



# **UCO BANK**

**Central Security Department  
Head Office-I, 10 BTM Sarani  
Kolkata-700001**

**REQUEST FOR PROPOSAL (RFP)  
For  
Supply, Installation & Maintenance of  
Public Address System**

**Ref. RFP: UCO/HO/SEC/2022-23/849  
Date: 15.11.2022**

The information provided by the vendors in response to this Request for Proposal (RFP) will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP. The Bank also reserves its right to accept or reject any or all the responses to this RFP without assigning any reason whatsoever. The Bank will evaluate the proposals by following such methods, criteria and rationale which, in its opinion, are in the best interest of Bank.

**DISCLAIMER**

While the document has been prepared in good faith, no representation or warranty, expressed 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 vendor's response. 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 Vendor.

## 1. BID DETAILS – CONTROL SHEET TABLE

<b>Tender Reference</b>	RFP Ref No: UCO/HO/SEC/2022-23/849 Date:15.11.2022
<b>Cost of Tender Document</b>	Rs.500/- (Rupees Five hundred Only)
<b>Earnest Money Deposit (EMD)</b>	Rs. 5,000/-(Rupees Five Thousand Only)
<b>Date of issue of RFP</b>	16.11.2022
<b>Date of commencement of sale of tender document</b>	16.11.2022
<b>Pre bid Meeting and Venue</b>	22.11.2022 at 3.00 PM at Central Security Department, Head Office, 2 <sup>nd</sup> Floor, 10 B.T.M. Sarani, Kolkata-1 during which issues relating to the rate contract will be discussed and clarifications if any will be furnished. Vendors are requested to attend the pre-Bid meeting, at their cost
<b>Last Date and Time for receipts of tender bids</b>	01.12.2022 at 03:00 PM
<b>Opening of Technical Bids</b>	02.12.2022 at 03:00 PM
<b>Opening of Commercial Bid</b>	Will be informed subsequently to eligible & technically qualified bidders through e mail.
<b>Website for Online RFP</b>	<a href="https://www.ucobank.com">https://www.ucobank.com</a> & <a href="https://www.tenderwizard.com/UCOBANK">https://www.tenderwizard.com/UCOBANK</a>
<b>Address of Communication</b>	AGM & Chief Security Officer, UCO Bank, Head Office-1, Central Security Department, 10 BTM Sarani, Kolkata-700 001 Contact No. 033-44557382/8031
<b>Bid to be submitted</b>	Tender box placed at above address
	<p>* Bidders who wish to participate in online tenders will have to register with the website (<a href="https://www.tenderwizard.com/UCOBANK">https://www.tenderwizard.com/UCOBANK</a>) through the "Register" link provided on the home page. Bidder will create login id &amp; password on their own in registration process.</p> <p>* Following facilities shall be provided to registered bidders by the service provider M/s Antares Systems Ltd:</p> <p>a) Support to the Bidders for participating in the bids through e-tendering Website.</p> <p>b) Call center support/ email/ phone/mobile etc. in all possible medium.</p> <p>c) Registration with the e-tendering website.</p>

	<p>d) User Manual / Training Kit to the Bidder.</p> <p>e) Any no. of users of Bidder organization can take support on the e-tendering system.</p> <p>f) Bidder who wish to participate in this tender need to procure Digital Signature Certificate (for Signing and Encryption) as per Information Technology Act-2000 and CVC guidelines using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact M/s Antares Systems Ltd. at below mentioned address and they will assist them in procuring the same.</p> <p>Bidders who already have a valid Digital Signature Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact</p> <p>Antares Systems Ltd.</p> <p>Registered Office at: #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore – 560079.</p> <p>Ph: - 080-49352000 / 40482000</p> <p>Fax: - 080-49352034</p> <p>Help Desk:</p> <p>Contact Person: Mr. Kushal Bose</p> <p>Mobile no. 9674758719</p> <p>Helpdesk: 9073677150/51/52</p> <p>Mail Id.: <a href="mailto:kushal.b@antaressystems.com">kushal.b@antaressystems.com</a></p>
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Note: In case the specified date of submission and opening of bids is declared a holiday in West Bengal, the bids will be received till the specified time on next working day and will be opened at 3.00 P.M. on the same day.

## 2. INTRODUCTION

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, and its Central Security Department at 2<sup>nd</sup> Floor of this building, hereinafter called "the Bank", is one of the leading public sector Bank. Bank vide this RFP invites competitive bids from eligible bidders for supply, installation & maintenance of public address system in its Head Office building.

