



**Tender Invitation
For
Supply & Installation of
Inverter Systems (Rate Contract)**

**General Administration Department
Zonal Office Dehradun, Plot No. – 5,
IT Park, Sahastradhara Road,
Dehradun- 248001.**

TENDER REF NO: ZODEH/GAD/21-22/Inverters/02

Date: 29.12.2021

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 and without any cost or compensation thereof.

This document is prepared by UCO Bank for Supply & Installation of Inverter Systems (Rate Contract). It should not be reused or copied or used either partially or fully in any form.

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 service provider'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.

OBJECTIVES

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001 and Zonal office at other places at Dehradun (hereinafter referred to as " the Bank", , is one of the leading public sector Bank in India having nearly 3000+ branches, spread all over the country.

The Dehradun Zone of the Bank intends to purchase Inverter for Systems on Rate Contract. The details of items and their required quantities are mentioned in Part – IV. UCO BANK invites bids from the prospective bidders having proven past experience and competence in the field of Supply & Installation of Inverter systems to supply the above items in its branches/offices in all Districts of Dehradun on Rate Contract basis. Bidders with unsatisfactory past record need not apply.

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PART – I (General Details)

1. Invitation for Tender Bids

UCO Bank invites sealed tenders comprising of Eligibility Bid, Technical bid and Commercial bid from experienced selected bidders having proven capabilities of Supply & Installation of INVERTER Systems (Rate Contract). The selected bidder is required to adhere to the terms of this TENDER document and any deviations to the same shall not be acceptable to UCO Bank.

The Bid details are given below:

| Bid Details - Control Sheet Table | |
|--|--|
| Tender Reference | ZODEH/GAD/21-22/Inverters/02 dated 29.12.2021 |
| Cost of Tender documents | As mentioned in Part – IV |
| Date of issue of TENDER | 29.12.2021 |
| Earnest Money Deposit (EMD) | As mentioned in Part – IV |
| Date of commencement of sale of tender document | 29.12.2021 |
| Pre Bid queries to be received | On or before 07.01.2022 up to 04:00 PM |
| Pre-Bid meeting /Venue | 07.01.2022 at 05:00 PM Zonal Office Dehradun: Plot No. -5, IT Park, Sahastradhara Road,Dehradun- 248001. |
| Last date, time & Venue for submission of Bid Documents | 19.01.2022 at 05:00 PM at: Zonal Office Dehradun: Plot No. - 5, IT Park, Sahastradhara Road, Dehradun- 248001. |
| Opening of Eligibility & Technical bids | 20.01.2022 at 11:00 AM |
| Opening of Commercial Bid | Will be advised subsequently to the bidders qualifying in technical Bid |
| Address of Communication | UCO Bank General Administration Department Zonal Office Dehradun: Plot No. -5, IT Park, Sahastradhara Road, Dehradun- 248001. |
| Email Address | zodehradun.gad@ucobank.co.in |
| Contact Telephone / Fax No. | 9568014062, 7248761711 |
| Contact Person | Mrs. Avantika Belwal & Mr. Navdeep Kumar |

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

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

The bidder appointed under the TENDER document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project.

Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the scope of work.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the TENDER document shall be the governing document for arrangement between the Bank and the selected bidder in terms of this TENDER document.

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

The bid documents should be strictly as per the following terms and conditions:

2. Submission of Bids: General Terms and Conditions

- 21 Separate Eligibility and Technical Bids along with the hard copies duly sealed and super-scribed as — Supply & Installation of Inverter Systems (Rate Contract) respectively. Commercial Bid should be put in a separate single sealed outer cover duly sealed and super-scribed as — Supply & Installation of Inverter Systems (Rate Contract) as per bid details given in the TENDER.
- 22 The bids should be submitted in the following sequence only in separate sealed envelopes properly binded:-
 - i. Eligibility Bid – Hard Copy
 - ii. Technical Bid – Hard Copy
 - iii. Separate Demand Draft for Cost of Tender Document submitted & EMD
 - iv. Commercial – Hard Copy
- 23 All envelopes must be super-scribed with the following information:
 - Name of the Bidder
 - Offer Reference

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- Type of Offer (Eligibility or Technical or Commercial)

- 24 The Eligibility and Technical Offers should be complete in all respects and contain all information asked for, in the exact format of eligibility and technical specifications given in the TENDER, except prices. The Eligibility and Technical offers must not contain any price information. UCO BANK, at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.
- 25 The Eligibility offer should contain proof for each of the points for eligibility evaluation. Any credential detail not accompanied by relevant proof documents from the bidders will not be considered for evaluation.
- 26 The Technical Offer should be complete in all respects and contain all information asked for in the exact format of technical specifications given in the TENDER, except prices. The Technical Offer must not contain any price information. UCO BANK, at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.
- 27 Commercial Offer should be strictly quoted in the format as given in the TENDER strictly in separate sealed envelope and for periods as mentioned. Prices quoted by Vendors should be inclusive of all costs such as GST and other applicable taxes (if any) that need to be incurred. The bidder is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR would not be considered.
- 28 The bids shall be dropped/submitted at UCO Bank's address given in Bid Control Sheet Table, on or before the date specified therein.
- 29 The Bank is not bound to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever and without any cost or compensation thereof.
- 210 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 211 The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders.
- 212 Canvassing of any kind will be a disqualification and the Bank may decide to

cancel the bidder from its selection as THE VENDOR.

- 2.13 The bidder shall bear all costs associated with the preparation and submission of its bid, attending Pre-bid meeting etc. and Bank will in no case be responsible and liable for these costs, regardless of the conduct or outcome of the bidding process.
- 2.14 Bids shall remain valid for 180 days from the date of opening of technical bids submitted by the bidders. The Earnest Money will have to be submitted for a period of 180 days from the date of opening of the bid. A bid for a shorter period may be rejected by Bank as non-responsive.
- 2.15 In exceptional circumstances, Bank may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by fax / email. The Earnest Money provided shall also be suitably extended. A bidder may refuse the request without forfeiting its Earnest Money. A bidder granting the request will not be required nor permitted to modify its bid.
- 2.16 Any effort by any bidder to influence Bank in its evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid.
- 2.17 The eligibility bid will be opened first and only those bidders, deemed eligible as per the eligibility criteria mentioned in this TENDER, will be shortlisted for technical evaluation; the qualified bidders will be notified separately. Commercial Bid of only those short-listed-bidders, who have qualified in Technical evaluation, will be opened by the Bank, the date of which will be notified separately.
- 2.18 The Price Bid must include all hardware and equipment along with specification, Model No, Part No and Price Tag covering warranty period of Two Years for Inverter & Three Years (Flat) for Batteries. The Price Bid also must include GST and other applicable taxes as per **Annexure –G**.
- 2.19 The bidder is required to guarantee that exchange rate fluctuations, changes in import duty & other applicable taxes (if any) will not affect the Rupee value of the commercial bid over the price validity period.
- 2.20 The bidder shall keep the price valid for a period of 1 year from date of issuing first Purchase Order. A declaration in this regard should be submitted as per **Annexure – C**.
- 2.21 Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the validity period.
- 2.22 Further, subsequent to the orders being placed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in GST and other applicable

taxes (if any).

