheet & Profit and Loss a/c for the last three financial years i.e for 2018-19 , 2019-20 and 2020-21
- (iii) True/Certified copy of Experience Certificate/work order
- (iv) Documentary evidence related to register office at Kolkata
- (v) Demand Draft of Tender cost and EMD/Document related MSME to be furnished Under Part-I(if case non submission of EMD



&Tender Cost), Pre Contract Integrity Pact, are to be also uploaded.

- (vi) Bidder should also submit Price bid the RFP document. Price bid should comprise of duly signed to be uploaded in e-tender website.

**(b) Off line-Hard Copy Submission**

- (i) Original Demand Draft of Tender Cost and EMD/Pre Contract Integrity Pact and all documents related to Contents of the Technical Bid(Part-I) and other relevant/required documents as demanded by the Bank to be also submitted in hard copy at UCO Bank, General Administration Deptt.,Head Office, 2<sup>nd</sup> Floor, 10 B.T.M. Sarani on or before dd.mm.2021 at 04:00pm.

*Note - Price bid not to be submitted in Hard Copy, should be uploaded in E-tender only.*

- (ii) The RFP bids should be submitted in one big non window-envelope containing Technical Bid. The sealed envelope should be super-scribed as "RFP Bid For Engagement of Agencies for cleaning & housekeeping works at Head Office-I and Head Office-II, Kolkata"

**D) Miscellaneous Items:**

- 1) All the information relating to corrigendum if any, result of pre-bid meeting , 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.
- 2) Vendor's representatives will be allowed to be present during opening of bids at their cost.
- 3) In case date of pre-bid meeting, last date of receipt or opening of tender are declared as holiday, the respective date shall be treated as deferred and will be re-scheduled to next working day correspondingly.
- 4) It may be noted that the requirement given in this RFP is indicative only .
- 5) Tenders/offers through email will not be accepted.



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- 5) Bank reserve the authority to accept or cancel any or all tenders without assigning any reason.
- 6) All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or there is any correction in Price Bid is not duly signed and dated by the bidder are liable to be rejected.

Dy. General Manager,  
Head Office -GAD  
UCO Bank, Kolkata





**Eligibility conditions:**

- i) The bidder should be a Firm/Company/Govt Deptt having valid license issued by the Local Body, authorized to issue such certificate.
- ii) The bidder should have a minimum Annual turnover of twice of estimated yearly expenditure (given in page-3) for the last three financial years ending 31.03.2021 .Certificate of audited balance sheet for last three years must be enclosed. **Vendor should be a profitable organization.**
- iii) Bidder should have (a) Professional Tax registration certificate (Employer & Employee), (b) PF registration certificate and (c) ESI registration certificate .
- iv) The bidder must be registered under GST .
- v) The bidder must have PAN.
- vi) The bidder must have experience in executing the similar work as under at Public Sector Banks/RBI/Govt Organisations/PSU:
- a. Three similar completed works costing not less than the amount equal to 40% of the estimated yearly expenditure (given in page-3) 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 yearly expenditure (given in page-3) 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 yearly expenditure (given in page-3) within seven years ending last day of the month previous to the one in which applications are invited in execution of similar works .
- vii) The bidder must have registered **and well equipped** office at Kolkata **at least for last five years.**



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**APPLICATION FORMAT**

1. Name of Applicant :

Registered Address of the Applicant

with Telephone No., FAX & E-mail ID:

2. Address and contact details of Kolkata Office:

3. Status of the Applicant (whether  
Proprietary/Private Ltd./Public Limited/

Co-operative Society/Public sector/

Autonomous body/Govt. Department):

(Enclose copies of relevant documents)

5. Whether the applicant have necessary license(s)

/ permit / sanction from the respective

authority (ies) in respect of electrical work

in Kolkata/W.B.

(Enclose copies of relevant documents)

6. Whether registered for ESI.

If so, please mention the ESI

registration number and furnish a copy

of such registration certificate:

7. Whether registered for Professional Tax.

If so, please mention the P.Tax

registration number and furnish a copy



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of such registration certificate/challan:

8. Whether registered for PF.

If so, please mention the PF

registration number and furnish a copy

of such registration certificate:

9. Whether registered for GST.

If so, please mention the GST

registration number and furnish a copy

of such registration certificate:

10. Details of Permanent Account Number:

(Enclose photocopy of PAN Card)

11. Detailed Particulars of the work done :

Name of organization	Value of work

\_(Enclose copies of relevant work orders )

12. Detailed Particulars for having a minimum annual turnover and audited balance sheet for the last three financial years ending 31.03.2021. Yes/No

(Enclose copies of Audited Profit & Loss A/c and Balance Sheet for 31.03.2019, 31.03.2020 and 31.03.2021.)

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





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Date:  
Applicant

Signature of

### FORM OF TENDER

To  
The Asstt.General Manager(H.O-GAD)  
UCO Bank Head Office, General Administration Department  
2<sup>nd</sup> Floor, 10 B T M Sarani  
Kolkata – 700001

Sir,

1. We have carefully examined all the contents incorporated in the various parts of this Tender Document no ..... dated ..... and taken note of all the terms & conditions stated in the Tender Document in its various parts.

2. We hereby agree to abide by and fulfil all other Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or Authorised Nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the purchase worder..

3. We also agree to keep the Performance Bank Gaurantee as per terms of the tender. However, as per terms & conditions of tender document you shall have the right to forfeit the Performance Bank Gaurantee without reference to us.

For and on behalf of

(With seal)

Signature \_\_\_\_\_

Name \_\_\_\_\_



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Designation \_\_\_\_\_  
DULY AUTHORIZED SIGNATORY  
20

\_\_\_\_\_ day of \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS OF CONTRACT

### 1. Evaluation of L1 Bidder: On the basis of e-price bid only

Price Bid shall contain only the Price of the work as per the bills of quantities along with duly signed Scope of work and Deployment of Manpower of the tender (Annexure-A & Annexure-B) and documents in support of minimum wages, proportion of PF, ESI as per Central Govt. notification as on 31.03.2022. Price bid will contain two parts:- (A) Wages Overhead (B) Contactor Overhead. L-1 will be evaluated on lowest price offered by the bidder **(on the basis of Sum of [(A)+(B)]** as per Price Bid.

### 2 REJECTION OF BID:

The bid is liable to be rejected if:

- Tenders not received in two parts in separate envelopes.
- It is not in conformity with the instruction mentioned in this tender document.
- If it is not accompanied by requisite tender cost and EMD as stated above.
- It is received after expiry of the due date and /or time.
- It is evasive and contains incorrect information.
- If there is canvassing of any kind.
- It is submitted anywhere other than the tender box or to the addressee.



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• If any indication of price/rate/charges is being found in Part-I of the tender.

• If the tender/R.F.P is conditional and Price bid not duly filled up .

