

Draft Agreement

Article of agreement made this _____ day of _____ 2025

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

Whereas the Bank is desirous of executing Contract for _____ at UCO Bank Head Office _____ (hereinafter called "Bank")

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 _____ 2024 and amounting to the sum of Rs. _____ (Rupees _____ only) inclusive of all Taxes .

NOW IT IS HEREBY AGREED AS FOLLOWS:

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

- (a) Work order letter no- _____ dated _____
- (b) R.F.P.(Request For Proposal) dated _____
- (c) Corrigendum (if any) dated _____
- (d) Annexure attached to this RFP

Scope of work: Comprehensive Annual Maintenance contract (CAMC) of Flap barrier system for UCO Bank HO-I & HO-II buildings located in Kolkata including servicing and repair of the Flap barrier system

1 .Price and Taxes:

i) The price shall be firm and binding without any escalation through out the contract period i.e(Till Completion of Work).The prices (in Indian Rupees) should indicate All inclusive Price of the equipment [i.e. basic price, transportation, insurance (to cover equipment during the transit, installation at site and handing it over to the Bank), Duties, installation charges, comprehensive on site warranty of one year covering all parts, consumables, labour etc] GST should be shown separately . If the Bidders fails to include them in the tender, no claim thereof will be considered by the Bank afterwards.



ii) Additional Terms & Condition on GST are as follows:

- Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure that accurate transaction details, as required by GST laws, are timely uploaded in GSTN¹. 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 or otherwise.
- Supplementary invoices/debit note/credit note for price revisions to enable UCO Bank to claim tax benefit on the same shall be issued by Vendor 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 Vendor are found be to a black listed dealer as per GSTN rating system and further no payment shall be entertained.

2. Placement of Order/Letter Of Intent(LOI):

Bank will issue the LOI as per requirement accordingly with details terms & conditions.

3. Terms of Payment: AMC charges will be Rs..... per branch per year for the flap barrier system and will be Comprehensive AMC and will be paid quarterly to vendor

Bank will not pay any advance. Final payment will be released against Vendor's bill after satisfactory completion of the project of the full quantity, subject to compliance of terms of contract by the contractor and statutory deductions as per Rule.. No payment shall be made until the Bank Guarantee and original papers of insurance are furnished.

4.a. Performance Bank Guarantee:

Successful Bidders will have to submit a performance Bank Guarantee equivalent to 10% of work order value prior to or at the time of execution of the Agreement for five years with a claim period of further three months (Defect Liability Period will be started from the date of virtual completion of work). The Bank Guarantee to be issued by any Nationalized Bank or any scheduled commercial Bank banking in India other than UCO Bank or its



subsidiary, as per enclosed format in Annexure-IX . Any defect in the work or operational service, arising out during the period and not attended by the contractor 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 and or by invoking the B.G. The performance Bank Guarantee will be returned to the contractor after Defect Liability Period . Bank has the right to invoke the BG for any non-compliance of the terms & conditions of this RFP or the Contract to be executed between the selected bidder and the Bank at any point of time without prejudice to its other rights and remedies available under the Contract and/or the Law (s) for the time being in force.

4.b Insurance: Successful bidder will insure the work with third party liability, at their own cost in joint name of the Bank with 1st name being of 'UCO Bank', within 14 (Fourteen) days from the date of issue of this work order or handing over of site which ever is later and keep the same valid until virtual completion of the work, by an 'ALL RISK' insurance policy for full value of the contract. The insurance policy is to be submitted to us in original.

4.C. Execution of Agreement: The successful bidders will have to execute an Agreement with Bank in non-judicial stamp paper of requisite value purchased in favour of the vendor or UCO Bank and as per the draft of Agreement as per Annexure-VIII which should be notarized.

5. INTEGRITY: Integrity Pact(IP) as per Bank's format as per Annexure-V on Non-Judicial Stamp Paper of appropriate value has to be submit under Part-I(Technical Bid) of Tender documents. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Integrity Pact shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of Integrity Pact is attached as Annexure for strict compliance.