- 2.23 The Bank shall be under no obligation to accept the technical solution offered or the lowest or any other offer received in response to this TENDER notice.
- 2.24 The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to cancel the entire TENDER process without assigning any reasons whatsoever at any stage of the TENDER process without assigning any reason whatsoever.
- 2.25 The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.
- 2.26 Bids once submitted shall not be returned to the Bidder in future.
- 2.27 Bidder must have back to back support relation with the OEMs whose products are followed by the bidder to the Bank, in case the bidder is not Original Equipment Manufacturer (OEM), a commitment letter from the OEM for extending back to back support/service at least for a period of 5 years has to be submitted along with the Technical bid (MAF as per **Annexure –B**).
- 2.28 The technical bid shall be submitted strictly in conformity with the Scope of Work.
- 2.29 The bidder shall not quote for the products, whose End of Sale/ End of Support/ End of Life has been declared by the OEM. The Bidder has to ensure that any equipment supplied as part of this TENDER should not reach end of support or end of life for at least 5 years postdate of acceptance of such equipment by the Bank.
- 2.30 The Bank expects the selected bidder to adhere to the terms of this TENDER document and would not like or accept any deviations to the same.
- 2.31 The quantity mentioned in the TENDER is indicative only. Bank does not guarantee any minimum or maximum quantity of procurement. Purchase Order shall be placed by Zonal Office only. Delivery locations shall be any branch / office across all district of Dehradun. Conditional tenders shall not be accepted on any ground and shall be summarily rejected.

3. Period of Validity of Bid

Bid shall remain valid for 180 days from the date of opening of the technical bids

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submitted by the bidder. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period.

4. Contract Period

The price should be valid for 1 year from the date of issuing First purchase order. However, after the completion of initial rate contract period of 1 (one) year, the contract may be extended/renewed for a further period of 3-6 months as would be decided by the Bank on the same terms and conditions as mentioned herein at mutual consent of both the bidder & the Bank.

The selected bidder needs to execute a **Service Level Agreement (SLA)** as per Format to be supplied by the Bank covering inter alia the terms and conditions of this TENDER.

The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 30 days' notice without assigning any reasons and without any cost or compensation thereof. Any offer falling short of the contract validity period is liable for rejection.

5. Cost of tender documents

A complete set of tender documents can be obtained from our office address during office hours on all working days on submission of a written application or it can be downloaded from our website www.ucobank.com. The bidder participating in the TENDER is required to submit a non-refundable fee for an amount as mentioned in Part - IV for **Supply & Installation of Inverter Systems (Rate Contract)** in the form of DD favoring "UCO BANK ZONAL OFFICE DEHRADUN" payable at DEHRADUN along with the bid documents, failing which the bid of the concerned bidder will be rejected.

6. Earnest Money Deposit

The Bidder(s) must submit Earnest Money Deposit in the form of DD favoring "UCO BANK ZONAL OFFICE DEHRADUN" payable at Dehradun for an amount mentioned in Part – IV.

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process without any interest thereon. The Earnest Money Deposit may be forfeited under the following circumstances:

- a. If the bidder withdraws its bid during the period of bid validity.
- b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information.

c. In case of the successful bidder, if the bidder fails:

- To sign the contract in the form and manner to the satisfaction of UCOBANK
- To furnish performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK either at the time of or before the execution of Service Level Agreement (SLA).

d. EMD should be submitted in the form of DD in a separate sealed envelope along with Cost of Tender Document wherever applicable. In case, it is not found in a separate envelope, Bank may reject the bid and Bank will not have any liability to return the EMD.

7. Rejection of the Bid

The Bid is liable to be rejected if:

- 7.1 The document doesn't bear signature of authorized person.
- 7.2 It is received through Fax/E-mail.
- 7.3 It is received after expiry of the due date and time stipulated for Bid submission as mentioned in Bid Control Sheet.
- 7.4 The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this TENDER.

8. Indemnity

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

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this TENDER or Service Level Agreement to be executed.

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

All indemnities shall survive notwithstanding expiry or termination of Service Level

Agreement and the Vendor shall continue to be liable under the indemnities.

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

9. Pre Bid meeting

For the purpose of clarifications of doubts of the bidders on issues related to the TENDER, Bank intends to hold a pre-bid meeting on the date & time as indicated in the Bid Details – Control Sheet Table. The queries for the pre-bid meeting should reach us in writing or by email (As per Bid Control Sheet) at zodehradun.gad@ucobank.co.in. It may be noted that no query of the bidders shall be entertained if received after the above mentioned date.

Only authorized representative of bidder will be allowed to attend the pre-bid meeting.

10. Modification and Withdrawal of Bids

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

11. Costs Borne by Respondents

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

12. TENDER Response

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

All submissions will become the property of Bank. Bidders shall be deemed to license, and grant all rights to Bank to reproduce the whole or any portion of their

submission for the purpose of evaluation, to disclose the contents of the submission to other Bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting TENDER process, notwithstanding any copyright or other intellectual property rights that may subsist in the submission or Banking documents.

13. Liquidated Damages for Delayed Supply

If the vendor fails to deliver contracted product(s), install/activate, and operationalize all of the equipments or fails to complete the work or does not perform the service(s) within the time schedule stipulated in the Contract/PO, the Bank, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 1 (one) percent of the undelivered/uninstalled portion of the order value excluding GST and other applicable taxes (if any) for each and every calendar week of delay, subject to a maximum limit of 10 percent of the undelivered portion of the order value excluding GST and other applicable taxes (if any).

14. Price

- 14.1. The Price Bid must include GST and other applicable taxes (if any).
- 14.2. The bidder shall keep the price valid for a period of **1 year** from the date of issue of first Purchase Order. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.
- 14.3. Prices quoted by the Bidder shall be in Indian Rupees and not subject to any price escalation, if the order is placed within the validity period.

15. Payment Terms

- 15.1 **90% of the order value** along with GST and other applicable taxes (if any) on actual basis will be paid on delivery, installation and acceptance of ordered items, after realizing penalty charges for late delivery and / or late installation, if any. The claim for payment should contain proof of delivery, installation note & User Acceptance Report signed by an authorized official of the bank / branch at the respective sites etc.
- 15.2 In case installation is held up by the Bank for site non-readiness, the payment may be released after 30 days from delivery on production of Site Non-Readiness (SNR) certificate from the competent authority at the delivery site.

- 15.3 **10% of the order value** (i.e. the residual amount) will be paid after completion of the Warranty period.
- 15.4 Upon request of the bidder, the Bank at its discretion may allow the bidder to submit the BG at the Zonal Office for the total amount and the tenure.
- 15.5 In case installation is held up by the Bank for site non-readiness, the payment may be released after 30 days from delivery on production of Site Non-Readiness (SNR) certificate from the competent authority at the delivery site.
- 15.6 It is the responsibility of the vendor to visit the site before installation.

16. Initial Security Deposit

The selected bidders will have to deposit by Pay Order/DD/Banker's Cheque, the initial security deposit for the balance amount over & above the EMD to form Rs. 50,000/- for a tenure of 15 (fifteen) months. Bank will not pay any interest on Initial security deposit.

17. Paying Authority

The payments as per the Payment Schedule covered herein above shall be paid by the respective Branch.

18. Acceptance by the Bank

The selected bidder in presence of the Bank's authorized officials may conduct acceptance test at the site. No additional charges shall be payable by the Bank for carrying out these acceptance tests.

19. Order Cancellation(Termination)

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

- a) The selected bidder commits a breach of any of the terms and conditions of this TENDER or the SLA to be executed between the Bank and the selected Bidder.
- b) The selected bidder goes into liquidation, voluntarily or otherwise.
- c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.

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

The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

20. Consequences of termination

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

In the event that the termination of the Contract is due to the expiry of the term of the Contract and the Contract is not further extended by UCO BANK, the Vendor herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as UCO BANK may

specify including training, where the successor(s) is a representative/personnel of UCO BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination thereof.

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

21. Force Majeure

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

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

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

22. Confidentiality

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

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;

- To restrict access and disclosure of Information to such of their employees, agents, strictly on a —need to know basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.
- **Conflict of interest:** The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- The successful Bidder is required to execute a *Non Disclosure Agreement* to the bank as per bank's format before or at the time of execution of the Master Contract.