### 3 Irrevocable Performance Cum Security Bank Guarantee:

Successful Bidder will have to submit an **Irrevocable Performance Cum Security** Deposit by way of **Bank Guarantee @ 3%** of the total initial **year contract value** on the basis of Minimum Wages as on date of LOI (Letter of Intent )**prior to or at the time of execution of the Agreement** which will be valid for three years with a claim period of further three months . The Bank Guarantee to be issued by any Nationalized Bank or any scheduled commercial Bank in India other than UCO Bank or its subsidiary, as enclosed format in Annexure-C

In case of default on the part of contractor to perform and observe any covenant, conditions and provisions herein contained, it shall be lawful for UCO Bank in its absolute discretion to forfeit the whole of the security deposit or a part thereof without prejudice to any other rights or remedies that may be available to it against the Contractor under the agreement, for such breach of contract. The Bank Guarantee will be returned only after satisfactory fulfillment of the contract by the contractor. In case the contractor abandons the contract or leaves the contract unperformed, the Bank Guarantee will be liable to be invoked and forfeited.

All compensation or other sums of money payable by the contractor to the UCO Bank under the terms of the contract will be realized from the proceeds of invoked Bank Guarantee and the amount of pending bills if any and if there is any short fall found, in such case, the contractor shall make good of the said short fall amount in cash within 15 (fifteen) days from the date of demand by the UCO Bank.

**4 Contract Period:** Contract shall be valid for a period of 3 (three) years from the date of execution of Agreement or Work Order (whichever is earlier)





subject to annual renew of the contract on the basis of review of performance . The Contract can be renewed for further period one year (only for once) after completion of three years at same terms & condition on mutually understanding between Contractor & Bank and on finding satisfactory service rendered by the contractor during the contract period. The contract can however, be terminated by UCO Bank by giving a notice of 30 (thirty) days without assigning any reason whatsoever, thereof without any cost or compensation.

5 The contractor must not assign and/or transfer the contract. He/She/they must not sub-let any portion of the contract except with the written consent of the UCO Bank failing which the UCO Bank may rescind the contract and the performance security by way of Irrevocable Bank Guarantee shall be invoked and forfeited at the absolute discretion of UCO Bank .

6 The successful bidder must co-operate with other contractors engaged by the UCO Bank and the work shall proceed smoothly with least possible delay and to the satisfaction of the authorized officer of the UCO Bank.

7 On award of work, the contractor will furnish to UCO Bank full particulars of the staff to be deployed on the work and issue / obtain identity cards, which shall be carried by them throughout the time of their duty. The security staff of UCO Bank shall have right to check or interrogate to any of the contractor's staff while entering / leaving the premises.

8 The staff provided by the contractor shall be disciplined, polite and courteous. They shall not misbehave with any UCO Bank staff and officer and shall not engage themselves in any unlawful activities in the premises. The contractor shall be fully responsible for any theft, burglary, fire or any other mischievous deeds of his/her/their staff and compensate UCO Bank accordingly and shall replace any staff if asked for by UCO Bank.

**9 Scope of work:** Scope of work will be governed by stipulated scope of work at **Annexure –B**

**10 Deployment of labour against each location:** Deployment of labour will be



governed by stipulated scope of work at Annexure –A

### 11. Independent Service Provider

a. Employees, agents and representatives of Service Provider shall perform all services hereunder as an Independent Service Provider on a non- exclusive basis and nothing contained herein shall be deemed to create any association , partnership , joint venture or relationship of principal and agent or , master and servant or , employer and employee between the parties hereto or any affiliates or subsidiaries thereof or , to provide either party with the right , power or authority , whether expressed or implied to create any such duty or obligation on behalf of the other party. The Service Provider shall acknowledge that its rendering of services is solely within its own control subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee , agent or servant of the UCO Bank or any subsidiary or affiliate thereof.

b. The Service Provider's personnel , employee etc have to authority / right to bind the customer in any manner. It is also clarified that the personnel or employees being provided by the service provider shall be employed solely by them and governed by terms of the service providers employment and that he will be solely responsible and liable in the event of any adverse claim of whatsoever nature made on the UCO Bank by the employees of the Service Provider.

c. No right of any employment shall accrue or arise, by virtue of engagement of employees , agents , contractors , subcontractors etc . of the vendors , for any assignment under this Agreement/ contract . The Service Provider shall be responsible for payments of all statutory dues with respect to each of its personnel /employees / Contractors / Sub- contractor engaged by it to render service under this Agreement / contract with respect to each applicable Labour law , including , the Minimum wages Act , 1948 , the payment of Wages Act , 1936 , the payment of Bonus Act, 1965, the Employees' state Insurance Act 1948 , the payment of Gratuity Act , 1972 , the Maternity Benefit Act, 1961 , the Employees' provident Funds and Miscellaneous Provision Act, 1952 , Contract Labour Law etc. No dues /contributions under any future law, labour legislations, as applicable, are payable by the bank with respect to the Vendor personnel / employees /





Contractors / Sub – contractor. The Service Provider will have no claims whatsoever against the Bank with respect to payment of statutory dues / contributions to personnel / employees / Contractors / Sub contractor of under applicable labour legislations . The Service Provider 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 your employees , agents , etc. However, the Service provider would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

12. The contractor should refrain from Corrupt or Fraudulent Practices. The UCO Bank requires that Tenderers/ Contractors under this contract observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the UCO Bank:

- a) Defines, for the purpose of these provisions, the terms set forth below as follows:
  - i. "corrupt practice" means offering, giving, receiving or soliciting of anything of value to influence the action of a bank official in the procurement process or in contract execution; and
  - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the UCO Bank, and includes collusive practice among Tenderers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the UCO Bank of the benefits of free and open competition.
- b) Will reject a proposal for award of work if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- c) Will declare a Tenderer/bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if it at



any time determines that the Tenderer has engaged incorrupt or fraudulent practices in competing for, or in executing, the contract.

### 13. Termination of Contract:

13.1 The UCO Bank may terminate the Contract, if the other party causes a fundamental breach of the Contract.

13.2. Fundamental breaches of Contract include, but shall not be limited to, the following:

- (i) the tenderer/bidder stops work for three days, when no stoppage of services is instructed and the stoppage has not been authorized by the UCO Bank or its nominee.
- (ii) the tenderer/bidder becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
- (iii) if the tenderer/bidder, in the judgment of the UCO Bank, has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the UCO Bank, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the UCO Bank of the benefits of free and open competition."

13.3. When the UCO Bank gives notice of a breach of contract to the Successful Tenderer/Bidder for a cause other than those listed above, the UCO Bank shall decide whether the breach is fundamental or not.

13.4. if the tenderer/bidder or any of its employee is convicted for any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Bank, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Bank at any time may terminate the engagement of the

Successful Tenderer/Bidder immediately and without giving prior written notice to the Successful Tenderer/Bidder.