### 3. VENDORS' ELIGIBILITY CRITERIA

- a) The vendor should be a profitable registered company / firm involved in supply, installation & maintenance of PA Systems for at least last 3 years. The annual turnover of the company must not be less than Rs. 20.00 Lacs per year, during last three financial years (2018-19; 2019-20 and 2020-21). Ensure to submit Balance Sheet of relevant period with **technical bid**.
- b) The vendor must have executed single order of Rs. 5.00 lacs or two orders of 2.5 Lacs more for the installation of PA Systems, in Central / State Government Department or Scheduled Commercial Banks in India during the last three years. An authenticated / verified copy of the Purchase Order and Completion Certificate(s) should be submitted with the **technical details**.
- c) The bidder should be an OEM or their authorized representative. In case of authorized representative, a letter of authorization from original manufacturer must be furnished along with the **Technical Bid** and the letter of authorization should not be more than one year old.
- d) The bidder should have presence in Kolkata with own Support Center for providing service support under this Contract.
- e) The vendor should have a back-to-back support from the OEM of the PA system with speaker. Any upgrade and updates for the next 3 years shall be made available by the vendor without any additional cost. The vendor should be equipped with "After Sales Service Centers" (SSC) in Kolkata with requisite spare parts etc., attach undertaking of the OEM. The selected Vendor shall have to cater total AMC contract for 5 years for the whole system.
- f) The vendor should submit Earnest money of Rs 5000/- in the form of Pay Order/ Draft favouring UCO Bank.

Bidder must comply with all above-mentioned eligibility criteria. Non-compliance of any of the above criteria will entail rejection of the offer summarily. **Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made.** Bank reserves the right to verify /evaluate the claims made by the vendor independently. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

### 4. SCOPE OF WORK

- a) The selected vendor will supply, install and maintain the Public Address System "**on turn key basis**" at our Executive Training Centre, Rajarhat, Kolkata during one year warranty period and **comprehensive AMC for 5 years** thereafter.
- b) The Vendor should indicate in his bid, the following particulars in addition to those called for in the System requirement and Technical Specifications:
  - a. Complete description of the working of the System/sub systems.
  - b. Requirement of equipment-wise electric power.
  - c. Required environmental conditions for safe operation/storage.

- c) The scope of work shall include shop testing, supply including testing and handing over, installation & commissioning of the equipment supplied as per Technical Specifications at the Bank's office buildings and at the location specified by the Bank.
- d) The Vendor shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the enclosed Technical Specifications and shall take full responsibility for the efficient operation and guarantee of the specified output of the equipment offered.

## **5. SCHEDULE OF IMPLEMENTATION**

The Bidder should deliver the PA system within 15 days from the date of purchase Order. The installation & commissioning of the project as per the scope of work shall be completed within 10 working days from the date of delivery of the system.

## **6. PAYMENT TERMS**

100% Payment shall be made after satisfactory installation & commissioning of the system subject to satisfaction of the bank in relation to compliance of technical specifications, terms & conditions by the vendor and functioning of the equipment.

## **7. WARRANTY**

Selected bidder should guarantee that the system delivered to the Bank is brand new, including all components. The selected bidder should provide one year comprehensive onsite warranty for system & its components. The warranty will be for a period of 12 months from the date of satisfactory commissioning of the PA system.

## **8. ANNUAL MAINTENANCE CONTRACT**

Selected vendor will have to take care of the annual maintenance for a period of 5 years of PA system after expiry of one year warranty period. For the AMC, vendor is required to quote AMC charges in the financial bid and 5 years AMC charges would be added with cost of equipment for evaluation of the financial bid. This is to be noted that AMC is quoted in lump sum amount and not as percentage of cost of equipment.

### **“General Terms regarding Warranty & AMC”**

- a. The vendor has to undertake to maintain the system supplied after the expiry of the initial after-sales on-site comprehensive-warranty period under this RFP for a further period of five years as per the rate quoted in this RFP.
- b. Under the warranty & AMC all spare parts & labour shall be covered for on-site support. If, for any reason, any component(s) of the system need(s) to be taken to vendor's service facilities, stand-by component(s) shall be provided for service continuity.
- c. During the warranty as well as the Annual Maintenance Contract (AMC) period, the vendor will have to undertake comprehensive maintenance of the system & its components supplied by the vendor. This service is to be provided on all the working days of the Bank between 10 a.m. to 5 p.m. notwithstanding the fact

whether or not on such days the vendor's office remains closed. Any breakdown call for support shall have to be attended by the vendor even if the request is made over telephone or SMS or by e-mail by the Bank within 24 hours (Response time). All the required items should be repaired within 48 hours (Resolution time). In case of vendor failing above standards, a stand by arrangement should be provided till the device is repaired. The vendor must adhere to the resolution time else, UCO Bank shall impose penalty.