23. Dispute Resolution

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

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between Zonal Manager of UCO BANK, Dehradun Zone and the Authorized Official of the selected Bidder. The matter shall then be resolved between them and the agreed course of action shall be documented within a further period of 15 days.

In case the dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute/difference shall be submitted by either party for arbitration within 15 days of the failure of negotiations. Arbitration shall be held in Dehradun and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The Arbitration Notice should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 30 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at Dehradun. The arbitration proceedings

shall be conducted in English language. Subject to the above, the courts of law at Dehradun alone shall have the jurisdiction in respect of all matters connected with or arising out of the Contract/Service Level Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

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

24. Other Terms and Conditions of the TENDER

- 24.1. Signing of the bid: The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.
- 24.2. Cost of preparation and submission of bid document: The bidder shall bear all costs for the preparation and submission of the bid. UCO BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- 24.3. Erasures or Alterations: The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.
- 24.4. Language of Bid: The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.
- 24.5. Non Disclosure Agreement: The selected vendor is required to sign a Non-

Disclosure Agreement with UCO Bank.

- 24.6. Price Freezing: The price finalized shall remain valid during the period of the One Year.
- 24.7. Preliminary Scrutiny: UCO BANK will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.
- 24.8. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part. In all the aforesaid matters, Bank's decision is final and conclusive.
- 24.9. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement without assigning any reason, whatsoever and without any cost or compensation thereof.
- 24.10. Clarification of Offers: To assist in the scrutiny, evaluation and comparison of offers/bids, UCO BANK may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder.
- 24.11. Audit by Third Party: Bank at its discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank.
- 24.12. Governing Laws & Jurisdiction of the Court: The provisions of this TENDER and the Service Level Agreement to be executed shall be governed by the laws of India for the time being in force and the Rules made there under
from time to time and all the dispute(s) or difference(s) arising out of or in connection

on with the contract shall be subject to the exclusive jurisdiction of the courts at DEHRADUN.

- 24.13. Publicity: Any publicity by the bidder in which the name of UCO Bank is to be used should be done only with the explicit written permission of UCO Bank. The Vendor shall not make or allow making a public announcement or media release about any aspect of the Contract unless UCO BANK first gives the Vendor its prior written consent.
- 24.14. Non-Transferable Offer: This TENDER is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary TENDER price (for downloaded TENDER) will be eligible for participation in the evaluation process.
- 24.15. Confidentiality of the bid document: The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.
- 24.16. If an agent bid on behalf of the Principal, the same agent shall not submit a bid on behalf of another Principal in the same tender for this project.
- 24.17. Cancellation of tender process: Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason and without any cost or compensation thereof.
- 24.18. Modification of Order: Bank reserves its rights to modify (i.e., addition and reduction) the Purchase/Work Order as per its requirement and the payment for such addition /reduction would be determined on pro rata basis or on mutual consent of the parties.
- 24.19. Response of the Bid: The Bidder should comply all the terms and conditions of TENDER.
- 24.20. Bidder is required to comply with and adhere to all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc. The bidder is solely responsible for any legal obligation related to this.
- 24.21. Price Discussion: It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 24.22. Non-Assignment: Neither the subject matter of the contract nor any right arising out of the contract shall be transferred, assigned or delegated to any third party by Vendor without prior written consent of the Bank.
- 24.23. UCO BANK shall be under no obligation to accept the lowest or any other

offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. UCO BANK has the right to re-issue tender/bid. UCO BANK reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. UCO BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

2424. GST Law: The bidder has to submit an Undertaking mentioning its compliance 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.
2425. Central Minimum Wages Act & Labour Laws: The bidder has to submit an Undertaking in its letterhead ensuring that the payment towards services is in consonance with Central Minimum Wages Act & Labour Laws.
2426. UCO Bank may extend the period of validity of prices and quantity after expiry of the price validity or after procurement of maximum quantity mentioned in the TENDER at mutually agreed terms. The quantity of each item mentioned in the TENDER is indicative only which may vary as per requirement of the Bank.
2427. The Technical bid should have compliance chart as per **Annexure – I** including documentary proof in support of Eligibility Criteria, Commercial Bids and Annexure **A –O**.
2428. The Price Bid must include all equipment along with specification, Model No, Part Name, Serial No, Date of Installation, Warranty completion Date and Price Tag covering warranty period of 2 Years for Inverters & 3 years (Flat) for Batteries. The Price Bid must also include GST and other applicable taxes (if any) as per **Annexure –G**.

25. Three Bid System

We will follow Three Bid System i.e. Eligibility Bid – containing Eligibility Criteria, Technical Bid – containing Technical Information & Commercial Bid - containing Price Information. Eligibility evaluation would be completed first followed by Technical evaluation. Thereafter, Price Information (Commercial Bid) will be opened before the technically qualified bidders who wish to be present. The Commercial Bid should contain all relevant price information and should not contradict the Technical Offer in any manner.

PART – II

1. Eligibility Criteria for the bidder

Only those Bidders who fulfill the following criteria are eligible to respond to the TENDER. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.

| Sl | Eligibility Criteria | Document to be submitted |
|-----------|--|---|
| 1. | The bidder must be any registered Firm (proprietorship/partnership/etc.) or a Limited Company, registered in India under the companies Act 1956 / 2013 (Proof required) OR MSME Entrepreneur | Certificate of Incorporation, Registration certificate, etc. depends on nature of the Firm. |
| 2 | The bidder should be registered with GSTIN. | Copy of GSTIN Certificate |
| 3. | The bidder should be an OEM or their authorized representative/Dealers /Distributors. | In case of an authorized representative, a letter of authorization (MAF) from original manufacturer must be furnished in original duly signed & stamped (As per Annexure –B). If the bidder is Authorised Dealer/Distributor of OEM (not OEM), then its office must be situated in Dehradun for further assistance during warranty period. |
| 4 | The bidder should have posted net profit in at least two years out of the last three financial years, i.e., 2018-19 & 2019-20 and 2020-21. | Certificate from Chartered Accountant stating Net Worth, Turnover and Profit/Loss for last 3 financial years. |
| 5. | The bidder should have a minimum yearly turnover of Rs. one crore for last three financial years, i.e., 2018-19, 2019-20 and 2020-21. | And Balance Sheets for last 3 years, i.e., 2018-19, 2019-20 and 2020-21 (Audited/unaudited based on Turnover guidelines). |

| | | |
|----|---|---|
| 6. | The bidder should not have been debarred / blacklisted by any Bank/Central Govt. and any of the State Govt. Organizations in India for non-performance or any other reason as on date of submission of bids is not eligible to participate. | An undertaking to this effect in the Firm/Company's letterhead signed by authorized signatory. Satisfactory working certificate issued by any Bank/Govt. Organization in last two years i.e. 2019-20 & 2020-21 to be submitted by the bidder. |
| 7. | The bidder or OEM should have well equipped service network to cater for service related complaints within 24-48 Hrs to support the branches situated in all districts of Uttarakhand. | A letter of undertaking to be given by the bidder. |
| 8. | The bidder should have executed orders in last three years aggregating to not less than Rs. 30 Lakh for last three financial years, i.e., 2018-19, 2019-20 & 2020-21 . Of the above, orders aggregating to Rs. 10 Lakh should be from Govt./Public Sector Organizations for Supply & Installation INVERTER System. | Related Purchase Order copies/ copies of related invoices to be submitted. |
| 9. | The OEM should have Annual turnover of at least Rs. 2000 Crores | Copy balance sheet issued by OEM. |

UCO BANK reserves the right to verify / evaluate the claims made by the Bidder independently. Any decision of UCO BANK in this regard shall be final. The Bidder needs to comply with all the eligibility criteria mentioned above. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation. Any credential detail not accompanied by relevant proof documents from the clients will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide. Any assumptions made by the Bidder's in response of this TENDER will be their own risk and cost. The bank will not be liable for any such assumptions / representations made by the Bidder. The bank's decision will be final.