13.5. In case of non-compliance or breach of any terms of contract or unsatisfactory or inefficient servicing on the part of the Successful Tenderer/Bidder, the UCO Bank will be at liberty to revoke the contract without giving any notice or payment in lieu of notice.

**14. Effect of termination of contract:**

- a) On termination of Agreement, the irrevocable Bank Guarantee as Performance Security will be invoked by the UCO Bank and proceeds thereof to be forfeited and to enforce the bond of indemnity without prejudice to its rights & contentions available under the law for the time being in force ;
- b) If the Contract is terminated, the Successful Tenderer/Bidder shall stop service immediately, make the Site safe and secure and leave the Site after ensuring proper handing over the charge, as soon as reasonably possible.

14.1. **Termination for Default.** The UCO Bank may, without prejudice, to any other remedy for breach of contract, by giving 30 (thirty) days written notice of default to the Successful Tenderer/Bidder, terminate the contract in whole or in part if:

- a) The qualified Successful Tenderer/Bidder fails to deliver any or all of the obligations within the time period(s) specified in the contract, or any extension thereof granted by the UCO Bank.
- b) The qualified Successful Tenderer/Bidder fails to perform any other obligation(s) under the contract.

14.2. **Termination for Insolvency, Dissolution etc.** The UCO Bank may at any time terminate the contract by giving written notice to the Successful Tenderer/Bidder without any cost or compensation therefor, if the Successful Tenderer/Bidder becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to the UCO Bank.

14.3. **Termination for Convenience:** The UCO Bank reserves the right to terminate by giving 30 (Thirty) days written notice, the whole or part of



the contract without any cost or compensation therefor. The notice of termination shall specify that termination be for the UCO Bank's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.

14.4. **No Claim Certificate:** The qualified Successful Tenderer/Bidder shall not, be entitled to make any claim, whatsoever, against the UCO Bank under or by virtue of or arising out of this contract nor shall the UCO Bank entertain or consider any such claim after Successful Tenderer/Bidder shall have signed a "no claim" certificate in favour of the UCO Bank in such forms as shall be required by the UCO Bank after the works are finally accepted.

14.5. **Suspension :** The UCO Bank may, by a written notice of suspension, suspend all payments to the Successful Tenderer/Bidder under the contract, if the Successful Tenderer/Bidder fails to perform any of its obligations under this contract, (including the carrying out of the services) provided that such notice of suspension:

- a) Shall specify the nature of the failure and
- b) Shall request the Successful Tenderer/Bidder to remedy such failure within a specified period from the date of issue of such notice of suspension.

14.6. **Protection & Limitations:**

- i) Successful Tenderer/Bidder (the "Indemnifying Party") undertakes to indemnify the UCO Bank (the "Indemnified Party") from and against all losses, claims or damages including losses, claims or damages on account of bodily injury, death or damage to any tangible assets.
- ii) There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property as also intangible personal property and intellectual property rights. Personnel assigned by Successful Tenderer/Bidder to perform the Services shall be employees of Successful Tenderer/Bidder, and under no circumstances will such personnel be considered employees of client. Successful Tenderer/Bidder shall have the sole responsibility for supervision and control of its personnel and for





payment of such personnel's entire compensation, including salary, worker's compensation, employee and disability benefits and shall be responsible for all employer obligations under all applicable laws.

- iii) The Successful Tenderer/Bidder shall provide indemnity towards any damage, misdemeanor of the Successful Tenderer/Bidder employees or authorized personnel to the UCO Bank. Further the UCO Bank shall not be responsible for any payments, statutory obligations like insurance cover, PF, etc., for accident, mishap, handicap and/or death

**14.7. Payment upon Termination:** If the Contract is terminated because of a fundamental breach of Contract by the Successful Tenderer/Bidder, the UCO Bank shall issue a certificate for the value of the services done, less Liquidated damages / penalty up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable laws and less the percentage to apply to the services not completed as indicated in the Contract Document. If the total amount due to the UCO Bank exceeds any payment due to the Successful Tenderer/Bidder, the difference shall be a debt payable to the UCO Bank by the Successful Tenderer/Bidder which will be paid by the Successful Tenderer/Bidder within thirty days from the date of demand otherwise the Bank Guarantee will be invoked and the proceeds will be appropriated and forfeited.

**15. Indemnity:** The successful tenderer who has been awarded work, shall furnish Bond of Indemnity in favour of UCO Bank, as per Bank's enclosed Format in **Annexure-H**, on or before date of execution of Agreement.

**16. INTEGRITY :** Successful Tenderer/Bidder has to submit Integrity Pact as per Bank's format as per **Annexure-E** on Non-judicial Stamp Paper of appropriate value along with Part-I .

**17. Resolution of Disputes:** The parties shall use their best efforts to amicably settle all dispute(s) / difference(s) arising out of or in connection with the contract in the following manner:-



- a. The party raising the dispute(s)/ difference(s) shall address to the other party a notice requesting an amicable settlement of the dispute(s)/difference(s) within seven (7) days of receipt of the notice.
- b. In case the dispute(s)/difference(s) is not resolved by amicable settlement, the matter will be referred for informal negotiation between Bank and the Vendor. The matter shall then be resolved by them and the agreed course of action shall be documented within a further period of 30 days.
- c. The parties agree that if the dispute (s)/ difference (s) between the parties is not settled by negotiation in the manner described hereinabove, the same shall be resolved through sole arbitrator appointed by the bank. The place of arbitration shall be at Kolkata. Both the Party will bear cost of arbitration equally.

Notwithstanding the existence of any dispute (s)/difference(s) between the parties or the subsistence of any arbitration or other proceedings, the Vendor shall not be entitled to suspend the service (s) or withhold the job and shall continue to render service(s) or take all necessary steps to complete the job in accordance with the tender & Agreement.

**18. Governing Laws & regulation:** All legal proceedings shall be under the jurisdiction of courts situated in Kolkata, West Bengal and according to the Law of the country i.e. India.

**19.** Successful Tenderer/Bidder/s has/have to submit valid license of worker/s issued by Appropriate Authority within 15 days from the date of acceptance of work Award.

**20.** It is mandatory to pay P.F, ESIC, Bonus by the Successful Tenderer/Bidder to his employees as per rule/ Laws. In this regard , the confirmation certificate for compliance of applicable Laws/ Rules to be submitted on quarterly basis to the Bank by the contractors without fail.

**21.** Successful Tenderer/Bidder/s has/have to submit documents related to P.F, ESIC etc. of his/her/its/their employees to the Bank within one month from the date of acceptance of work Award.





22. The deployment of operating/maintenance personnel should comply with the prevailing rates prescribed by the Central Government notification for minimum wages . **However, difference of amount of minimum wages if any** (including proportion of PF ESIC as at par rule), **due to revision will be reimbursed by the Bank upon production of documentary evidence against your quotation in Sl.No. A of BOQ. Contractors Over Head** will be % on total monthly labour wages **in Sl.No. B of BOQ. Rate of % will be fixed for entire contract period.** Bonus (if applicable) to be borne by the contractor from the **Contractors Over Head.**

23. Successful Tenderer/Bidder/s has/have to maintain a logbook/ service card/Attendance Register for keeping record of presence of worker/s at site and must be authenticated by Bank's official.