- d. During the warranty & AMC period the vendor shall routinely provide on-site free Maintenance check-up of the components of the system(s) in each quarter counted from the date of acceptance of the system(s) by the Bank besides break down calls.
- e. The vendor shall be responsible for the OEM's warranty for all components constituting the system(s) against any defect(s) arising from designing, materials used, manufacturing, workmanship of assembling or any action or inaction/omission of the OEM/vendor or any defect that may develop under normal use of supplied system(s) during the warranty period.
- f. During the said warranty of one year, the vendor shall without any extra cost, carry out all routine and special maintenance of the PA system and attend to any difficulties/defects that may arise in the operation of the system.
- g. If the Vendor does not commence the rectification either by repair or replacement of such machines and puts back the systems into regular operation within 3 days on account of any breakdown due to failure/ repairs/ settings, a penalty at the rate of Rs 500/- per day from the date of reporting of defect will be imposed and the same will be deducted from the AMC charges. If the Vendor fails to rectify the defect within a reasonable time, the Bank may at its option, rectify the defects at the Vendor's expense. The Bank shall, in such a case, deduct from payment due to the Vendor the expenses incurred by the Bank for remedy of such defects without prejudice to the other rights of the Bank under this Contract.
- h. The defective or replaced parts shall be returned to the Vendor upon request and at his cost and responsibility. The Bank will, however, render such assistance in the matter to expedite the same.
- i. If the Vendor on account of the defects and/or repairs replaces certain items by changing the design or materials, such change shall not reduce the performance of the equipment as per the technical specification. The issue of acceptance certificate/inspection certificate/approval by the Bank shall in no way relieve the Vendor from the provisions of this clause.
- j. 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 cost to UCO Bank.

## **9. RFP DOCUMENT AND FEE**

- a) A complete set of RFP document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of Rs500/- (Rupees Five Hundred Only) in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata. Documents can be collected from Central Security Department, UCO Bank, Head Office-1, 10 BTM Sarani, Kolkata-700001. Phone no: 033-44558031/44557382, E-Mail: [hosecurity.calcutta@ucobank.co.in](mailto:hosecurity.calcutta@ucobank.co.in)

- b) RFP document may also be downloaded from the bank's official website [www.ucobank.com](http://www.ucobank.com). The bidder downloading the tender document from the website is required to submit a non-refundable fee of Rs500/- (Rupees Five Hundred Only) in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata, at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.
- c) BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be rejected summarily by the Bank.

## **10. EARNEST MONEY DEPOSIT**

The Bidder(s) must submit Earnest Money Deposit in the form of Demand Draft/Pay Order for amount of Rs 5000/- (Rs Five thousand only) in favour of UCO Bank payable at Kolkata. 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. The EMD of successful bidder will be returned on submission of Performance Bank Guarantee. The Earnest Money Deposit may be forfeited under the following circumstances:

- a) If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- 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; and / or
- c) In case of the successful bidder, if the bidder fails:
  - i. To sign the contract in the form and manner to the satisfaction of BANK
  - ii. To furnish performance Bank Guarantee in the form and manner to the satisfaction of BANK within the stipulated time period.

## **11. PERFORMANCE GUARANTEE**

The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 7 days from the date of acceptance of the order or signing of the contract whichever is earlier, for Rs. 15,000/- . The Performance Guarantee should be valid for a period of (12 Warranty period + 60 AMC period) 72 months. The Performance Guarantee shall contain a claim period of three months from the last date of validity. In case the selected bidder fails to submit performance guarantee within the time stipulated, the bank at its discretion may cancel the order placed on the selected bidder without giving any notice. Bank shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual

obligations during the period or Bank incurs any loss due to Vendor's negligence in carrying out his scope of work as per the agreed terms & conditions.

## 12. LIQUIDATED DAMAGES

Notwithstanding Bank's right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order. Liquidated damages for late commissioning at 1% (One percent) of the order value per week will be charged for every week's delay in commissioning to a maximum of 10% of the value of the order. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.

BANK reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Bank to the bidder. Liquidated damages will be calculated on per week basis.

## 13. CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENT

Prospective bidders may seek clarification on the RFP document by letter/email till the date and time mentioned in the bid control sheet. Prior to pre bid meeting date and time, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification/Amendment, if any, will be notified on Bank's website.