LIST OF DOCUMENTS FOR ELIGIBILITY PROOF

- Provide details of organization along with all the key contacts including their work phone, cell phone, work address and e-mail details.
- Provide certificate of incorporation, registration certificate etc. depends on the nature of the Firm. GSTIN Certificate, PAN.
- Provide audited/unaudited annual statement of accounts for the last 3 financial years i.e. 2018-19, 2019-20 & 2020-21 in support of the following:
 - ✓ Turnover and profit from products /services
 - ✓ Locations in which the Bidder or OEM has offices/service centres.
- Provide the necessary documentation in support of the Bidder for the following:
 - ✓ Corporate structure, founder and related history of the Firm
 - ✓ Ownership structure
 - ✓ Number of years in this business and relevant business lines
- Credentials describing the bidding Firm's/company's experience in providing the services, relevant to this request as follows:
 - ✓ Name of the company /Bank
 - ✓ Year from which services being provided
 - ✓ Key client references which provide details such as name, address, e- mail address, phone no., fax no. and mobile no.

The first stage of evaluation will be validation of the eligibility criteria. Only those bidders who meet the eligibility criteria will be considered for further stages of evaluation viz. technical and commercial stages.

PART –III

1. Scope of Work /Requirements

Bank will award the contract to the successful bidder(s) for the Contract Period specified in this TENDER from the date of empanelment and the bidder(s) should deliver the service with the following scope:

- 1.1 Bidder should be capable of providing all the equipments and services thereon for which they have submitted their bids.
- 1.2 The systems must be capable of upgrading at a later stage as and when required by the Bank. (Wherever specified in the technical specifications)
- 1.3 Bidders need to have a co-ordination with their OEM (if any) for integrating the items supplied by them for the branches/offices to function smoothly.
- 1.4 The Bank reserves the right to shift the equipment to a suitable location depending upon the need. The bidder will arrange to shift the equipment, install and commission the same at the shifted location at mutually agreed shifting charges.
- 1.5 Obtaining of the Road Permits, FORM 32, security forms etc. will be the sole responsibility of the successful bidder at its own cost.
- 1.6 The Scope of Work also includes the scope provided under **Other Terms & Conditions** and instructions to the bidders in the TENDER.
- 1.7 Successful bidder will be responsible for affixing asset tags and complete inventory details of each hardware equipment supplied to the Bank. The Asset Tags so printed by the successful bidder must have the company's logo along with other details like warranty, call logging no., mail id etc. The asset tag details for the Hardware would be mutually decided by the Bank and the successful bidder.
- 1.8 The bidder(s) has to submit an undertaking (format enclosed in the Annexure – M) along with the delivered items, signed by the officials (not lower than the company secretary of the system OEM, certifying that all the components/parts/assembly/software used in the proposed hardware are original/new components/parts/assembly and that no refurbished/duplicate/second hand components have been used or would be used.

- 1.9 The validity of Rate Contract will be for one year from the date of issuing first purchase Order, which may be extended by the Bank on mutually agreed terms.

2. Technical Inspection and Performance Evaluation

UCO Bank reserves its right to carry out a technical inspection and performance evaluation (bench-marking) of the offered item(s) before and after delivery of items during entire contract period. If any item is found to be non-compliant as per technical specification, it needs to be replaced within 15 days at no additional cost to the Bank.

3. Verification

UCO Bank reserves the right to verify any or all statements made by the vendor in the Bid document and to inspect the vendor's facilities, if necessary, to establish to its satisfaction about the vendor's capacity to perform the job.

4. Pre-shipment Inspection

UCO Bank, if deemed fit, may inspect any or all of the hardware items at vendor's manufacturing site before shipment to respective branches/office/locations of the Bank, to verify that the items shipped to UCO Bank are as per the technical specification specified in the Rate Contract. Advance intimation will be given to them so that they can arrange for testing of the equipments at their manufacturing plants as required.

5. Delivery and Installation

- 5.1 The Bank would like to have the following time schedule for completion of the activities from the date of placement of Purchase orders.

| | |
|---|---|
| Delivery, Installation and operationalization | Within 14 days of issuing Purchase order (In case installation is held up for site non-readiness, a certificate from the competent authority at respective site(s) is to be furnished for obtaining payment) |
|---|---|

- 5.2 If however, the delay is caused by any action pending from the Bank end, the corresponding period will not be considered while calculation of delay period.
- 5.3 All the equipment supplied by the Bidder shall be legal and Bidder shall give indemnity to that effect.
- 5.4 The equipments are considered accepted (Commissioned and

Operationalized) after signing the Acceptance Test document jointly by the representatives from the Bank and the selected bidder. The component level checking for individual item may be included during the acceptance test. Upon satisfactory installation of the equipment, vendor should obtain signed installation certificate from the Bank Official. The same shall be submitted by the vendor along with the bills for payment.

- 5.5 The Bank reserves the right to shift the equipments to other locations in case of exigencies. In such cases the vendor has to arrange shifting of the equipments and install the same at the new location. In case of shifting of the hardware the vendor will arrange for shifting at mutually agreed shifting charges. Cost for obtaining necessary road permits and other related permits will be the responsibility of selected bidder.
- 5.6 At the destination site, the cartons will be opened only in the presence of Bank Officials and Vendor's representative.
- 5.7 Inventories at all their service locations shall be maintained by the vendor(s) for immediate replacement of H/W items in case of faults /failures.
- 5.8 A sticker mentioning the date of installation and the period of warranty along with the Name of the Vendor and the Service Support Call Centre Number must be pasted on each equipment. This is mandatory at the time of installation of the system, the compliance of which must be reported in the installation report.

6. Warranty

The vendor must provide 2 years' on-site comprehensive warranty for all hardware items to be supplied under this rate contract covering all spare parts & service from the date of acceptance of the systems by UCO Bank at the respective locations & 3 years Flat Warranty for Batteries to be supplied with Inverters.

The request for support shall have to be attended by the vendor/OEM even if the request is made over telephone/ SMS or by e- mail/fax by the respective sites, within 24 hours at all other places (Response time). The entire equipment should be repaired within 48 hours (Resolution time). The Vendor shall be fully responsible for the manufacturer's warranty for all equipment, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship, or any act or omission of the manufacturer / Vendor or any defect that may develop under normal use of supplied equipment during the warranty period. Besides the above, the vendor will have to enter into Service Level Agreement.

7. Preventive Maintenance

During the warranty period, the bidder, shall conduct preventive maintenance checks for topping of Batteries for the supplied once in every 3 months basis or as required and no charges shall be payable for such maintenance.

8. Price Composition

8.1 The price quoted should be only in Indian rupees and inclusive of the following:

- Cost of the equipment.
- The price should be inclusive of GST and other applicable taxes (if any), which shall be paid as per actual by the Bank on the date of invoicing
- Two years comprehensive onsite warranty.
- Three Years (Flat) Warranty for Batteries.
- The Price should be on F.O.R. (including installation charges)

8.2 The bidders should quote prices strictly as per the price composition stated above failing which the offers are likely to be rejected.

9. Award Criteria

The price of the items which are mentioned in Annexure – G will be evaluated based on value of the estimated quantity of purchases during the period. Evaluation will be done for each type separately.

After evaluation, the Bidder, whose commercial offer has been determined as the lowest, will be named as L1' and the second lowest will be named as L2' and so on. Work order will be offered to L1 bidder against requirement. In case L1 bidder fails to accomplish the work, Bank can consider to offer the work to L2 bidder at the rate of L1 with same Terms & Conditions of Tender.