24. Successful Tenderer/Bidder/s has/have to provide photo- identity card to his/her/its/their employees at his/her/its/their own costs. Worker/s engaged at site for providing service must be with identity card

25. Successful Tenderer/Bidder/s has/have to pay monthly wages of his/her/its/their worker/s as per Form XVII [Format Given in Annexure-G](See rule 78(2)(a) Register of wages) in presence of Bank's Official and the wages voucher must be authenticated by Bank's official **or** monthly wages may directly credited to worker's Bank's account .

26. **Acceptance Letter/Letter of Intent :** Bank has the right to cancel the Award of Contract, if the same is not accepted by the Contractor within a period of 15 days from the date of issue of the Acceptance Letter/Letter of Indent.

27. **Execution of Agreement:** Successful Tenderer/Bidder shall have to execute an Agreement with the Bank in non-judicial stamp paper of requisite value as per Bank's enclosed Format in **Annexure-D.**

28. **Terms of Payment:** Payment of GST will be made by General Administration Deptt, UCO Bank, Head Office against monthly bill to be raised by the Successful Tenderer/Bidder after satisfactory completion of





service in each month. For non-attendance of operating/maintenance personnel on any day, penalty at the rate of double the pro-data rate will be deducted from monthly bill of the Successful Tenderer/Bidder. Successful Tenderer/Bidder has to submit the following documents with monthly bill for making payment in each month. Other statutory deductions like income tax etc will be deducted from your monthly bill as per rule.

- a) Copy of Service card/attendance sheet duly signed by Bank official .
- b) Copy of wages voucher duly signed by the worker along with copy of Bank's account statement/details of the worker showing payment to workers of the Successful Tenderer/Bidder/s engaged for rendering service .
- c) Doccumetary evidence of P.F & ESIC Statement.

**29.Taxes:** GST on service contract charges will be paid extra against monthly bill at the rate prevailing at the time of payment of the bill.

**Additional Terms & Condition on Taxes is are as follows:**

- Supplier/service provider has to submit certificate related to statutory on quarterly basis.
- 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



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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 to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

30. Successful Tenderer/Bidder/s has/have to furnish an Undertaking for compliance of the Provisions of the Contract Labour (Regulation & Abolition) Act, 1970, Rules and other laws as applicable as per Bank's format as per Annexure-F.

Dy.General Manager(GA)



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## ANNEXURE-A

### DEPLOYMENT OF WORKER/LABOUR

SL NO.	BUILDING	NO. OF FLOORS IN THE BUILDING	TOTAL MINIMUM MANPOWER REQUIREMENT
1	HO-I	G + 9	19 (NINETEEN)- UNSKILLED OUT OF THESE 19, 14 PERSONS WILL WORK FOR HALF DAY IN THE MORNING & 5 PERSONS WILL WORK FULL DAY
2	HO-II	G + 7	16 (SIXTEEN)- UNSKILLED OUT OF THESE 16, 12 PERSONS WILL WORK FOR HALF DAY IN THE MORNING & 4 PERSONS WILL WORK FULL DAY

IN ADDITION TO ABOVE UNSKILLED MANPOWER REQUIREMENT, ONE SUPERVISOR (SEMI SKILLED) WILL BE REQUIRED FOR EACH BUILDING TO SUPERVISE THE WORK.

## ANNEXURE-B

### DETAIL SCOPE OF WORK





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1. DAY TO DAY CLEANING, SWEEPING & DUSTING OF ALL THE FLOORS INCLUDING COMMON AREAS LIKE STAIRCASE, CORRIDORS, ROOFS AND INSIDE OFFICE CHAMBERS AND WORK STATIONS AT ALL FLOORS IN THE MORNING.
2. CLEANING OF TOILET AREAS FOR THREE TIMES A DAY.
3. THE CLEANING MATERIALS (AS PER REQUIREMENT) WILL BE PROVIDED BY THE BANK.
4. DURING THE WORKING HOURS, CLEANING & SWEEPING OF ALL THE FLOORS AS AND WHEN REQUIRED.
5. CLEANING EQUIPMENTS & TOOLS WILL BE ARRANGED BY THE VENDOR.
6. TIMING FOR HALF TIME WORKER WILL BE 7.00 A.M. TO 11.00 A.M. THE CLEANING WORK MUST BE COMPLETED IN MORNING DURING 7.00 A.M. TO 9.00 A.M. TIMING FOR FULL TIME WORKER WILL BE 11.00 A.M. TO 7.00 P.M. THE SUPERVISOR WILL SUPERVISE THE WORK & ENSURE WORK IS EXECUTED AS PER AGGRRMENT & RFP.

### Integrity Pact.

Each and Every bidder has to execute pre contract integrity pact as per Bank's format as per **(Annexure-E)** on non-judicial stamp paper of appropriate value. Scanned copy of pre contract integrity pact must be uploaded in our e-tender website.



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

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

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



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warranty/guarantee. Format of IP is attached as **Annexure-E** for strict compliance.

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

a) Smt. Jaya Das Gupta

Plot-103, Block-B

Lake Town, Kolkata-700089

E-mail: - jayadasgupta58@gmail.com

b) Shri Ranjan S Katoch

A-91, Alkapuri,

Bhopal MP-462022,

E-mail: - rkatoch@nic.in

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





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**ANNEXURE-C**

**FORMAT OF BANK GUARANTEE**

**(To be stamped in accordance with the stamp act)**

To:

The .....  
.....  
.....

**(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 as amendment from time to time having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to engage M/s (Name of the vendor Company) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the vendor company) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no. ....dated..... issued to the Vendor and an Agreement no.....dated..... made between UCO BANK and the Vendor for a period of ..... in pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees..... Only).

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



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

2. We ..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason

of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

4. We, ..... [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged





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this guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before .....(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

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

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

7. We, ..... [indicate the name of Bank ISSUING THE GUARANTEE ] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

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

ii) This Bank Guarantee shall be valid upto ..... and

iii) We are liable to pay the guaranteed amount or any part thereof under



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this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

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

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

Yours' faithfully,

For and on behalf of

\_\_\_\_ Bank Authorised  
Official



**ANNEXURE-D**

**FORMAT OF AGREEMENT**

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यूको बैंक सामान्य प्रशासन विभाग, प्रधान कार्यालय, दूसरा तल, 10 बी टी एम सराणी, कोलकाता 700 001

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

Phone: 033 44558406, Fax: 033 22266459, E-mail: [hogad.calcutta@ucobank.co.in](mailto:hogad.calcutta@ucobank.co.in)

राजभाषा में काम – राष्ट्र का सम्मान





**THIS AGREEMENT** is made on the ..... day of....., **BETWEEN** with UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended as amendment from time to time by The Banking Laws (Amendment) Act, 1985 having its Head Office at No.10 B.T.M 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**.....an individual/ proprietorship/partnership firm/ a Company, having its office/registered office at .....represented by its sole proprietor/partners/Director Sri/ .....son of .....residing at.....in terms of its Board Resolution dt..... (hereinafter referred to as "Vendor / Contractor" which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of its legal representatives, successors, executors, administrators and assigns) on the OTHER PART.