## 14. SUBMISSION OF OFFER –TWO BID SYSTEM (THROUGH E- TENDER)

Separate Eligible and Technical Bids duly sealed and superscribed as “**Eligibility Bid**” and “**Technical Bid**” respectively should be put in a single sealed outer cover duly sealed and superscribed “TENDER FOR INSTALLATION OF PA SYSTEM as per bid details given in the RFP. The bids shall be dropped/submitted at UCO Bank's address on or before the date and time given in Bid Detail- Control Sheet Table. Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder. All envelopes must also mention the following information:

- ❖ Name of Bidder
- ❖ Address of the Bidder with mail id
- ❖ Type of Offer (On Eligibility Bid and Technical Bid)
- ❖ Commercial bid- through e- tender only

The Technical Offer should be completed in all respects and contain all information asked for in the exact format of technical specifications given in the RFP, **except prices. The Technical Offer must not contain any price information.** 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 BANK in this regard shall be final, conclusive and binding upon the bidder. **The Commercial Offer should be submitted by e- Tender only** and should not contradict the Technical Offer in any manner.



**Note:**

- a) If the outer cover/envelop are not sealed & superscribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.
- b) If any inner cover/envelop of a bid is found to contain both technical & commercial bids (open) then that bid will be rejected summarily.
- c) If any outer envelop 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.
- d) Financial/commercial bid should be submitted through e- Tender only.

**15. 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 initialled / 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.

**16. BID OPENING AND EVALUATION CRITERIA**

The Bank will open the technical bids, **in presence of bidders representative(s) who choose to attend, at the time and date mentioned in Bid document** on the date and venue mentioned in page 2. The bidder's duly authorized representatives who are present shall sign the register evidencing their presence / attendance.

**17. TECHNICAL EVALUATION**

- a) The proposals will be evaluated in two stages. In the first stage, the evaluation of documents submitted by the bidders as part of technical bid will be done wherein Bank scrutinise the papers for compliance of procedure, submission of EMD, RFP fee, all annexure/appendices, balance sheets and all the terms & conditions of RFP.
- b) During the period of technical evaluation, bidders may be asked to provide more details and explanations about information provided in the technical bid. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation.
- c) The bidders short listed after documentary scrutiny would be asked to give demonstration of their product for ensuring compliance of technical specifications etc.

**18. COMMERCIAL EVALUATION THROUGH E- TENDER ONLY**

Commercial Bids of bidders, who would qualify in the technical evaluation stage i.e. scrutiny of documents & demonstration, will be considered for participation in Commercial Bidding. Evaluation of commercial/financial bid would be done by taking into consideration the cost of equipment and AMC charges for 60 months including all duties/levies except GST. Vendors to quote cost of equipment and

AMC charges including all duties/levies except GST. **Commercial Offers should be submitted through e- Tender only.**

## **19. SELECTION PROCESS**

Technically qualified bidder with the lowest quoted cost of the system during commercial bid will be considered as the L1 bidder.

## **20. CONTRACT PERIOD**

The contract period for services will be for a period of Six Years from the date of Agreement (one year warranty + five years AMC). The selected bidder need to execute an Agreement with Bank covering all terms and conditions of this RFP.

## **21. JURISDICTION**

The jurisdiction of the courts shall be Kolkata.

## **22. AUTHORIZED SIGNATORY**

The selected bidder shall indicate the authorized signatories who can discuss and correspond with BANK with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with BANK, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by BANK.

## **23. CANCELLATION OF TENDER PROCESS**

Bank reserves the right to cancel the RFP process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidders.

## **24. NON-TRANSFERABLE OFFER**

This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.

## **25. PERIOD OF VALIDITY OF BID**

Bids shall remain valid for 180 (one hundred eighty) days after the date of bid opening prescribed by BANK. BANK holds the rights to reject a bid having validity for a shorter period than 180 days as non-responsive, without any correspondence. In exceptional circumstances, BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable.

## **26. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER/BID**

BANK shall be under no obligation to accept the lowest or any other offer received in response to this notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. BANK has the right to re-issue tender/bid. BANK reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. 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 BANK in this regard shall be final, conclusive and binding upon the bidder.

## **27. FORMAT FOR TECHNICAL OFFER/TECHNICAL BID**

The Technical offer/Technical bid must be made in an organized and structured manner in the following form:

1. Index
2. Covering letter (Annexure –1)
3. Technical Offer (Annexure –2)
4. Copy of Manufacturer's Authorization letter (Annexure –3)
5. Letter to be submitted by OEM (Annexure-4)
6. Vendors General Information(Annexure –5)
7. Compliance to PA System Specifications (Annexure-6 )

Vendor should also enclose:

1. last 3 years Balance Sheet
2. Purchase order & Completion certificate for single order of Rs 5 lacs or 2 orders of 2.5 lacs and above, executed by him in last 3 years.

Vendors are requested to flag the details properly for convenience and vivid scrutiny of documents.