10. Penalty Charges

10.1 Notwithstanding anything contained above, no such penalty will be chargeable on the Vendor under the above clauses for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.

10.2 The sum total of penalties will not exceed 10% of the TCO. Thereafter, the contract/purchase order may be cancelled.

10.3 The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

10.4 Bank may recover such amount of penalty from any payment being released to the vendor, irrespective of the fact whether such payment is

relating to this contract or otherwise.

- 10.5 If any act or failure by the bidder under the agreement results in failure or inoperability of resources and if the Bank has to take corrective actions to ensure functionality of the same, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- 10.6 Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the resources provided by the Bidder.
- 10.7 The Bank shall implement all penalty clauses after giving due notice to the bidder.
- 10.8 If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- 10.9 As per Warranty Terms, all the items mentioned in Part - IV should be repaired within 48 hours. In case of vendor failing above standards, a standby arrangement should be provided till the machine is repaired (of equivalent or higher configuration).
- 10.10 In case vendor fails to meet any of the above standards, there will be a penalty of Rs.100/- per day per INVERTER. These penalty charges will be deducted from the Performance guarantee offered as security deposit or from the EMD or from any Bill payable to the vendor. The maximum penalty for downtime will be 10% of the equipment cost.

11. Billing

The billing shall include Unit Price along with GST and other applicable taxes (if any), which will be paid locally by the respective Branch or Zonal Office for which the hardware is being purchased

12. Completeness of the contract

The contract will be deemed as incomplete if any component of the item mentioned in scope of work and technical requirement as per **Annexure - F** of this tender or any documentation / media relating thereto is not delivered, or is delivered but not installed and /or not operational or not acceptable to

the Indenter after acceptance testing / examination. In such an event, the supply and installation will be termed as incomplete and it will not be accepted and the warranty period will not commence. The Warranty period will commence only on acceptance (based on acceptance test) of equipment by the Indenter.

13. OEM Authorization

In case the successful bidder is not ready to provide the support during the warranty, support will be provided by OEM directly or their other authorized partners for the remaining period of warranty of the product without any additional cost to the Bank.

14. Undertaking to use new components

Bidder should give an undertaking to the Bank that the equipments (including all components) delivered to the Bank are brand new. The bidder should also give an undertaking in writing that all the software supplied by the bidder is licensed and legally obtained.

15. Repeated Failure

If, during the warranty period, any system as a whole or any subsystem has any failure on two or more occasions in a period of 3 months, it shall be replaced by equivalent new equipment by the Vendor at no extra cost to UCO Bank.

16. Patent Rights

- 16.1. The supplier shall indemnify the purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof.
- 16.2. The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- 16.3. The supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible for, including all expenses of the court and legal fees.
- 16.4. The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the

claim.

The documents in Envelopes should be properly arranged.

- If the outer cover / envelope are not sealed & super-scribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.
- If any inner envelope of a bid is found to contain both technical & commercial bids then that bid will be rejected summarily.
- If any outer envelope is found to contain only the technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non- responsive.
- In case the specified date of submission of TENDER is declared a holiday in Dehradun, the bids will be received till the specified time on the next working day.

PART – IV

REQUIREMENT OF ITEMS (ROI)

Estimated Quantity, Cost of TENDER, EMD Amount of different Items

| Particulars of the Items | Estimated Quantity | Cost of TENDER (in Rs.) (<u>Tender Document Fee</u>) | EMD Amount (in Rs.) |
|---|---------------------------|---|----------------------------|
| INVERTER System – 1.5 KVA /24V or equivalent (not less than 1.5KVA) | 1 | 1,000/- | 50,000/- |
| INVERTER System – 2.5 KVA / 24V or equivalent (not less than 2.5KVA) | 1 | | |
| INVERTER System – 2.5 KVA / 36V or equivalent (not less than 2.5KVA) | 5 | | |
| INVERTER System – 3.5 KVA / 48V or equivalent (not less than 3.5KVA) | 10 | | |
| INVERTER System – 5.2 KVA / 72V or equivalent (not less than 5.2 KVA) | 1 | | |
| INVERTER System – 7.5 KVA / 120V or equivalent (not less than 7.5 KVA) | 1 | | |

Note: The above requirement is based on current assessment and may vary as per the Bank's actual requirements. Inverter System means Inverter Plus Batteries.

PART –V

1. Bid Opening And Evaluation Criteria

1.1 Evaluation Methodology

The evaluation will be a three-stage process -

Phase 1 – Eligibility Evaluation

Phase 2 – Technical Evaluation

Phase 3 – Commercial Evaluation

1.2.1 Eligibility Evaluation

The Bank will evaluate the technical response to the TENDER of bidder who are found eligible as per the eligibility criteria mentioned in the TENDER.

1.2.2 Technical Evaluation

The proposals will be evaluated in two stages. In the first stage, i.e. Technical Evaluation, the bidders will be shortlisted, based on bidder's responses. In the second stage, the commercial bids would be evaluated.

During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation.

The resources offered should meet all the technical requirements mentioned in scope of work and **Annexure – F. Non-compliance to any of the technical specification may attract rejection of the proposal.**

1.2.3 Commercial Evaluation

Commercial Bids of bidders, who qualified in the technical evaluation stage, will be considered for participation in commercial Bidding. After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail.

- The L1 Bidder will be selected on the basis of the amount quoted for proposed solution as per **Annexure –G.**
- The bidder will be solely responsible for complying with any applicable Export/ Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.

- In case there is a variation in value between numbers and words, the value mentioned in words would be considered.
- The Bidder needs to provide Unit costs for components and services; unit rates with GST and other applicable taxes (if any) would be considered for the TCO purposes.
- In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

1.3 Selection Methodology

Eligible as per eligibility criteria and technically qualified mentioned in the TENDER with lowest quote based on Total Cost of Ownership (TCO) will be considered as successful bidder.

Undertaking Letter to the Bank on the vendor's letterhead

**The Deputy General Manager UCO Bank,
Zonal Office Dehradun,
Plot No. – 5, IT Park, Sahasradhara
Road
Dehradun-248001**

Dear Sir,

Sub: TENDER for Supply, Installation and Maintenance of INVERTER Systems (Rate Contract) (TENDER REF. No. ZODEH/GAD/21-22/INVERTERS/02 dated 29.12.2021)

With reference to the above TENDER, having examined and understood the instructions, terms and conditions forming part of the Bid, we hereby enclose our offer for the Supply & Installation of INVERTER Systems (Rate Contract)(Item: _____) as detailed in **Part - IV** of your above referred Bid.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred letter and enclosures and the product quoted is in conformity with that mentioned in the TENDER.

We also understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

We enclose Pay Order / Demand Draft No. _____ for Rs. _____ (Rupees _____ only) favoring UCO Bank issued by _____ Bank _____ Branch payable at Dehradun, towards Cost of Tender Document & Pay Order/Demand Draft No. _____ for Rs. _____ (Rupees _____ only) favoring UCO Bank issued by _____ Bank _____ Branch payable at Dehradun, towards Earnest Money Deposit.

We hereby accept all terms and conditions mentioned in the TENDER unconditionally. Knowingly or unknowingly if we have mentioned any deviations/ conditions in the terms and conditions of the TENDER in any part of the bid submitted by us may be ignored. We understand the bid submitted with conditions shall be treated as conditional bid and shall not consider for evaluation.

Yours faithfully,

Authorized Signatory
(Name & Designation, seal of the firm)
Date:

Manufacturer Authorization Form (MAF)

**The Deputy General Manager
UCO Bank,
Zonal Office Dehradun,
Plot No. – 5, IT Park, Sahastradhara
Road
Dehradun-248001**

Dear Sir,

We (Name of the Manufacturer)
who are established and reputable manufacturers of.....
having factories at and do hereby
authorize M/s (who is the bidder submitting its bid pursuant to the
Tender issued by UCO Bank on behalf, to submit a Bid and negotiate and conclude a
contract with you for supply of equipments manufactured by us against the Tender
received from your bank by the Bidder and we have duly authorised the Bidder for
this purpose.