**WHEREAS**, the Bank has agreed for awarding / entrusting the works relating to ..... at ..... on the terms and conditions set forth hereinafter in the Schedule hereto and also in the RFP No- .....dt.....

**AND WHEREAS** In this agreement words and phrases and expressions shall assume the same meaning as are respectively assigned to them in the conditions of Contract and they shall be deemed to form and be read and construed as part of this agreement.

**AND WHEREAS** The following documents also shall be deemed to form and read and construed as part of this Agreement, viz.

- i) Original tender/RFP documents duly signed
- ii) Relevant correspondence – all letters / correspondence forming part of contract, as referred to in acceptance letter



- iii) Acceptance Letter /Letter of Intent
- iv) Price Bid
- v) Irrevocable Bank Guarantee
- vi) Bond of Indemnity

**AND WHEREAS** The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies the latest documents issued by the bank shall prevail over earlier documents.

**AND WHEREAS** in consideration of the payment to be made by the UCO Bank to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the UCO Bank to perform, execute, complete and maintain the .....  
at..... as per all the terms and conditions mentioned in the tender document( Tender Reference No..... dt.....), which is a part of this Agreement and remedy the breaches in conformity in all respect with the provisions of the Contract document.

**AND WHEREAS** The UCO Bank hereby covenants to pay the contractor in consideration of the execution, completion and maintenance of the works and services and in the remedying the breaches wherein the Contract Price or such other sums as may become payable under the provisions of the Contract hereunder at the time(s) and in the manner prescribed by the Contract as well as in the said conditions and price schedule of quantities / bill of quantities prescribed in the contract.

**AND WHEREAS** the tender documents under which this Agreement is signed shall be deemed to form and be read and construed as part of this Agreement.

**AND WHEREAS** this agreement will remain enforceable and valid for three years from the date of its execution i. e. from \_\_\_\_\_ to \_\_\_\_\_ and may be extended for a further period of \_\_\_\_\_ year/s depending upon the





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performance of the Contractor and other relevant factors and if agreeable to both the parties at a monthly contract charges of.....

**NOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as under:**

**1. Consideration and/or Fees:** The charges and/or payment consideration shall be determined in accordance with the terms of the Work Award as more fully and particularly mentioned in the Schedule written herein after. The contract charges will remain unchanged for enter contract period (i.e. 3 years). However, difference of amount of minimum wages if any including proportion of PF ESIC & Bonus as at par rule, due to revision will be reimbursed by the Bank upon production of documentary evidence against your quotation in Sl.No. A of BOQ.

**2. Scope of Works, Duties, Terms and conditions and Compensation:** The Contractor's duties, terms of engagement, compensation and provisions for payment thereof shall be as set forth in the Schedule written hereinafter which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and to be agreed by the Bank which may be amended by Bank in writing from time to time or supplement with subsequent estimates for service to be rendered by the contractor and to be agreed upon by the contractor. Scope of work will be governed as per detailed stipulation in RFP.

**3. Written Reports:** The Contractor shall submit written reports to the Bank on a monthly basis in respect of the individual nature of maintenance work done/performed.

**4. Inventions:** Any and all properties and the materials to be available during this engagement relating to the duties under this Agreement shall be the exclusive property of the Bank and the Contractor hereby assigns all right, title, and interest in the same to the Bank. Any and all Properties and the materials to be received by the Contractor prior to the term of this Agreement and utilized by the Contractor in rendering duties to the Bank are hereby licensed to the Bank for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the



Contractor's prior written approval by the Bank to a wholly-owned subsidiary of the Bank.

**5. Confidentiality:** The Contractor acknowledges that during the engagement, Contractor will have access to and become acquainted with various trade secrets, information, records and specifications owned or licensed by the Bank and/or used by the Bank in connection with the operation of its business including, without limitation, the Bank's business and product processes, methods, customer lists, accounts and procedures, the Contractor agrees that the Contractor will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Bank with prior written permission from the Bank. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, notebooks, and similar items relating to the business of the Bank, whether prepared by the Contractor or otherwise coming into the possession of the Contractor, shall remain the exclusive property of the Bank. The Contractor shall not retain any copies of the foregoing without the Bank's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Bank, the Contractor shall immediately deliver to the Bank all such files, records, documents, specifications, information, and other items in his possession or under the control of the Contractor. The Contractor further agrees that the Contractor will not disclose his retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Bank and shall at all times preserve the confidential nature of his relationship to the Bank and of the services for which he/she,they are engaged.

**6. Conflicts of Interest; Non-hire Provision:** The Contractor represents that the Contractor has entered into this Agreement and/or engagement and agreed to abide by the terms of this agreement between the Contractor and the Bank according to its own desire and wish and volition. Further, the Contractor, in rendering his/her/their duties shall not utilize any trade secret in which the Contractor does not have a proprietary interest. During the



term of this agreement, the Contractor shall devote as much of his productive time, energy and abilities to the performance of his/her/their duties hereunder as is necessary to perform the required duties in a timely and productive manner.

**7.Right to Injunction:** The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Bank under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Bank irreparable loss, injury and damage, the Contractor expressly agrees that the Bank shall be entitled to injunctive and other equitable relief in the event of or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Bank may have for damages or otherwise. The various rights and remedies of the Bank under this Agreement or otherwise shall be construed to be exclusive of any other or of any right or remedy allowed by law.

**8.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-I 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.

**9. Liquidated Damages/Penalty:** In case the vendor fails to provide service as per the contract liquidated damages/penalty @Rs.1000/- per day will be deducted from his monthly bill. This liquidate damage will be recovered without prejudicial to Bank's right to cancel the contract / agreement.

#### **10. Irrevocable Performance Cum Security Bank Guarantee:**

Successful Bidder will have to submit an **Irrevocable Performance Cum Security Deposit** by way of **Bank Guarantee @ 3%** of the total initial year **contract value** on the basis of Minimum Wages as on date of LOI (Letter of Intent )**prior to or at the time of execution of the Agreement** which will be valid for three years with a claim period of further three months . The Bank Guarantee to be issued by any Nationalized Bank or any scheduled commercial Bank in India other than UCO Bank or its subsidiary, as enclosed format in Annexure-C

In case of default on the part of contractor to perform and observe any covenant, conditions and provisions herein contained, it shall be lawful for UCO Bank in its absolute discretion to forfeit the whole of the security deposit or a part thereof without prejudice to any other rights or remedies that may be available to it against the Contractor under the agreement, for such breach of contract. The Bank Guarantee will be returned only after satisfactory fulfillment of the contract by the contractor. In case the contractor abandons the contract or leaves the contract unperformed, the Bank Guarantee will be liable to be invoked and forfeited.