## **28. FORMAT FOR COMMERCIAL OFFER**

The commercial offer should be quoted in Indian Rupees as per the format given in Annexure –7.

The short listed bidder has to keep the finalized price valid for a period of 180 days from the date of the purchase order. There should not be any escalation due to fluctuation in foreign currency or change in duty structure or for any other reasons. However, impact of fall in prices, duties or any other external factors like downward movement of foreign exchange rates etc. would be passed on to the Bank suomoto.

## **29. Preference to Make in India**

The policy of the Govt. of India to encourage "Make in India" and promote manufacturing and production of goods and services in India, "Public Procurement

(Preference to Make in India), Order 2017 and the revised order issued vide GOI, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal trade, vide Order No. P-45021/2/2017-PP (BEI) dated 04.06.2020 will be applicable for this tender subject to fulfillment of all the eligibility and technical criteria.

**Authorised Signature and Seal of the bidder**

Date:

Place:

**Annexure- 1****Submission of R.F.P. (Request for Proposal)**

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Sir,

We have carefully examined all the RFP Documents for supply & installation of PA System at our Head Office, Kolkata and all the conditions stated in the instructions to Vendors, General Conditions of Contract, Technical Specifications, Time Schedules of Completion etc. as detailed in the RFP Documents.

We have noted that the time stipulated for completion of work, including installation thereof, in all respects and as mentioned in the 'Time Schedule' of completion and accept the same.

We enclose the details as asked for in the format given in Annexure-I duly signed by us along with supporting documents.

We also agree that our bid will remain valid for acceptance by the Bank for 180 days from the date of opening of RFP, and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. Should this RFP be accepted, we hereby agree to abide by and fulfill all the Terms and Conditions of the RFP and in default thereof authorize you to forfeit or pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the bid together with the written acceptance of the Contract. **We understand that you reserve the right to accept or reject any or all the RFPs either in full or in part without assigning any reason thereof.**

We enclose details of patent, trademark, registered designs, intellectual property rights, industrial property rights, copy rights held by us regarding any part of the desk top sorters.

We confirm that all the pages of the RFP document have been signed by the authorized signatory of the company. (Proof of authorization to be submitted)

We enclose a time schedule for delivery of the machines.

We enclose a copy of document in support of year of establishment of our company / firm.

We enclose compliance of Technical Specifications as per Annexure-6.

We agree to the 'Liquidated Damages' of this R.F.P.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022

For and on behalf of

\_\_\_\_\_  
 (with seal)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Place:

**DULY AUTHORISED SIGNATOR**

**Annexure – 2****(Letter to the Bank on the vendor's letterhead)**

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Dear Sir,

Sub: Your RFP for -----

Ref No.:

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the Bid, we hereby enclose our offer for the supply of ----- as detailed in system requirement and specification of your above referred Bid.

Sl No.	Item	Description of Item	Make of the Item	Model No.	Part No

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

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 Demand Draft No. / Pay Oredr no. for Rs 5000/- (Rupees Five thousand only) Favouring UCO Bank issued by -----Bank, -----Branch payable at Kolkata, towards Earnest Money Deposit.

Yours faithfully,

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

**Annexure – 3****Manufacturer's Authorization Form (MAF)**

No. \_\_\_\_\_

dated \_\_\_\_\_

To,

-----

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Dear Sir,

Subject: -----

Ref No. :

We \_\_\_\_\_ who are established and reputable manufactures of \_\_\_\_\_ having factories at \_\_\_\_\_ and \_\_\_\_\_ do hereby authorise M/s \_\_\_\_\_ (Name and address of Vendor /Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for Bid offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the Bid and the contract for the equipment and services offered against this invitation for Bid offer by the above firm and confirm that back to back Spare & Skill Arrangement has been made with M/s \_\_\_\_\_ for providing support services to UCO Bank under this contract.

Yours faithfully,

Authorized Signatories

(Name &amp; Designation)

Date :

for and on behalf of M/s \_\_\_\_\_

(Name of manufactures)

Note:

1. This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer.
2. Such MAF for all items offered for which the vendor is not an OEM, should be attached.

Date:

Place:

**Annexure –4****To be submitted by OEM**

No. \_\_\_\_\_

Date: \_\_\_\_\_

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-----

Dear Sir,

Subject: -----

Ref. No. : -----

We \_\_\_\_\_ who are established and reputable manufactures of \_\_\_\_\_ having factories at \_\_\_\_\_ do hereby certify that all the components / parts / assembly / software used in the PA System DVD, Speakers etc., are original with new components / parts / assembly / software and that no refurbished / duplicate / second hand components / parts / assembly / software are used or would be used.