We hereby extend our guarantee/ warranty as per terms and conditions of the
TENDER Noand the contract for the equipment and
services offered for supply against this TENDER No..... by the
above-mentioned Bidder, and hereby undertake to perform the obligations asset out
in the TENDER No.....in
respect of such equipments and services.

Yours Faithfully

Authorised Signatory

(Name:

Phone No.: Fax: E-mail:)

(This letter should be on the letterhead of the Manufacturer duly signed by an
authorized signatory)

Undertaking by the bidder

**The Deputy General Manager
UCO Bank,
Zonal Office Dehradun, Plot No. – 5, IT
Park, Sahastradhara Road
Dehradun-248001**

Sir,

Sub: TENDER for Supply & Installation of INVERTER Systems (Rate Contract) (TENDER REF. No. ZODEH/GAD/21-22/INVERTERS/02 dated 29.12.2021)

We submit our Bid Document herewith.

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for a period of 1 year from the date of issuance of the first Purchase Order.

If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in TENDER.

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

Undertaking Letter to the Bank on the vendor's letterhead

**The Deputy General Manager
UCO Bank,
Zonal Office Dehradun, Plot No. – 5, IT
Park, Sahastradhara Road
Dehradun-248001**

Sir,

**Sub: TENDER for Supply & Installation of INVERTER Systems (Rate Contract) (TENDER
REF. No. ZODEH/GAD/21-22/INVERTERS/02 dated 29.12.2021)**

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

We hereby agree to comply with all the terms and conditions / stipulations as contained in the TENDER and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding onus.

Yours faithfully,

Authorized Signatory
Designation
Bidder's corporate name

Eligibility Criteria

| Sl | Eligibility Criteria | Document to be submitted |
|-----------|--|---|
| 1. | The bidder must be any registered Firm (proprietorship/partnership/etc.) or a Limited Company, registered in India under the companies Act 1956 / 2013 (Proof required) OR MSME Entrepreneur | Certificate of Incorporation, Registration certificate, etc. depends on nature of the Firm. |
| 2 | The bidder should be registered with GSTIN. | Copy of GSTIN Certificate |
| 3. | The bidder should be an OEM or their authorized representative/Dealers /Distributors. | In case of an authorized representative, a letter of authorization (MAF) from original manufacturer must be furnished in original duly signed & stamped (As per Annexure –B). If the bidder is Authorised Dealer/Distributor of OEM (not OEM), then its office must be situated in Dehradun for further assistance during warranty period. |
| 4 | The bidder should have posted net profit in at least two years out of the last three financial years, i.e., 2018-19 & 2019-20 and 2020-21. | Certificate from Chartered Accountant stating Net Worth, Turnover and Profit/Loss for last 3 financial years. |
| 5. | The bidder should have a minimum yearly turnover of Rs.1.5 crores for last three financial years, i.e., 2018-19, 2019-20 and 2020-21. | And Balance Sheets for last 3 years, i.e., 2018-19, 2019-20 and 2020-21 (Audited/unaudited based on Turnover guidelines). |

| | | |
|----|---|---|
| 6. | The bidder should not have been debarred / blacklisted by any Bank/Central Govt. and any of the State Govt. Organizations in India for non-performance or any other reason as on date of submission of bids is not eligible to participate. | An undertaking to this effect in the Firm/Company's letterhead signed by authorized signatory. Satisfactory working certificate issued by any Bank/Govt. Organization in last two years i.e. 2019-20 & 2020-21 to be submitted by the bidder. |
| 7. | The bidder or OEM should have well equipped service network to cater for service related complaints within 24-48 Hrs to support the branches situated in all districts of Uttarakhand. | A letter of undertaking to be given by the bidder. |
| 8. | The bidder should have executed orders in last three years aggregating to not less than Rs. 30 Lakh for last three financial years, i.e., 2018-19, 2019-20 & 2020-21 . Of the above, orders aggregating to Rs. 10 Lakh should be from Govt./Public Sector Organizations for Supply & Installation INVERTER System. | Related Purchase Order copies/ copies of related invoices to be submitted. |
| 9. | The OEM should have Annual turnover of at least Rs. 2000 Crores | Copy balance sheet issued by OEM. |

TECHNICAL SPECIFICATIONS**TENDER for Supply & Installation of INVERTER Systems (Rate Contract) (TENDER REF. No. ZODEH/GAD/21-22/INVERTERS/02 dated 29.12.2021)****Item: INVERTERS**

| SI No | Parameter | Minimum Technical Specification s | Offered Specification | Compliance (Y / N) |
|----------|--|--|--------------------------|-----------------------|
| 1 | The INVERTER System shall consist of the following | a) Converter / Rectifier b) Battery Charger c) By-pass switch | | |
| 2 | The design of the INVERTER should be based on | Pure Sine wave inverter of Luminous/Exide/Su-Kam/Microtek/Amara/Raja or other Reputed Brand | | |
| 3 | Input voltage should be | 110volts to 280 volts | | |
| 4 | Input frequency | 50 Hz +/- 10% | | |
| 5 | Output voltage should be | 215volts +/- 10V | | |
| 6 | Output Frequency should be | 50 Hz +/- 0.5% | | |
| 7 | The load power factor range should be | 0.8 | | |
| 8 | Response time should not be | > 20 milliseconds. | | |
| 9 | Protection | Battery Over Charge, Over temperature, Short Circuit, Mains MCB Tripped, Low Battery Voltage . | | |
| 10 | Overall efficiency of INVERTER should be | >80% | | |
| 11 | Retransfer to Inverter | Should occur automatically when overload / cause of inverter trip is removed. | | |
| 12 | There must be built-in limiting features to make the INVERTER short circuit proof. | There should be mechanism installed. | | |
| 13 | Charging | The charger should have the facility to charge the batteries within 10 - 12 hours from total discharge. | | |
| 14 | The INVERTER shall have the following protection features, | Protections against 1. Inverter under / over voltage 2. Output short-circuit 3. Battery over-charging | | |

TENDER For Supply & Installation of Inverter Systems (Rate Contract)**TENDER REF NO: ZODEH/GAD/21-22/INVERTERS/02 Date: 29/12/2021**

| | | | | |
|----|---|---|--|--|
| | supervisory indications, controls and metering. | 4. Battery low voltage/current | | |
| | | Controls | | |
| | | 1. Inverter on / off switch | | |
| | | 2. By-pass / Inverter | | |
| | | 3. MCB for input on / off | | |
| | | Metering : Digital panel meter / LCD panel meter duly calibrated, upto 1.5% accuracy class to indicate | | |
| | | 1. Input / output voltage | | |
| | | 2. Input / Output A.C. current | | |
| | | 3. Output frequency (digital) | | |
| | | 4. D.C. Battery voltage / D.C. Charging / discharging current. | | |
| 15 | Noise level should be | <55 db. | | |
| 16 | Batteries | i) Tubular batteries 150AH each specifically Recommended for use with INVERTER, topping up of Batteries should be done by seller quarterly or earlier if necessary. iii) With suitable rack to house batteries. iv) The battery should be of reputed brand. | | |

Note: Bidder should specify the actual specification offered by them merely writing Yes/No in the offered specification column will not be treated as compliance.