All compensation or other sums of money payable by the contractor to the UCO Bank under the terms of the contract will be realized from the proceeds of invoked Bank Guarantee and the amount of pending bills if any and if there is any short fall found, in such case, the contractor shall make good of the said short fall amount in cash within 15 (fifteen) days from the date of demand by the UCO Bank.



**11. 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.

The successful tenderer who has been awarded work, shall furnish Bond of Indemnity in favour of UCO Bank, as per Bank's enclosed Format in **Annexure-H**, on or before date of execution of Agreement.

**12. Termination of Contract:**

12.1 The UCO Bank may terminate the Contract, if the other party causes a fundamental breach of the Contract.

12.2. Fundamental breaches of Contract include, but shall not be limited to, the following:

- (i) the Contractor stops work for three days, when no stoppage of services is instructed and the stoppage has not been authorized by the UCO Bank or his nominee.
- (ii) the Contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
- (iii) if the Contractor, in the judgment of the UCO Bank, has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence



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

12.3. When the UCO Bank gives notice of a breach of contract to the Contractor for a cause other than those listed above, the UCO Bank shall decide whether the breach is fundamental or not.

12.4. if the Contractor or any of its employee is convicted for any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Bank, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Bank at any time may terminate the engagement of the Contractor immediately and without giving prior written notice to the Contractor..

12.5. In case of non-compliance or breach of any terms of contract or unsatisfactory or inefficient servicing on the part of the Contractor, the UCO Bank will be at liberty to revoke the contract without giving any notice or payment in lieu of notice.

**12.6 Effect of termination of contract:**

- a) On termination of Agreement, the irrevocable Bank Guarantee as Performance Security will be invoked by the UCO Bank and proceeds thereof to be forfeited and to enforce the bond of indemnity without prejudice to its rights & contentions available under the law for the time being in force to the UCO Bank
- b) If the Contract is terminated, the Contractor shall stop service immediately, make the Site safe and secure and leave the Site after ensuring proper handing over the charge, as soon as reasonably possible.

12.7. **Termination for Default.** The UCO Bank may, without prejudice, to any other remedy for breach of contract, by giving 30 (thirty) days written notice of default to the Contractor, terminate the contract in whole or in





part if:

- a) The qualified Contractor fails to deliver any or all of the obligations within the time period(s) specified in the contract, or any extension thereof granted by the UCO Bank.
- b) The qualified Contractor fails to perform any other obligation(s) under the contract.

12.8. **Termination for Insolvency, Dissolution etc.** The UCO Bank may at any time terminate the contract by giving written notice to the Contractor without any cost or compensation therefor, if the Contractor becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to the UCO Bank.

12.9. **Termination for Convenience:** The UCO Bank reserves the right to terminate by giving 30 (Thirty) days written notice, the whole or part of the contract without any cost or compensation therefor. The notice of termination shall specify that termination be for the UCO Bank's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.

12.10. **No Claim Certificate:** The qualified Contractor shall not, be entitled to make any claim, whatsoever, against the UCO Bank under or by virtue of or arising out of this contract nor shall the UCO Bank entertain or consider any such claim after Contractor shall have signed a "no claim" certificate in favour of the UCO Bank in such forms as shall be required by the UCO Bank after the works are finally accepted.

12.11. **Suspension :** The UCO Bank may, by a written notice of suspension, suspend all payments to the Contractor under the contract, if the Contractor fails to perform any of its obligations under this contract, (including the carrying out of the services) provided that such notice of suspension:

- a) Shall specify the nature of the failure and
- b) Shall request the Contractor to remedy such failure within a specified period from the date of issue of such notice of suspension.



**12.12. Protection & Limitations:**

- iv) Contractor (the "Indemnifying Party") undertakes to indemnify the UCO Bank (the "Indemnified Party") from and against all losses, claims or damages including losses, claims or damages on account of bodily injury, death or damage to any tangible assets.
- v) There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property as also intangible personal property and intellectual property rights. Personnel assigned by Contractor to perform the Services shall be employees of Contractor, and under no circumstances will such personnel be considered employees of client. Contractor shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, worker's compensation, employee and disability benefits and shall be responsible for all employer obligations under all applicable laws.
- vi) The Contractor shall provide indemnity towards any damage, misdemeanor of the Contractor employees or authorized personnel to the UCO Bank. Further the UCO Bank shall not be responsible for any payments, statutory obligations like insurance cover, PF, etc., for accident, mishap, handicap and/or death

**12.13. Payment upon Termination:** If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the UCO Bank shall issue a certificate for the value of the services done, less Liquidated damages / penalty up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable laws and less the percentage to apply to the services not completed as indicated in the Contract Document. If the total amount due to the UCO Bank exceeds any payment due to the Contractor, the difference shall be a debt payable to the UCO Bank by the contractor which will be paid by the Contractor within thirty days from the date of demand otherwise the Bank Guarantee will be invoked and the proceeds will be appropriated and forfeited.





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### 13. Independent Service Provider

a. The Vendor and / or its Employees, agents and representatives of Service Provider shall perform all services hereunder as an Independent Service Provider on a non- exclusive basis and nothing contained herein shall be deemed to create any association , partnership , joint venture or relationship of principal and agent or , master and servant or , employer and employee between the parties hereto or any affiliates or subsidiaries thereof or , to provide either party with the right , power or authority , whether expressed or implied to create any such duty or obligation on behalf of the other party. The Service Provider shall acknowledge that its rendering of services is solely within its own control subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee , agent or servant of the UCO Bank or any subsidiary or affiliate thereof.

b. The Service Provider's personnel , employee etc have to authority / right to bind the customer in any manner. It is also clarified that the personnel or employees being provided by the service provider shall be employed solely by them and governed by terms of the service providers employment and that he will be solely responsible and liable in the event of any adverse claim of whatsoever nature made on the UCO Bank by the employees of the Service Provider.

c. No right of any employment shall accrue or arise, by virtue of engagement of employees , agents , contractors , subcontractors etc . of the vendors , for any assignment under this Agreement/ contract . The Service Provider shall be responsible for payments of all statutory dues with respect to each of its personnel /employees / Contractors / Sub- contractor engaged by it to render service under this Agreement / contract with respect to each applicable Labour law , including , the Minimum wages Act , 1948 , the payment of Wages Act , 1936 , the payment of Bonus Act, 1965, the Employees' state Insurance Act 1948 , the payment of Gratuity Act , 1972 , the Maternity Benefit Act, 1961 , the Employees' provident Funds and Miscellaneous Provision Act, 1952 , Contract Labour Law etc. No dues /contributions under any future law, labour legislations, as applicable, are payable by the bank with respect to the Vendor personnel / employees / Contractors / Sub – contractor. The Service Provider will have no claims





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whatsoever against the Bank with respect to payment of statutory dues / contributions to personnel / employees / Contractors / Sub contractor of under applicable labour legislations . The Service Provider 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 your employees , agents , etc. However , the Service provider would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

D. The Vendor shall be vicariously liable for any acts, deeds or things done by the employees , agents etc. which is outside the scope of powers vested or instruction issued by the bank. The vendor shall be principle Employees of the Employers, agents, contractors etc. engaged by the vendor of UCO Bank establishment site and shall e vicariously liable for all the act , deed or things whether the same is within the scope of powers or outside the scope at powers vested under this agreement / contract.

**14. Choice of Law:** The laws shall be governed by the laws prevailing in India during validity of this Agreement.

**15. Jurisdiction :** The Courts in Kolkata only have the jurisdiction to try any suit arising out of this agreement and or contract.

**16. Resolution of Disputes:** The parties shall use their best efforts to amicably settle all dispute(s) / difference(s) arising out of or in connection with the contract in the following manner:-

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

b. In case the dispute(s)/difference(s)is not resolved by amicable settlement, the matter will be referred for informal negotiation between Bank and the Vendor. The matter shall then be resolved by them and the agreed course of action shall be documented within a further period of 30 days.

c. The parties agree that if the dispute (s)/ difference (s) between the parties is not settled by negotiation in the manner described hereinabove, the same shall be resolved through arbitration by a panel of three arbitrators. Each



party shall appoint one arbitrator of its own choice and two appointed arbitrators shall appoint the third arbitrator who will act as the presiding arbitrator. The place of arbitration shall be at Kolkata.

Notwithstanding the existence of any dispute (s)/difference(s) between the parties or the subsistence of any arbitration or other proceedings, the Vendor shall not be entitled to suspend the service (s) or withhold the job and shall continue to render service(s) or take all necessary steps to complete the job in accordance with the tender & Agreement.

**17. Non Assignment:** The contractor 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 contractor without prior written consent of the Bank.

**18. Compliance to laws:** The Contractor shall conform to the provisions of Law(s), Bye- Law(s), Regulation(s), Notification (s) etc. relating to the work for the time being in force. He shall also obtain all necessary permission / approval / NOC from the Competent Authorities for completion of the said work, if required under the existing rules.

**The contractor shall be solely liable & responsible for compliance of applicable Laws / Rules in respect of self , its Employees and the bank shall have no liability in this regard.**

**19. Notices:** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or despatched through the registered Post or any other mode of service. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service.

If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given seven days after despatch thereof in the mail addressed to the party to whom such notice, demand or other communication is to be given as follows:-





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If to the Contractor: ...an individual/ a proprietorship concern/a partnership firm/ a Company, having its office at .....

If to the Bank: UCO Bank, G.A.D. Head Office, at 2nd Floor, 10 BRM Sarani, Kolkata-700001,

Any contractor hereto may change its address for purposes of this paragraph by written notice given in the manner provided above furnishing documentary evidence.

**20. Modification or Amendment:** No amendment, change or modification of this Agreement shall be valid, unless is in writing signed by the both parties thereto.

**21. Entire Understanding:** This document and any schedule attached thereto constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force and effect.

**22. Unenforceability of Provisions:** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

**23. Other terms & Conditions:**

**Terms and Conditions and Obligations of the Contractor:**

1. To perform the job as per the assignment, details of which are given in the agreement.
2. The workmen to be engaged by the contractor shall be Unskilled/Semiskilled/skilled in the respective field of work.
3. The Contractor shall decide the number of workmen required for the completion of the job.





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4. The persons to be engaged by the contractor shall abide by the instructions that may be given from time to time and should not indulge themselves in other matters / activities.
5. The Contractor shall decide the working conditions of his workmen and shall decide about their salary and other service conditions and payment thereof.
6. The persons engaged by the contractor should be polite in their behavior and shall record instruction given by resident of the building and shall bring the same to the notice of the Officer-in- Charge, UCO Bank, General Administration Department for carrying out the instructions.
7. The persons engaged by the contractor shall be its own workmen/employees and cannot be deemed as Bank's employees. Any dispute / resentment of the persons engaged by the contractor are to be sorted out by the contractor and the maintenance services shall not be hampered in any case.
8. The contractor has to pay his workmen/employees minimum wages as governed by Central Government wages rates and any complain regarding non-payment of central Government minimum wages shall attract termination of the services of the contractor after serving due notice. It is the responsibility of the contractor to adhere to Central Minimum wages Act in all respect during the entire contract period. However, difference of amount of minimum wages( if any) including proportion of PF ESIC & Bonus as at par rule, due to revision will be reimbursed by the Bank upon production of documentary evidence against your quote in Sl.No A of BOQ.
9. The contractor shall indemnify the Bank against any loss or damage arising to the bank out of any dispute that may arise between the contractor and its workmen /employees.
10. In case of absence of any person / persons of the contractor for a particular work on any specified day, penalty at the double rate of the services charge paid to the contractor shall be imposed on the contractor for such absence on the part of the workmen of the contractor.



11. The Contractor also will decide and take disciplinary action against the workman if he is found to have committed any acts of misconduct and take disciplinary action as deemed necessary including discharge or dismissal after compliance with the labour law.
12. Rate quoted will be valid upto completion of contract period and will not bear any additional cost. Contractor must not sub-let any portion of the contract.
13. The contractor shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provisions Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract Labour (Regulation & Abolition) Act, 1970, the Inter-State Migrant workman (Regulation of employment & conditions of Service) Act, 1979, The Minimum Wages Act, 1948, the Payment of Wages Act, 1936, The Workmen's Compensation Act, 1923 and other relevant Act, Rules and Regulations, instructions etc. issued / enforced from time to time, as amended up-to-date.
14. The payment will be released on submission of the following certificate by the contractor/s:
  - a) We are maintaining proper records w.r.t. payment of wages and statutory dues to all our employees and the same are being paid.
  - b) That we have paid the minimum wages to all the workers employed by us as per the wages announced by Government of National Capital of Delhi vide their latest notification. Copy of salary receipt enclosed.
  - c) We have paid / deposited all the statutory dues i.e. PF and ESI of our employees in \_\_\_\_\_. The copy of challan for the month of \_\_\_\_\_ is enclosed herewith.
  - d) We as a contractor is following all the statutory rules and provisions as required by law and indemnify you against all the





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consequences arising out of this payment.

**24. Period of Contract:** .....from .....to..... i.e for a period of 3 ( three) years from the date of execution of Agreement/Work Order whichever is earlier.