Each and Every bidder has to execute pre contract integrity pact as per Bank's format as per (Annexure-V) on non-judicial stamp paper of appropriate value.

6.Taxes and Duties: The bidder will be entirely responsible to pay all taxes whatsoever in connection with delivery of the services at the sites including incidental services and commissioning. Wherever the laws and regulations require deduction of such taxes at the source of payment, Bank shall effect such deductions from the payment due to the vendor. The remittance details of amount so deducted and issue of certificate for such deductions shall be made by Bank as per the laws and regulations in force.

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

7.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



8. CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT: Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till the date and time mentioned in this RFP. Further, at least 7 days prior to the last date for bid-submission, 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 and such notification shall be deemed to be sufficient notice to all. No individual communication will be sent to any bidder in this regard. On the issue of any such notice regarding modification of contents of RFP, this RFP shall be read as if such modification were part of the original RFP.

10. TERMINATION FOR DEFAULT(S)

- a) Unnecessary or unwarranted delay in execution of the work allotted.
- b) Delay in providing the requisite manpower at the Bank's site.
- c) The vendor violates any Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- d) Breach of trust is noticed during any stage of the consultancy assignment.
- e) The selected bidder commits a breach of any of the terms and conditions of the bid.
- f) The selected bidder goes in to liquidation voluntarily or otherwise.
- g) An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- h) If it is found at any stage that the bidder has concealed any important information or has submitted any false information or declaration particularly regarding any pending legal action or blacklisting status.
- i) If there is any conflict of interest.
- j) An attachment is levied or continues to be levied for a period of seven days upon effects of the contract.



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

In addition to the cancellation of work order/termination of the master contract, the Bank reserves the right to appropriate the damages from the earnest money deposit (EMD) provided by the selected bidder and/or forfeit the Performance Bank guarantee furnished by the vendor or other wise. The Bank also 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 pending bills and security deposit, if any, under this contract or any other contract/order.

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 15 days to the vendor without assigning any reason and without cost or compensation therefor.

11. CONSEQUENCES OF TERMINATION: The Bank at its sole discretion shall invoke the Performance Guarantee, and the Indemnity furnished towards non performance/non Compliance of the terms and conditions of the work order/contract by the Contractor/Vendor, without prejudice to its rights and conditions available under the Law for the time being in force.

12 Date of Commencement of work: The work shall be deemed to be commenced from seventh day from the date of receipt of work order or handing over of site which ever is earlier. The work should be started in consultation with H.O-GAD.

13. Time of Completion: 8 (Eight) months from the stipulated date of commencement of the work.

14.RESPONSIBILITY FOR COMPLETENESS: Any supplies and services which might not have been specifically mentioned in this R.F.P/tender / contract but are necessary for the design, manufacture, supply, testing, handing over, operationalizing, performance or completeness of the contract, shall be provided / rendered as per the time schedule for the efficient and smooth operation and maintenance of the system under Indian conditions. The approval by the Bank at any stage for any supplies by the vendor shall not relieve the vendor of his obligation.

15. DISPUTE RESOLUTION MECHANISM: The Vendor 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 in writing 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 designated officials of the Bank /Purchaser and the Authorised Official of the Bidder. 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, does not settle by negotiation in the manner as mentioned above, the same shall be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of



negotiations. Arbitration shall be held in Kolkata 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 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 arbitrators shall hold their sittings at Kolkata.

The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement. 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 and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement.

15. GOVERNING LAWS AND JURISDICTION: This contract shall be governed by and construed in accordance with the Laws of India for the time being in force 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 at Kolkata.

16. NOTICES: Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by either hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

17. PUBLICITY: Any publicity by the bidder in which the name of Bank is to be used should be done only with the explicit prior written permission of Bank. The Vendor shall not make or allow to make a public announcement or media release about any aspect of the Contract unless BANK first gives the Vendor its prior written consent.

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

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
3. 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 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 this, provisions relating to indemnity, confidentiality survive termination of the contract.

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

- To maintain and use the Information only for the purposes of this 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.

20. 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. There will not be any type of outsourcing.