We hereby extend our full guarantee and warranty as per terms and conditions of the bid and services, offered against this invitation by us. We also confirm that back to back spare & skill arrangement has been made with for providing support services of UCO Bank under this contract.

Yours faithfully,

Authorized Signatories  
(Name & Designation)  
Date:

For and on behalf of M/s \_\_\_\_\_  
(Name of manufactures)

Note:

This letter of authority should be on the letterhead of OEM and should be signed by a competent person of the manufacturer.

Date:



**Annexure – 5****VENDOR'S GENERAL INFORMATION**

(Information required to be filled by the Vendor)

1. Name of the vendor: \_\_\_\_\_
2. Year of commencement of business: \_\_\_\_\_
3. Whether ISO Certified? : Yes / No  
If yes, details: \_\_\_\_\_
4. Constitution of the vendor (Tick mark the applicable): Limited Company, Private Limited Company, Partnership, Sole Proprietorship or any other type \_\_\_\_\_
5. Vendor's Registered Address: \_\_\_\_\_
6. E-mail / Phone / Fax nos: E-mail: \_\_\_\_\_ Fax: \_\_\_\_\_  
: Phone Nos: \_\_\_\_\_
7. Details of authorized representative(s): \_\_\_\_\_
8. Name(s) and addresses of Director(s): \_\_\_\_\_
9. Whether registered with the Registrar of Companies/ Registrar of Firms? \_\_\_\_\_  
If so, mention number and date: \_\_\_\_\_
10. Whether Registered for VAT purposes? \_\_\_\_\_  
If yes, mention number and date: \_\_\_\_\_  
(Attach copies of VAT clearance certificate).
11. Is the firm a Manufacturer / Dealer / Distributor of PA systems.  
(Attach authenticated copies): \_\_\_\_\_
13. Net Profit (Rupees. In Lakhs)  
  
During FY 2019-20: \_\_\_\_\_  
During FY 2020-21: \_\_\_\_\_  
During FY 2021-22: \_\_\_\_\_
14. Total Turnover (Rupees. In Crores)  
  
During FY 2019-20: \_\_\_\_\_  
During FY 2020-21: \_\_\_\_\_  
During FY 2021-22: \_\_\_\_\_

15. Revenue earned from sale of PA Systems (Rupees in Crore)

During FY 2019-20: \_\_\_\_\_

During FY 2020-21: \_\_\_\_\_

During FY 2021-22: \_\_\_\_\_

16. No. Of Service Centers: \_\_\_\_\_

(Attach list of the Centers, their addresses, Contact person and Tele & Mobile Nos)

17. Office address at Kolkata with details of contact person:

### **DECLARATION**

1. I/We have read the instructions appended on the Performa and I/We understand that if any false information is detected at a later date, any future contract made between ourselves and UCO Bank on the basis of the information given by me/us can be treated as invalid by the bank and I/We will be solely responsible for the consequences.

2. I/We agree that the decision of the UCO Bank in selection of vendor will be final and binding on us.

3. All the information furnished by me/us hereunder is correct to the best of my/our knowledge and belief.

4. I/We agree that I/We have no objection if enquiries are made about the works listed by me/us in the accompanying sheets.

5. I/We understand that the amount of Earnest Money deposit shall be forfeited if I/We fail to accept the purchase order that may be awarded as L-I vendor, or failure to carry out the obligations for installation of the PA System.

**Signature Seal of the Vendor**

**(Note: Please ensure to attach copies of all relevant papers as proof of submission)**

**Annexure-6****PA System Specifications**

S.N.	Supply	Specifications	Compliance Yes/No
1	PA Music Horn Speaker	Input Power: 15W RMS/23W Max	
		SPL at 1khz: 106db/1W/1m	
		Freq. Resp: 275-7,000Hz	
		Impedance: 8Ω	
		Smaller in size & lighter in weight will be preferred	
2	Wall Mount Speakers	Power rating: 6W RMS/9W Max	
		Power Taps on 100V: 6/3/1.5W	
		Impedance: 1.6K/3.3K/6.6KΩ	
		Freq. Resp: 60-15,000Hz	
		SPL at 1khz: 92db	
3	Amplifier - 800 W, which can be connected to various input like a Microphone, PA Mixer, Keyboard etc; Having inbuilt 5 band graphic equalizer with tone on /off switch	AC & 36 V DC Operation	
		Power Output: 1150W RMS at 10%THD 770W RMS at 5% THD 725W RMS at 2% THD	
		Input Channels: Mic: 7 x Mic 0.8mV/4.7KΩ	
		Aux: 1 x Aux 100mV/470KΩ, 1 x Aux 250mV/20KΩ	
		1 x Line 1V/10KΩ	
		Freq. Resp: 50-18,000 Hz ± 3dB	
		Tone Controls: Bass: ± 8dB at 100Hz	
		Treble: ± 8dB at 10KHz	
		Speaker Output: 2 Ω ,4Ω, 8Ω,	
		Smaller in size & lighter in weight will be preferred	
4	MIXER- 6 Zone switcher/Paging control unit	Switching signal level- 100V	
		INPUT: 3 x APM- 201RM	
		Speech Amp (100 V)	
		Switches : 6 Zone selector switches, All Call, RESET, CHIME function	
		Controls: Mic Level, Chime level, Alarm level	
5	PA Microphone: Multi-purpose Microphone for general purpose PA applications like speech and music	Power supply: AC 220-240V, 50/60 Hz, DC 24V (2 x 12V Car Battery)	
		Freq. Resp: 50-7,000Hz	
		Sensitivity: 2.5Mv/pA	
		Impedance: 600Ω	
6	PDRIVE: 128 GB	Power Requirement: AC: 220-240V 50/60 Hz; DC: 24V Car Battery	
		ISI MARKED	
7	Power Cable	3 Core Power Cable	
8	Conduit and Accessories		