Annexure - G
Item: INVERTER (as per PART- IV)

Commercial Format

| S. No. | Particular | Price(Rs.) |
|--------|--|------------|
| 1. | Supply & Installation _____ KVA/ _____ V Inverter and other accessories as per manufacturer specification (for 1 Unit) Make _____ Model _____ | |
| 2. | Battery 150AH Make _____ Model _____ Nos. (as per capacity of inverter) _____ Rate for each Battery Rs. _____ | |
| 3. | Battery stand (Made of Iron) | |
| 4. | GST (on Inverter) _____ % | |
| 5. | GST (on Batteries) _____ % | |
| 6. | GST (on Battery stand) _____ % | |
| 7. | Total Basic Amount excl. GST (1+2+3) | |
| 8. | Total GST (4+5+6) | |
| 9. | TOTAL Amount (7+8) | |

Note:

1. Unit Price & AMC quoted should be exclusive of GST and should be quoted in INR.
2. Above Annexure (Commercial format) should be filled separately for each type of Inverter System.
3. Lowest Bidder (L1) will be determined on the sum of Unit Price along (Row 9)
4. The bidder should strictly quote for Unit Price with 2 years comprehensive warranty for Inverter & 3 Years for Batteries.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's TENDER dated 29.12.2021 and subsequent pre-bid and amendments.

Seal
Date

Authorized Signatory
Name & Designation:

Annexure – H**TENDER for Supply & Installation of INVERTER Systems (Rate Contract)
(TENDER REF. No. ZODEH/GAD/21-22/INVERTERS/02 dated 29.12.2021)**

| List Maintenance and Service support / Offices/Centre in Uttarakhand | | | | |
|---|-------------|-------------------------------|--|--|
| Sl no. | Name | Owned / Franchise /OEM | Phone/ Mobile/Fax No, and E-mail with communication address | Status of Office Working Days & hours |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |

Compliance Chart

Compliance chart for submitting TENDER for Supply & Installation of INVERTER Systems (Rate Contract) (TENDER REF. No. ZODEH/GAD/21-22/INVERTERS/02 dated 29.12.2021)

| SI No. | Particulars | Compliance Status (Yes / No) |
|---------------|--|-------------------------------------|
| 1. | Are Eligibility, Technical & Commercial bid submitted under separate sealed envelopes? | |
| 2 | Is the Technical bid made in conformity with technical requirements as per Annexure F? | |
| 3. | Whether Model No. & Bill of Material are mentioned in Commercial Bid document? | |
| 4. | Are the Technical & Commercial Bids organized properly? | |
| 5. | Are all the pages numbered properly and signed and stamped? | |
| 6. | Is EMD submitted? | |
| 7. | Is DD for EMD & Cost of TENDER submitted in a separate sealed envelope? | |
| 8 | Duly signed Annexure –A,B,C,D E,F,G,H,I J,K,L,M,N,O is enclosed | |
| 9. | Are document in support of all eligibility criteria submitted? | |

Signature of Bidder:

Place:

Name: _____

Date:

Business Address: _____

NON DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into on this....day of2021.

BETWEEN

UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001 and Zonal office at other places at Dehradun hereinafter referred to as **the 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 FIRST PART/ DISCLOSING PARTY**

AND

.....
 (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**

(Each of Bank and the vendor is sometimes referred to herein as a —**Party** and together as the —**Parties**).

WHEREAS the Vendor/Receiving Party is *inter alia* engaged for Supply & Installation of Inverter Systems (Rate Contract) as per the terms and conditions specified in the **TENDER REF. No. ZODEH/GAD/21-22/INVERTERS/02 dated 29.12.2021**. The Vendor/Receiving Party would be the single point of contact for this project.

WHEREAS Bank/Disclosing Party is *inter alia* engaged in the business of Banking; and

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for Supply & Installation of INVERTER Systems (Rate Contract) to the Bank.

WHEREAS the Parties recognize that each other's business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary information would substantially injure a Party's business, impair a Party's investments and goodwill, and jeopardize a Party's relationship with a Party's clients and customers; and

WHEREAS in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

NOW THEREFORE the Parties hereto, in consideration of the promises and other good and valuable consideration, agree such information shall be treated as follows:

1. Confidential Information. “**Confidential Information**” shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.

2 Use of Confidential Information. The Vendor/Receiving Party agrees not to use the Bank/Disclosing Party's confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.

3 Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the —**Receiving Party**) shall, for contract period of three(3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use(except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

(a) restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and

(b) advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.

(c) use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

4 Exclusions. The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that:

(a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;

(b) is or becomes publicly known through no unauthorized act of the Receiving Party;

(c) is rightfully received from a third Party without restriction and without breach of this Agreement;

(d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;

(e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;

(f) is approved for release by written authorization of the Disclosing Party; or

(g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

5 Return of Confidential Information. All Confidential Information and copies and extracts of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

6 Ownership of Information. The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

7. No License Granted. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

8 Breach. In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within 30 days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

9. Arbitration and Equitable Relief.

(a) Arbitration: The Parties shall Endeavour to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under from time to time. The arbitration shall be held in Dehradun. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.

(b) Equitable Remedies: The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/laches of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:

- i) to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and
- ii) to specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other shall be required in obtaining such equitable relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

(c) Legal Expenses: If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

(d) Indemnification: The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.

10. Term: This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).

11. No Formal Business Obligation: This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

12 General Provisions

(a) Governing Law This Agreement shall be governed by and construed in accordance with the laws of India.

(b) Severability If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.

(c) Successors and Assign This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.

(d) Headings: All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

(e) Entire Agreement: This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

(f) Jurisdiction of Court: All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts of Dehradun only.

(g) Two original sets of Non Disclosure Agreement are executed and retained by either parties, Bank and _____(the selected bidder)

The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.

For and on behalf of

.....

Signature:_____

Name:_____

Designation:_____

Date:_____

For and on behalf of

.....

(The selected bidder)

Signature:_____

Name:_____

Designation:_____

Date:_____

PRE CONTRACT INTEGRITY PACT**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of....., 20 ____between, on one hand UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 and Zonal office at other places at Dehradun {hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.....represented by Shri.....(hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Zonal Office Dehradun, performing its functions on behalf of UCO BANK.

Now, therefore, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any

TENDER For Supply & Installation of Inverter Systems (Rate Contract)

TENDER REF NO: ZODEH/GAD/21-22/INVERTERS/02 Date: 29/12/2021

material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 12 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 13 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the

Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual or company in respect of any such intercession, facilitation or recommendation.
- The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

- The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Previous Transgression

- The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.
- The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Earnest Money (Security Deposit)

- While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in TENDER) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
 - (i) Bank Draft or a Pay Order in favour of _____;
 - (ii) Any other mode or through any other instrument (to be specified in the TENDER).
- The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of

Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

- No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

Sanctions for Violations

- Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
 - (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of UCO Bank, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
 - (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the UCO Bank for a minimum period of four years, which may be further

extended at the discretion of the BUYER.

- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- The BUYER will be-entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
 - The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in

force relating to any civil or criminal proceedings.

Validity

- The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at-----on-----.

BUYER

Name of the Officer

Designation

Deptt

Witness

1.

2.

BIDDER

Authorised Signatory

Witness

1.

2.

Undertaking for Non-Blacklisting / Non-Debarment of the bidder

To,

**The Deputy General Manager
UCO Bank,
Zonal Office Dehradun, Plot No. – 5, IT
Park, Sahastradhara Road
Dehradun-248001**

Dear Sir(s),

**Sub: TENDER For Supply & Installation of INVERTER Systems (Rate Contract) (TENDER
REF. No. ZODEH/GAD/21-22/INVERTERS/02 dated 29.12.2021)**

- a) We, M/s_____, the undersigned, hereby confirm that we have read and understood the eligibility criteria and fulfill the same.
- b) We further confirm that all the information as per requirement of the Bank have been included in our bid.
- c) Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- d) We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- e) We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.