**25 Frequency of Payments :** Payment of service contract charges will be made by General Administration Deptt, UCO Bank, Head Office against your monthly bill to be raised after satisfactory completion of each monthly service. For non-attendance of operating/maintenance personnel on any day, penalty at double the pro-data rate will be deducted from your monthly bill. Successful contractor/s have to submit following documents with monthly bill for making payment. **Other statutory deductions like income tax etc will be deducted as per rule.**

- Copy of Service card/attendance sheet duly signed by Bank official .
- Copy of duly authenticated Bank's Official wages voucher of workers duly signed by the worker **or** copy of wages voucher duly signed by the worker along with copy of Bank's account statement/details of the worker.
- Documentary evidence of P.F & ESIC Statement.

**26 Taxes:** GST on service contract charges will be paid extra against monthly bill at the rate prevailing at the time of payment of the bill.

**Additional Terms & Condition on Taxes is 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.



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Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN<sup>2</sup>. In case there is any mismatch between the details so uploaded in GSTN by 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 to be a black listed dealer as per GSTN rating system and further no payment shall be entertained..

- 27 The deployment of operating/maintenance personnel should comply with the prevailing rates prescribed by the Central Government notification for minimum wages . **However, difference of amount of minimum wages if any (including proportion of PF ESIC as at par rule), due to revision will be reimbursed by the Bank upon production of documentary evidence against your quotation in Sl.No. A of BOQ. Contractors Over Head will be %**





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on total monthly labour wages in Sl.No. B of BOQ. Rate of % will be fixed for contract period. Bonus (as applicable) to be borne by the contractor from O.H.

28. Contractor/s has/have to submit Bond of Indemnity as per Bank's format.

29 Invocation of Bank Guarantee: The Bank Guarantee will be invoked by the Bank in case of violation of terms and conditions of service contract by the Contractor/s and/or in case of default on the part of the Contractors to perform and observe any covenant conditions and provisions contained in the Tender Documents and Agreement of Contract.

30. Indemnity: Bond of Indemnity should be furnished by me/us as per Bank's Format.

31. The Bank reserve the right to decrease the number of worker if necessary during the tenure of the contract.

IN WITNESS WHEREOF both the parties hereto have executed this Agreement on the day month and year first above written. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Signature of Contractor  
Bank)

Signature on behalf of UCO

WITNESS : 1. ....

2.  
.....



## ANNEXURE-E

## FORMAT OF INTEGRITY

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 it/if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

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

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

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

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

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s) / contractors will not use improperly for





purposes of competition or personal gain, or pass on to others, any information or document provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

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

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

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

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

Section 4 : Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to

demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent to Performance Bank Guarantee.

#### Section 5 : Previous Transgression

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

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

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

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



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

#### Section 8 : Independent External Monitor/Monitors

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

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

4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard



submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act, in a specific manner refrain from action or tolerate action.

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

#### Section 9 – Pact Duration.

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

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

#### Section 10 – Other provisions

- This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Bank i.e. Kolkata.



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

(For & on behalf of the Bank)  
Bidder/Contractor)

(For & On behalf of

(Office Seal)

(Office Seal)

Place\_\_\_\_\_

Place\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

Witness : (Name & Address)

Witness : (Name & Address)

## ANNEXURE-F



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(Stamped Undertaking)

**Format for an Undertaking to be obtained from the Contractor (Service Provider) for compliance of the Provisions of the Contract Labour (Regulation & Abolition) Act, 1970, Rules and other laws as applicable.**

I,..... s/o..... Proprietor/Partner/Director  
of ....., do hereby declare and undertake as under-

1.That I/We in the capacity of independent contractor engaged by UCO Bank have complied with the provisions of Contract Labour (Regulation and Abolition) Act, 1970 in holding a valid license under the Act and the Rules thereto.

2.That I/WE have covered all the eligible employees under Employees Provident Fund and Miscellaneous Provisions Act (if applicable) and the Employees' State Insurance Act (if applicable) and deposited the contributions under our code numbers for the following month and as such no amount whatsoever is due and payable.

3.That I/We further declare and undertake that in case any liability pertaining to my/our employees is to be discharged by UCO Bank for my/our lapses, I/We undertake to reimburse the same to UCO Bank or UCO Bank is authorised to deduct the same from my/our dues as payable.

Contractor (Description with Stamp)

## Annexure-G

(Register of wages)

**FORM XVII (SEE RULE 78(2) (a) Register of wages)**

Name and Address of Contractor





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Name & Address of Establishment in/under which  
contract is carried on

Nature and Location of work

Name and address of Principal Employer

Wage Period Monthly

- 1 Name of workman
- 2 Serial No. in the register of workmen
- 3 Designation/Nature of work done
- 4 No of Days worked
- 5 Units of work done
- 6 Daily rate of wages/piece rate
- 7 Basic wage
- 8 Dearness allowances
- 9 Overtime (if any)
- 10 Other Cash payments (Nature of payments to  
be indicated)
- 11 Cash Total
- 12 Deductions, if any(Indicate nature)
- 13 Net amount paid
- 14 Signature/thumb impression of workman with  
date



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- 15 Signature of Contractor or the authorized representative with date

Annexure-H

Draft Bond of INDEMNITY

To  
UCO Bank

.....  
.....

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





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- 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



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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 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

.....

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





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RFP No. HO/GAD/ /2022-23

Date: dd.mm.2022



UCO BANK

Head Office, General Administration Department  
2nd Floor, 10-B.T.M Sarani, Kolkata-700001  
Email: hogad.calcutta@ucobank.co.in  
Phone: 033-44558406; Fax 033-22266459  
Website <http://www.ucobank.com>

RFP for Engagement of Agencies for for cleaning & housekeeping works at Head Office-1 and Head Office-II at Kolkata

## PART-II (PRICE Bid)

### PRICE BID

### ANNEXURE-I

PRICE BID/BOQ FOR CLEANING & HOUSEKEEPING WORKS AT HEAD OFFICE-1 AND HEAD OFFICE-II, KOLKATA. SCOPE OF WORK WILL BE GOVERNED AS STIPULATED IN "DETAILS SCOPE OF WORK"(ANNEXURE-B) OF RFP.

A)

Sl No.	Building	No of Person Required	Monthly labour wages (Including PF & ESIC )as per as per Central Govt. notification as on 31.03.22 (Rs) Excluding GST	Amount (yearly) (Rs) Excluding GST



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1	HO-I Building	14 Unskilled labour for half day		
		5 Unskilled labour for Full day		
		1 supervisor (semi-skilled) For Full Day		
2	HO-II Building	12 Unskilled labour for half day		
		4 Unskilled labour for Full day		
		1 supervisor (semi-skilled) For Full Day		
B	Contractors Over Head Part			
		In the form of % on total monthly labour wages <b>Subtotal</b>		
		In the form of Rs.(Numeric up to two decimal) on total monthly labour wages <b>Subtotal</b>		

Total amount	(Rs) Excluding GST
Total amount of (A)+(B) (Numeric up to two decimal)	
Rupees in word...	