**Vendors Seal & Signature**

**ANNEXURE-7****FINANCIAL BID**

<b>SL No.</b>	<b>Items as per PA System Specification</b>	<b>Quantity</b>	<b>Unit Rate*</b>	<b>Total Amount*</b>
1	Wall Mount Speakers	20		
2	Amplifier + Mixer	01		
3	Zonal Paging Microphone	01		
4	Dynamic Microphone	01		
5	Pendrive	01		
6	Cable	1000 mtrs approx		
7	Conduit & Accessories	500 mtrs approx		
8	Installation Charges :			
9	<b>TOTAL</b>			
10	Comprehensive AMC Charges for FIVE Years after Warranty			
11	<b>GROSS TOTAL AMOUNT (Total of row 9+ row 10)</b>			

**\*Should be given through e-tender only. Price will be excluding GST.**

**Seal & Signature of the Vendor**

**Draft Agreement****Annexure- 8**

**THIS AGREEMENT** made at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 2022

**BETWEEN**

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

**AND**

"M/s. ...., a Company incorporated under the Companies Act \_\_\_\_\_, having its registered office at ..... India, represented by its Authorised Signatory, Mr. \_\_\_\_\_, \_\_\_\_\_(Designation) (hereinafter referred to as the "**VENDOR**", which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns and successors) of the **SECOND PART**".

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

**AND WHEREAS** the said work as mentioned in the work order have been accepted and signed by and on behalf of the Vendor.

**AND WHEREAS** the vendor has agreed to execute upon and subject to condition set forth herein and work order, General conditions of contract, special condition of contract, including all other conditions as mentioned, in the work order, specifications and all correspondence exchanged by or between the parties from the submission of tender till the award of work, both letter inclusive,(all of which are collectively hereinafter referred to as " the said conditions") the work described in the said specification and included in the tender at the rates therein set for in UCO Bank Work Order No..... dated .....2022 and amounting to the sum of Rs. ....(Rupees ..... only) inclusive of all Taxes .

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

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

**R.F.P.(Request For Proposal) no.**

**Corrigendum (if any) dated .....**

**GENERAL TERMS AND CONDITIONS:**

**1. Scope of work:** Supply, installation and Maintenance of Public Address System at Executive Training Centre, Rajarhat, Kolkata and UCO bank/offices located in Kolkata,. Supply order for the same will be issued by UCO Bank, Central Security Department, Head Office, Kolkata and on successful installation/delivery, necessary bills thereof will be settled by central security department / respective Offices of Bank, as per the location of delivery of the products.

**2. Award of Contract:**

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

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

**3. Duration of the Empanelment:**

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

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

**4. Supply Order & Terms of Payment ( Bank will not pay any advance):-** Supply order to be given by Head Office of UCO Bank/Traing center , to the selected vendor(s) in the Price Bid. Head Offices will disburse 100% payment to the vendor upon successful supply & installation, furnishing of bills, invoices ,receipts for all materials supplied duly certified by the Training center, to prove that the material purchased

are as mentioned in the specification in compliance to the terms of contract and/or Purchase Order and statutory deductions as per Rule.

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

#### **Modification of Work/Purchase Order:**

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

#### **6. Performance Bank Guarantee:-**

Vendor shall be liable to furnish a Performance Bank Guarantee of Rs 15,000 (Rupees Fifteen thousand only) only, as per enclosed format in Annexure-III, issued by any scheduled commercial bank other than UCO Bank valid for **39** months(validity period + claim period) either before or at the time of execution of this Agreement. If the contract is extended/ renewed after the completion of initial term, PBG shall be extended or renewed by the Vendor.