(Deviation to the above if any, the Bidder must provide details of such action(s))

(1)

(2)

(Signature and the capacity of the person duly authorized to sign the bid for and on behalf of)

Undertaking to abide by all By-Laws / Rules / Regulations

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

**The Deputy General Manager
UCO Bank,
Zonal Office Dehradun,
Plot No. – 5, IT Park, Sahasradhara
Road
Dehradun-248001**

Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements

In consideration of UCO Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, BTM Sarani, Kolkata-700001 and Zonal office at other places at Dehradun (hereinafter referred to as —Bank which expression shall include its successors and assigns), we, M/s....., having its Registered Office at... ..,do hereby, having examined the TENDER including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever 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 arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

Dated this _____ day of _____, 20_____.

Place:

For M/s.

.....

[Seal and Signature(s) of the Authorised Signatory (s)]

Deed of Indemnity

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

THIS DEED OF INDEMNITY made on this _____ day of _____, 2021.

BETWEEN

M/s _____, having its Registered Office at _____ represented by the Authorized Signatory, Mr./Mrs. _____ (Designation) (hereinafter referred to as **Indemnifier** which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its administrators, successors and assigns) of the **ONE PART;**

AND

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 and Zonal office at other places at Dehradun represented by the Authorized Signatory of its General Administration Department, Mr. _____, _____ (Designation) (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 **OTHER PART**

WHEREAS Bank had, vide its TENDER No. ZODEH/GAD/21-22/INVERTERS/02 Date: 29/12/2021 invited bids from the eligible Bidders for selection of Vendor having proven past experience and competence in the field of Supply & Installation of INVERTER Systems on Rate Contract basis in the Bank to be used by its Branches / Offices in all District of Uttarakhand.

AND WHEREAS the Indemnifier has:

- A. offered to provide the services to the Bank in terms of the above mentioned TENDER and subsequent amendments /corrigendum's/ clarifications etc.;
- B. represented and warranted that it has all permissions, consents, approvals and license from all authorities, both regulatory / statutory and non-regulatory, for providing the services to the Bank in terms of the above mentioned TENDER and subsequent amendments /corrigendum's/ clarifications etc.;
- C. represented and warranted that the Services to be provided to Bank will not violate any provisions of the applicable laws, regulations or guidelines including laws relating to Intellectual Property Rights, legal & environmental and in case there is any violation of any law, rules or regulation, which is capable of being

remedied, the same will be got remedied immediately during the tenure of contract to the satisfaction of Bank;

- D. represented that the Vendor has adequate resources and sufficient knowledge, expertise and competency in the field for Supply & Installation of INVERTER Systems on Rate Contract as per the scope mentioned in the TENDER document(s) and legally competent to enter into Contract with the Bank;

WHEREAS the Bank, relying and based on the aforesaid representations and warranties of the Indemnifier, has agreed to avail the Services from the Indemnifier on the terms and conditions more particularly described in the Master Contract dated

WHEREAS one of the conditions of the said Master Contract dated is that the Indemnifier is required to furnish an indemnity in favour of the BANK indemnifying the latter against all claims, losses, costs, actions, suits, damages etc. arising due to or on account of indemnifier's breach of any of the terms and conditions of the Master Contract dated or violation of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to the BANK as also Indemnifier's misconduct, omission and negligence.

In pursuance thereof, the Indemnifier has agreed to furnish an indemnity in the form and manner and to the satisfaction of the BANK as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER: -

In consideration of Bank having agreed to award the Contract to the Indemnifier, the Indemnifier hereby unconditionally, absolutely and irrevocably agrees and undertakes that:-

1. the Indemnifier shall, at all times hereinafter, save and keep the Bank including its respective directors, officers, employees, agents and representatives harmless and indemnified, from and against any claim, costs, charges, damages, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said Contract and any loss or damage caused from and against all suits and other actions that may be instituted, taken or preferred against Bank by whomsoever and all losses, damages, costs, charges and expenses etc. 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 including those relating to

intellectual property rights, rules ,regulations, guidelines and also from the environmental damages, if any, which may occur or result during the contract period.

2. The Indemnifier further agrees and undertakes that the Indemnifier shall, ensure that all the permissions, authorizations, consents and licenses are obtained and renewed from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, rules, regulations, guidelines, orders framed or issued by the appropriate authorities.
3. If any additional approval, consent or permission is required by the Indemnifier to execute and perform the Contract during the currency of the Contract, the Indemnifier shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
4. The obligations of the Indemnifier herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Contract or other agreement, or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of the Bank or Indemnifier or any other circumstances whatsoever which might otherwise constitute a discharge or defense of an indemnifier.
5. The obligations of the Indemnifier under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release the Indemnifier from any of the indemnified obligations under this indemnity or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it or to the Bank).
6. This indemnity shall survive notwithstanding expiry or termination (for any reason(s) whatsoever) of the contract.
7. Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address as stated in the Contract and/or as stated above.
8. This indemnity and other non-contractual obligations arising out of this indemnity shall be governed by and construed in accordance with the laws of India. The Indemnifier irrevocably and unconditionally agrees that any legal action, suit or proceedings arising out of or relating to this indemnity shall be brought in the Courts/Tribunals at Dehradun. Final judgment against the Indemnifier in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by way of suit on the judgment/decreed, a certified copy of which shall be conclusive evidence of the judgment/decreed, or in any other manner provided by law. By the execution of this indemnity, the Indemnifier irrevocably submits to the exclusive jurisdiction of Court(s)/Tribunal(s) at Dehradun in any such action, suit or proceeding.
9. The Bank may assign or transfer all or any part of its interest herein to any other

person. The Indemnifier shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of the Bank.

IN WITNESS WHEREOF the parties herein have set their hands unto these presents on the day, month and year above written

Witnesses:

.....

(Signature & Seal of the authorised signatory Indemnifier)

.....

(Signature & Seal of the authorized signatory of the Bank)

Undertaking Letter to the Bank on the vendor's letterhead

**The Deputy General Manager
UCO Bank,
Zonal Office Dehradun, Plot No. – 5, IT
Park, Sahastradhara Road
Dehradun-248001**

Sir,

**Sub: TENDER For Supply & Installation of INVERTER Systems (Rate
Contract)
(TENDER REF. No. ZODEH/GAD/21-22/INVERTERS/02 dated 29.12.2021)**

We do hereby undertake that all the components / parts / assembly used in the proposed hardware along with the delivered items are original / new components / parts / assembly and that no refurbished / duplicate / second hand components have been used or would be used.

Yours faithfully,



Authorized Signatory
(Name & Designation, seal of the firm)
Date:

List of Our Existing Branches under Dehradun Zone

| S N | BRANCH NAME | DISTRICT |
|-----|---------------|---------------|
| 1 | KAUSANI | BAGESHWAR |
| 2 | BHIKIASEN | ALMORA |
| 3 | ALMORA | ALMORA |
| 4 | SAHARFATAK | ALMORA |
| 5 | NAINITAL | NAINITAL |
| 6 | DOIWALA | DEHRADUN |
| 7 | SRINAGAR | PAURI GARHWAL |
| 8 | SABHAWALA | DEHRADUN |
| 9 | RUDRAPRAYAG | RUDRAPRAYAG |
| 10 | GOPESHWAR | CHAMOLI |
| 11 | UTTARKASHI | UTTARKASHI |
| 12 | PITHORAGARH | PITHORAGARH |
| 13 | CHAMPAWAT | CHAMPAWAT |
| 14 | RANIKHET | ALMORA |
| 15 | HARIPUR KALAN | DEHRADUN |
| 16 | BAGESHWAR | BAGESHWAR |
| 17 | MUSSOURIE | DEHRADUN |
| 18 | JHAJRA | DEHRADUN |