The bidder should also submit an undertaking to the effect that he has not made any modification in the original copy of RFP and his bid would be liable for rejection for any violation of the above.

21. PERIOD OF VALIDITY OF BID: Bids shall remain valid for Ninety days after the date of bid opening prescribed by BANK. BANK holds the rights to reject a bid valid for a period Ninety 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. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

22. ADDRESS OF COMMUNICATION: Offers/bid should be addressed to the address given in this RFP





29. Signing of Contract/Agreement

- BANK shall own the documents, prepared by or for the selected bidder arising out of or in connection with the Contract.
- Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by BANK, the Vendor shall deliver to BANK all documents provided by or originating from BANK/ Purchaser and all documents produced by or from or for the Vendor in the course of performing the Service(s), unless otherwise directed in writing by BANK at no additional cost.
- The selected bidder shall not, without the prior written consent of BANK/ Purchaser store, copy, distribute or retain any such Documents.
- The selected bidder shall preserve all documents provided by or originating from BANK/ Purchaser and all documents produced by or from or for the Vendor in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of UCO BANK/ Purchaser in this regard.

28. OWNERSHIP AND RETENTION OF DOCUMENTS

27. SUBCONTRACTING: The Bidder will not subcontract or delegate or permit anyone other than the Bidder personnel to perform any of the work, service or other performance required of the Bidder under this agreement without the prior written consent of the Bank and the bank's decision in this regard will be final and acceptable to the bidder.

26. COSTS OF PREPARATION & SUBMISSION OF BID: The bidder shall bear all costs for the preparation and submission of the bid. BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

25. 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.

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.

BANK has the right to re-issue tender/bid.

24. 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 offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever.

BANK may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and BANK reserves the right for such waivers.

23. PRELIMINARY SCRUTINY: 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.

The successful bidder / Contractor is required to enter into a Contract as per Bank's prescribed format within 15 days from the date of acceptance of Bank's offer valid upto completion of job effective from the date of execution of contract, unless terminated earlier by the Bank by serving 15 days prior notice in writing to the Contractor/ selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor.

The failure, delay or evasion on the part of the successful bidder to execute the Contract within the period mentioned will entitle the Bank to forfeit the Earnest Money deposited by the successful bidder/Consultant, without further notice to the successful bidder/ Consultant. Further, the failure, delay or evasion on the part of the successful bidder / consultant to commence project within 15 days from the date of execution of the Master Contract will result in termination of the Contract and invocation of the Bank Guarantee by the Bank without prejudice to its other rights and remedies available under the contract and/or Law(s) for the time being in force.

30. Bank reserves the right to the following:

Bank reserves its rights, without giving any reason whatsoever and without any cost or compensation therefor, to.

- Reject any or all proposals received in response to the RFP
- Reject the proposals received in response to the RFP containing any deviation from the payment terms as stipulated in RFP.
- Waive or Change any formalities, irregularities, or inconsistencies in RFP.
- Extend the time for submission of proposal.
- Modify the RFP document, by an amendment that would be notified on the Bank's website.
- Independently ascertain information from the Banks and other institutions / companies to which the bidder has already extended IFRS / Converged Indian Accounting Standards (IND-AS) services for similar assignment.
- Modify the time period stipulated above for completion of assignment during the execution of assignment if it deems fit.

31. Forfeiting of Bid Security/EMD: The Bid security/EMD may be forfeited: -

a) if a Bidder withdraws its Bid during the period of Bid validity specified in the RFP

or

- b) if it was found that the successful Bidder had made any statement or had enclosed any documentary evidence which turns out to be false/incorrect at any time till the bank's final settlement of the bills submitted by the bidder, for the audit assignment undertaken by the bidder.
- c) The bid security amount will be forfeited if the vendor refuses to accept work order or having accepted the work order fails to carry out his obligations mentioned therein.

32. Compliance Confirmation: The Bidder must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in the RFP .



33.Proposal Ownership: The proposal and all supporting documentation submitted by the bidders shall become the property of the Bank. The proposal and documentation may be retained, returned or destroyed as the Bank decides.

1.1 34.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.

35. Others Terms-

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

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

D. The Vendor shall at all times indemnify and keep indemnified Bank any claims in respect of any damages or compensation payable in consequences of any accident or



injury sustained or suffered by its (Agency) employees or agents or by any other 3rd Party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.

E. Governing Laws & Jurisdiction of the court

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

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

G. Non-Disclosure: The Vendor must undertake that they shall hold in trust any information received by them, under the Contract/Agreement, and shall maintain confidentiality of such information.

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

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

Signed on behalf of the UCO Bank

Signature on behalf
of the vendor
in presence of:

By its duly authorized Officer
In presence of:

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

Name with address:

Name with address:

2) Signature..... 2) Signature.....

Name with address

Name with address



FORMAT OF BANK GUARANTEE

To:

The

.....

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(To be stamped in accordance with the stamp act)

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt M/s..... (Name of the vendor Company) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the vendor company) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment of performance & Test of Guarantee by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees..... Only).

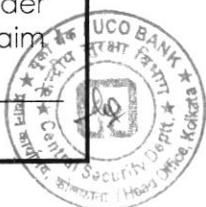
We,..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of [VENDOR] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.

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

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

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

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





1. Selected PSA must ensure that the Seal and Employee Code No. of the Signatory is put by the bankers, before submission of the Bank Guarantee.
2. Bidder guarantee issued by Banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.

Note:

(Bank's Authorized Official with
Bank's Seal)

Yours' faithfully,
For and on behalf of

8. Dated the day of for..... [indicate the name of Bank]
- (date of expiry of Guarantee including claim period).
- !!! We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before
- !!! This Bank Guarantee shall be valid upto and
- (Rupees.....) only.
- i) Our liability under this Bank Guarantee shall not exceed Rs.....
- Notwithstanding anything contained herein:

of UCO BANK in writing.
lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

7. We, [indicate the name of Bank ISSUING THE GUARANTEE]
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the

VENDOR.

relating to sureties would, but for this provision, have effect of so relieving us.

or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said VENDOR or by any such matter or thing whatsoever which under the law

5. We [indicate the name of bank ISSUING THE GUARANTEE]
- and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said VENDOR and to forbear
- period), we shall be discharged from all liabilities under this guarantee thereafter.

CHECK LIST OF DOCUMENTS TO BE SUBMITTED (Through GeM)

Sl No	Particulars	Compliance (Yes/No)
1.	Registration Certificate as per companies Act	
2.	Detail list of Branch Offices, Head Office of the PSA at Kolkata/West Bengal with Telephone Number & contact numbers	
3.	Empanelment List with Banks/other organizations: Supply orders for past 05 years	
4.	Copies of Balance Sheet(Audited) for last three financial years	
5.	Copies of PAN, GST registration number etc.	
6.	Signed Copy of all the Tender Documents	
7.	Application on Printed Letter Head along with Company Profile as per enclosed Format	
8.	Signed Copy of Pre-Contract Integrity Pact on non-judicial stamp paper of requisite value	
9.	Signed Copy of Indemnity Bond on non-judicial stamp paper of requisite value	
10.	Eligibility bid compliance as per annexure	
11.	Technical bid compliance annexure	
12.	Price Bid as per enclosed format: Unit price for Pan India basis including transportation, installation, taxes etc.	
13.	Pre-contract Integrity pact, Indemnity bond	
14.	Non -Blacklisting declaration	
15.	Cost of RFP documents/Tender fee: a DD of Rs 1300/-	
16.	EMD of Rs 65,000/- in favour of "UCO Bank, Kolkata".	

Note:-

1. Bidders needs to submit Integrity pact, Indemnity bond, EMD, Tender fee and above-mentioned documents in Sl -13 in physical at Central Security Department, UCO Bank, Head Office, Ground Floor, 10 BTM Sarani, Kolkata – 700001.
2. All documents must be uploaded in GeM portal.
3. Technical bid without above mentioned documents will summerly be rejected