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

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

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

#### **7. Test for Performance:-**

Vendor gives its consent for the Bank to test one out of every 50 Safes supplied to the Bank by the company and to replace the Safe to be tested with a new Safe of the same class prior to the test free of cost of whatsoever nature.

a. Vendor will bear the cost of transporting the Safe to be tested from the Branch to the testing venue and bear the cost of testing charges to the testing agency.

The burglary resistance test shall be carried out by any of the Test Houses accredited to or approved by the Bureau of Indian Standards chosen at the discretion of the Bank.

b. In case any of the newly-supplied safe is cut or broken successfully by burglars, testing will be carried out immediately even without waiting for achieving target of 50. If the Safe fails the test, contract with the vendor will be cancelled immediately and the complete supply order will be returned to the vendor with 100% reimbursement to the Bank.

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

#### **9. GST Clauses:-**

a. Payments would be subject to withholding tax as per Income Tax Act, 1961, wherever applicable.

Prices or fees quoted in the purchase order shall be inclusive of all statutory levies, taxes, cess (such as Service Tax/VAT/CST/Excise Duty/Entry Tax/GST), as made applicable by Competent Authorities unless otherwise provided. Any future levy or increase in applicable taxes shall be to the account of the supplier / service provider.

From the date of enactment of Goods and Services Tax Act, GST<sup>1</sup> as applicable, only would be payable by the UCO Bank.

#### **General Terms & Conditions of GST regulation:**

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

The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN<sup>2</sup>. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with UCO Bank, then payments to Supplier/ Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time the accurate tax amount is finally reflected in the GSTN to UCO Bank's Account and is finally available to UCO Bank in



terms of GST laws and that the credit of GST so taken by UCO Bank is not required to be reversed at a later date along with applicable interest.

UCO Bank has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to UCO Bank for the fault of supplier shall be recovered by UCO Bank by way of adjustment in the consideration payable.

Supplementary invoices/debit note/credit note for price revisions to enable UCO Bank to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding financial year.

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

#### **10. Compliance of laws:**

The Vendor undertakes to comply with all Laws/Rules/Regulations/Bye – Laws/Notifications etc. for the time being in force.

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

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

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

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

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

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

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

### **13. LIQUIDATED DAMAGES:**

In case the vendor fails to deliver the material and its installation within one month from the date of acceptance of the work order, by fault of the vendors i.e M/s....., failing which liquidated damages for equipment not supplied will be levied at the rate of 1% of the cost of equipment for each completed week of delay or part thereof, subject to a ceiling of 10% (Ten percent) of the price of each equipment, accrual of which entitles us to rescind the contract.

### **14. FORCE MAJEURE:**

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

### **15. CANCELLATION/TERMINATION:**

(1) Bank reserves its right to cancel the work/purchase order and/ or terminate this Agreement by giving **30** days' prior notice in writing to the Vendor without prejudice to its rights and contentions available under this Agreement or under the Law (s) for the time being in force in the following circumstances: -

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

The vendor violates any Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.

The Vendor goes into liquidation, voluntarily or otherwise.

An attachment is levied or continues to be levied for a period of seven days upon effects of the contract.

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

If deductions of account of liquidated damages exceeds more than 10% of the total contract price.

In case the vendor fails to deliver the quantity as stipulated in the delivery schedule, Bank reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the vendor.

After award of the contract, if the vendor does not perform satisfactorily or delays execution of the contract, Bank reserves the right to get the balance contract executed by another party of its choice by giving **30** day's notice for the same. In this event, the vendor is bound to make good the additional expenditure, which bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

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

**(2) Notwithstanding anything contained hereinbefore, Bank shall have the right to terminate the contract at any time at its own convenience by serving a prior written notice of 30 days to the vendor without assigning any reason and without cost or compensation therefor.**

#### **16. CONSEQUENCES OF TERMINATION:**

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

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

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

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

### **17. Others Terms-**

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

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

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

### **18. Dispute resolution mechanism**

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

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

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

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

The Vendor shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue to

render the Service/s in accordance with the provisions of the SLA notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

### **19. Governing Laws & Jurisdiction of the court:**

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

### **20. Non-Disclosure:**

The Vendor must undertake that they shall hold in trust any information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such information.

### **21. Non Assignment:**

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

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

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

Signed on behalf of the UCO Bank  
vendor

By its duly authorized Officer

In presence of:

Signature.....

Name with address:

Signature.....

Name with address

Signature on behalf of the

1) Signature.....

Name with address:

2) Signature.....

Name with address: