

**UCO Bank, Zonal Office, Chennai invites bids (E-Tender Mode) for replacement of:-**

**a) OLD 11KV 500KVA OIL COOLED TRANSFORMER WITH NEW 11 KV 500 KVA DRY TYPE TRANSFORMER**

**b) OLD 11KV OCB WITH NEW 11KV SINGLE VCB**

**c) OLD POWER & LT PANELS BY NEW ACB TYPE POWER AND LT PANELS ALONGWITH ASSOCIATED WORKS**

**at**

**Chennai Zonal Office Building**  
**(Address:- 328, Thambu Chetty Street, Opp. Madras High Court, Parry's Corner, Chennai - 600 001)**

**Cost of the Tender document: - Rs 2000/- (Rupees Two Thousand only)**

**(Ref. ZOC/GAD/20/2026-27 Date-02/05/2026)**

**Disclaimer**

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

This Tender is not exhaustive in describing the functions, activities, responsibilities and services for which vendor will be responsible. The bidders, by participating in this tender, implicitly confirm that if any functions, activities, responsibilities or services which are either not specifically described in this Tender or specifically described but has to undergo suitable changes/modifications due to regulatory/statutory changes and are termed necessary by the Bank for the proper performance of the Contract, such functions, activities, responsibilities or services (with applicable changes, if any) will be deemed to be implied by and included within the scope of services under this Tender and Bidder's response to the same extent and in the same manner as if specifically described in this Tender and Bidder's response.

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## **OBJECTIVES**

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Chennai-700001, India, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 3400 branches spread all over the country.

The existing electrical setup of the UCO Bank Chennai Zonal Office Building at Ground Floor Electrical equipment rooms (except for the recently replaced 11 KV RMG Unit) was installed during the year 1968 and in use since 1970, hence it has served for nearly 55 years. The existing Oil cooled transformer efficiency level is observed to be poor and therefore the No Load & Full Load losses are more resulting in the more power consumption. Further, since the transformer is oil cooled type, it requires frequent maintenance in terms of annual oil filtration, Breakdown Voltage Test, Acidity Test as mandated by CEIG. Similarly, the 11KV OCB Isolator and other HT and LT panels in the building are also very old. Therefore, all these equipments needs to be replaced with latest equipments with all safety standards, since these old equipments have crossed the service life. The selected **L-1 bidder will have to buy back the old & defunct equipments** after dismantling these old equipments during installation of new equipments.

Accordingly, UCO Bank invites response **(E-Tender mode)** from experienced Electrical Contractors **with requisite licenses as prescribed by the appropriate authority of the Govt. of Tamil Nadu and with proven capabilities** dealing in supplying, installing and commissioning the HT & LT electrical equipments / accessories / works as mentioned above, UCO Bank Building, 328, Thambu Chetty Street, Opp. Madras High Court, Parry's Corner, Chennai - 600 001.

The Vendors would be required to provide all the equipments and accessories supplied & Commissioned under this Tender along with initial warranty of **ONE YEAR. Only those bidders, who satisfy the eligibility criteria, mentioned in this Tender document need to respond.**

## 1. NOTICE INVITING TENDERS (NIT)

### 1.1 Introduction

UCO Bank invites **E-Tender** comprising of Technical bid and Commercial bid UCO Bank invites response from experienced Electrical Contractors **with requisite licenses as prescribed by the appropriate authority of the Govt. and with proven capabilities** dealing in supplying, installing and commissioning the equipments / accessories / works as mentioned in the Scope of Work at **UCO Bank Building, 328, Thambu Chetty Street, Opp. Madras High Court, Parry's Corner, Chennai - 600 001** under **buy back the old & defunct equipments** after dismantling the old equipments during installation of new equipments.

The Vendors would be required to provide all the equipments and accessories supplied under this **Tender** along with **initial warranty** of **ONE YEAR** on turn key basis. The Selected bidder is required to adhere to the terms of this Tender document and any deviations to the same shall not to be acceptable to UCO Bank. The bidder (also called the vendor or bidder throughout this document) appointed under the tender document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project.

Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the scope of work. Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the Tender document shall be the governing document for arrangement between the Bank and the Selected bidder in terms of this Tender documents.

The E-Tender document may be obtained from **UCO BANK, Zonal Office, General Administration Department, 2<sup>nd</sup> Floor, 328, Thambu Chetty Street, Opp. Madras High Court, Parry's Corner, Chennai - 600 001** on working days in person on submission of cost of the tender document (in DD form - Non-returnable). Also, the Tender document may be downloaded from our website **www.uco.bank.in/Tenders**. The bidders downloading the document from Bank's website must pay the cost of the document, in a separate cover and properly super-scribed, at the time of submission of the bids.

1.2 The details are given below :-

<b>1. E-Tender Reference</b>	<b>ZOC/GAD/20/2026-27 dated 02/05/2026</b>
<b>2. Cost of E-Tender documents</b>	Rs 2000/- (Non-returnable)
<b>3. Estimated Cost of Project</b>	Rs 47.50 Lakhs
<b>4. Date of issue of E-Tender</b>	<b><u>06/05/2026</u></b>
<b>5. Earnest Money Deposit (EMD)</b>	<b>Rs 95000/- (Returnable)</b>
<b>6. Pre-Bid meeting Date &amp; Venue</b>	<b><u>18/05/2026 @ 3:00 p.m.</u></b> at UCO BANK, Zonal Office, , 2 <sup>nd</sup> Floor, 328, Thambu Chetty Street, Opp. Madras High Court, Parry's Corner, Chennai - 600 001

<b>7. Last Date and Time for receipts of E-tender bids</b>	<p><b><u>26/05/2026 @ 4:00 p.m.</u></b></p> <p>Bids can be submitted online before 4pm on <b><u>26/05/2026</u></b> in the e-Tender website <b><u>www.tenderwizard.in/UCOBANK</u></b>.</p> <p>Off line original hard copy of <b><u>(TECHNICAL BID)</u></b> to be submitted <b>on or before 26/05/2026 @ 1600hrs</b> at <b><u>UCO Bank, GAD, Zonal Office Building at No:328, Thambu Chetty Street, Chennai – 600 001</u></b></p>
<b>8. Opening of technical bids (In E-Tender Website)</b>	<p><b><u>26/05/2026 @ 4:30 p.m.</u></b></p>
<b>9. Opening of Price Bid (In E-Tender Website)</b>	<p><b><u>Will be intimated later to Technically qualified bidders only</u></b></p>
<b>10. Address of Communication</b>	<p>UCO Bank, Zonal Office, Chennai 2<sup>nd</sup> Floor, 328, Thambu Chetty Street, Opp. Madras High Court, Parry's Corner, Chennai - 600 001</p>
<b>11. Email address</b>	<p><a href="mailto:zochennai.gad@uco.bank.in">zochennai.gad@uco.bank.in</a> / <a href="mailto:zochennai.sec@uco.bank.in">zochennai.sec@uco.bank.in</a></p>
<b>12. Contact Telephone</b>	<p>Tel : 044-4340-5556 044-4340-5540</p>
<b>13. E-Tender Bids submission procedure</b>	<p>This Tender will follow e-Tendering process [e-bids] as under which will be conducted by Bank's authorized e- Tendering Service <b><u>Provider M/s Antares Systems Ltd</u></b> through the website <b><u>www.tenderwizard.in/UCOBANK</u></b></p> <p>Following activities will be conducted online through above website:-</p> <ol style="list-style-type: none"> <li>a) Submission of Technical Bid &amp; Price Bid by the Vendor</li> <li>b) Opening of Technical Bid &amp; Price Bid by the Bank</li> <li>c) Clarification, if any, sought by the Bank.</li> <li>c) On-line evaluation by the Bank.</li> </ol> <p>Authorized Representatives of Vendors will be given training for e- Tendering by the Service Provider namely M/s Antares Systems Ltd. Bidders who wish to participate in online tenders will have to register with the website <b><u>(https://www.tenderwizard.com/UCOBANK</u></b> through the "Register" link provided on the home page.)</p> <p>Bidder will create login id &amp; password on their own in registration process.</p> <p>Following facilities shall be provided to the bidders / vendors by service provider M/s Antares Systems Ltd:</p> <ol style="list-style-type: none"> <li>a) Support to the Bidders for participating in the bids through e-tendering Website.</li> <li>b) Call center support/ email/ phone/mobile etc. in all possible medium.</li> <li>c) Registration with the e-tendering website. User Manual / Training Kit to the Bidder.</li> </ol>

	<p>d) Any no. of users of Vendor/ Bidder organization can take support on the e-tendering system.</p> <p>e) <b>VERY IMPORTANT:-</b> 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 with M/s Antares Systems Ltd. at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Signature Certificate need not to procure the same.</p> <p>In case bidders need any clarification/technical help regarding online participation, they can contact M/s. Antares Systems Limited Registered Office: 'Honganasu', #137/3, Bangalore Mysore Road, Opp. to Metro Pillar #P-696, Kengeri, Bangalore – 560 060, India Ph: - 080- 45982100, Mob: +91 96069 21010</p> <p><b>Help Desk: 9073677150 / 9073677151 / 9073677152 / 9674758726 / 9708966660 / 9044314492 / 8951944383 / 9771414548 / 9708966664 / 9731967722 / 9606921010 / 032 46046611 / 080 45982100</b></p> <p><u>Contact Persons:</u> (On working days 9 AM to 6 PM)</p> <p><b>Mr. Kushal Bose</b> Mobile No.: +91 9674758719 e-Mail: helpdesk857@etenderwizard.com</p> <p>Bidders who wish to participate in e-Tender need to fill data in predefined forms of RFP, Technical, Financial Bid available in respective tender only.</p> <p>Bidder should upload scanned copies of reference documents in support of their eligibility of the bid and as per the instructions given in tender documents</p> <p>After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.</p>
<p><b>14. <u>Minimum Eligibility Criteria</u></b></p>	<ol style="list-style-type: none"> <li>1) The Contractor/Vendor should be same line of activity for at least last 7 Years in the Market FY ending as on 31.03.2025.</li> <li>2) Should possess relevant licenses from Govt. of Tamil Nadu (Electrical Licenses for A, B &amp; C type Contractors competent to carry out such type of HT &amp; LT Electrical installations with all of its accessories, cabling etc.)</li> <li>3) Registered office/Branch (Full time office) should be in Chennai.</li> </ol>

	<p>4) They should not have incurred loss in the last 3 years (please attach 3 years (2022-23, 2023-2024, 2024-25) Profit &amp; Loss statement duly authorized by Chartered Accountant).</p> <p>5) Should have carried out similar work of value (ending 31.03.2025) over the last 7 years</p> <ul style="list-style-type: none"> <li>• <u>One similar work</u> of value not less than <b>Rs. 38 Lakhs</b> (OR)</li> <li>• <u>Two similar works</u> of value not less than <b>Rs. 24 Lakhs each</b> (OR)</li> <li>• <u>Three similar works</u> of value not less than <b>Rs 19 Lakhs each.</b></li> </ul> <p>6) Should have valid GST Number.</p> <p>6) <b><u>Similar works means:</u></b> HT &amp; LT equipment Supply, erection and commission including all the accessories for any of <b><u>Central / State Govt Dept, Central Autonomous body, PSUs, Corporate Bodies &amp; reputed Pvt. institutions.</u></b></p> <p>Sufficient proof has to be attached duly sealed and signed by the applicant. Attested copies of performance certificate issued by the clients of the Tenderer should be enclosed, in support of their experience along with Work Completion certificates as applicable. (Contact details of clients also should be submitted)</p>
<b>15. Mode of submission</b>	<p>(a) Online submission - (To be scanned and uploaded in e-tender website.)</p> <p>Off line-Hard Copy Submission (Part-1 Only, i.e., Technical Bid)</p>
<b>16. Contents of the Technical Bid (Part-I):</b>	<p>a) Original Demand Draft of Tender Cost and EMD (<b><u>Not Applicable for MSME (Document related MSME to be furnished)</u></b>)</p> <p>b) Bidder's Covering letter – As per the attached format (Copy enclosed at Annexure A)</p> <p>c) Documents in support of all eligibility criteria as mentioned in Point 14 above.</p> <p>d) All pages of this Tender Document as downloaded from the website should be duly signed by the authorized representative of the company <b><u>on all pages including all Enclosures / Annexures</u></b></p>
Recovery towards Taxes	<b><u>As per rules applicable time to time</u></b>

The Technical Bid of the document should be submitted in a sealed envelope super scribing **“Technical Bid for Supply, Installation & Commissioning of HT & LT Electrical equipments and associated works” for UCO Bank, Zonal Office Building, located at 328, Thambu Chetty Street, Opp. Madras High Court, Parry’s Corner, Chennai - 600 001** on top of the envelope containing Technical Bid.

If the cover/envelope are not sealed & super scribed as required, the Bank will assume no responsibility for its misplacement or premature opening.

The bidders should take care of submitting the bids properly filed so that the papers are not loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny.

Bidders are requested to participate in the e-tender process strictly according to the time schedule mentioned above.

The technical bid will be opened first (E-Tender mode) and only those bidders, deemed eligible as per the eligibility criteria mentioned in this E-TENDER, will be shortlisted after technical evaluation. **Commercial Bids of only those Technically qualified bidders, who have qualified in Technical evaluation, will be opened by the Bank after intimating the date and time separately in their registered email addresses.**

The Sealed Bids (Technical Bids) should be addressed to: **"The Zonal Manager, Chennai Zonal Office, 328, Thambu Chetty Street, Opp. Madras High Court, Parry's Corner, Chennai - 600 001"**

UCO Bank is not responsible for non-receipt of response to E-TENDER within the specified date and time due to any reason including postal holidays or delays. In case the specified date of submission & opening of Bids is declared holiday in Tamil Nadu under NI Act, the bids will be received till the specified time on next working day and Technical Bid will be opened at same time on the next day (In E-Tender website). Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the target date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

- 1.2.1 Incomplete bids or bids not conforming to the terms and conditions are liable for rejection by the Bank.
- 1.2.2 At any time, prior to deadline for submission of E-Tender, UCO Bank may modify any of the terms & conditions and technical specifications at its sole discretion and the same will be available on Bank's website and the amendments shall be binding on all the bidders. In case of any amendment, **UCO Bank may extend the deadline for submission of response to this Tender in order to provide a reasonable time to the prospective bidders.**
- 1.2.2 UCO Bank reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder need to submit the documentary evidence(s) as required by UCO Bank.
- 1.2.3 Any Technical Bid, submitted with incorrect information will be liable for rejection. Further, if any bidder is found to have submitted incorrect information at any time, he may be debarred from participation in the future tendering processes of Bank.
- 1.2.4 The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.

- 1.2.5 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 1.2.6 The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders.
- 1.2.7 Canvassing of any kind or Bid submitted with false information will be a disqualification.
- 1.2.8 The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- 1.2.9 Prices quoted by the Bidder shall be in Indian Rupees, and not subject to any price escalation, if the order is placed within the validity period.**
- 1.2.10 Further, subsequent to the orders being placed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies if any. The Bank shall be under no obligation to accept the technical solution offered or the lowest or any other offer received in response to this Tender notice.
- 1.2.11 The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to cancel the entire Tender process without assigning any reasons whatsoever at any stage of the Tender process without assigning any reason whatsoever.
- 1.2.12 The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.
- 1.2.13 Bids once submitted shall not be returned to the Bidder in future.
- 1.2.14 The technical bid shall be submitted strictly in conformity with the Scope of Work.
- 1.2.15 The Bank expects the selected bidder to adhere to the terms of this Tender document and would not like or accept any deviations to the same.

### 1.3 Earnest Money Deposit

The Bidder must submit Earnest Money Deposit (EMD) along with the Technical Bid in the form of DD/ Pay Order in favour of UCO Bank payable at Chennai to the tune of **Rs 95,000/-** (Rupees Ninety Five thousand only).

Non-submission of EMD will lead to outright rejection of the bid of the bidder. **The EMD of unsuccessful bidders will be returned to them on completion of the tender process. The EMD of successful bidder will be returned on submission of Performance Bank Guarantee as specified hereunder.**

The EMD made by the bidder will be forfeited if:

- 1.4.1 The bidder withdraws his tender before processing of the same.
- 1.4.2 In the case of a successful bidder, if the bidder fails in accordance with any Terms and Conditions or any requirement as specified in this document.
- 1.4.3 The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- 1.4.4 The bidder violates any of the provisions of the terms and conditions of this tender specification.

### 1.4 Rejection of the Bid

The Bid is liable to be rejected if:

- The document doesn't bear signature of authorized person on each page signed and duly stamped.
- It is received through Telegram/Fax/e-mail.
- It is received after expiry of the due date and time stipulated for Bid submission.
- Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (Tender) are liable for rejection by the Bank.
- Bidder should comply with all the points mentioned in the Tender. Non-compliance of any point will lead to rejection of the bid.
- Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- If cost of tender & EMD has not submitted.
- If price bid is not filled up properly.

**1.5 Modification and Withdrawal of Bids:-** No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, the EMD will be forfeited by the Bank.

### 1.6 Introduction and Disclaimer

This Tender document has been prepared solely to enable UCO Bank ("Bank") in defining the requirements for **"Supply, Installation & Commissioning of HT & LT Electrical equipments and associated works" for UCO Bank, Zonal Office Building, located at 328.**

**Thambu Chetty Street, Opp. Madras High Court, Parry's Corner, Chennai - 600 001**". The tender document is not a recommendation, bid or invitation to enter into a contract, agreement or other arrangement in respect of the services.

### **1.7 Information Provided**

The tender document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this TENDER document.

### **1.8 For Respondent Only**

The Tender document is intended solely for the information to the party to whom it is issued "Vendor" and no other person or organization.

### **1.9 Confidentiality**

The tender document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The TENDER document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the tender document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the tender document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

### **1.10 Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this Tender document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

### **1.11 Costs Borne by Bidders / Vendors**

All costs and expenses incurred by bidders/ vendors in any way associated with the development, preparation, and submission of responses, including but not limited to

attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the vendor.

### **1.12 No Legal Relationship**

No binding legal relationship will exist between any of the bidders/ vendors and Bank until execution of a contractual agreement.

### **1.13 Errors and Omissions**

Each bidder/ vendor should notify Bank of any error, omission, or discrepancy found in this tender document.

### **1.14 Acceptance of Terms**

A bidder will, by responding to Bank tender, be deemed to have accepted the terms as stated in the tender.

### **1.15 Tender Response**

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

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting Tender process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

### **1.16 Response Validity Period**

Tender response will remain valid and open for evaluation according to their terms for a period of at least **180 days** from the time the Tender response submission process closes.

### **1.17 Language of Bids**

The bid, correspondence and supporting documents should be submitted in English.

### **1.18 Indemnity**

The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder shall not exceed the total cost of the order value.

### **1.19 Authorized Signatory**

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to

the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond. **The bidder shall furnish proof of signature identification for above purposes as required by the Bank.**

### **1.20 Integrity Pact**

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The integrity pact essentially envisages an agreement between the prospective vendors/bidders & sellers, who commit themselves to Integrity pact (IP) with the bank would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids are not accompanied with signed IP by the bidders along with Technical bid, the offers shall be summarily rejected.

#### **The essential ingredients of the Integrity Pact include :-**

- a) Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- b) Principal to treat all bidders with equity and reason
- c) Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally.
- d) Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect of prices, specifications, certifications, subsidiary contract etc.
- e) Bidders not to pass any information provided by the Principal as part of business relationship to others & not to commit any offence under IPC Act.

Integrity pact, in respect of a particular contract shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidder and exclusion from future business dealings. IP shall cover all phases of contract from the stage of Tender (NIT) till the conclusion of the contract i.e., final payment or the duration of warranty. Format of IP is attached as Annexure-F.

## **2. ELIGIBILITY CRITERIA**

The eligibility criteria to participate in bidding process are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. Document in support of all eligibility criteria are required to be submitted along with the Technical Bid.

<b><u>Sl. No.</u></b>	<b><u>Pre-Qualifying Criterion</u></b>	<b><u>Documents to be submitted</u></b>
1	The bidder should be registered as a company in India as per Company Act 2013.	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office (self-attested)
2	Tenderer should have valid Electrical A License issued by Electricity Board and also have qualified B License Holder and C License Holder for executing the work.	Copy of relevant licenses to be enclosed (self-attested)
2	The bidder should have had an annual turnover of more than <b>Rs. 50 Lakhs</b> during each of the last three financial years as evidenced by the audited accounts of the company / division.	Copy of the audited Balance Sheets for the preceding three years (i.e. 2022-23, 2023-24 and 2024-25).
3	The bidder should not have incurred losses in any of the last three financial years (i.e. 2022-23, 2023-24 and 2024-25).	Copy of the audited Balance Sheets for the preceding three years (i.e. 2022-23, 2023-24 and 2024-25).
4	<p>The bidder should have should have executed Supply Installation Testing Commissioning (SITC) of HT &amp; LT equipments <b><u>(i.e. Supply, Erection, Earthing, installation, Testing, Termination and commissioning of HT &amp; LT Switch gear, Transformer, VCB units, LT panels, MV panels, Associated spares, cabling etc., within India in last 5 years ending on 31/03/2025 @ Central Govt. / State Govt. offices / PSBs / PSUs / Reputed Private companies &amp; Corporate Bodies</u></b></p> <p>The Bidder should have successfully executed –  <b><u>Three jobs each</u></b> of value not less than 19 lacs <b>OR</b></p>	Copy of client certification for successful completion and commissioning with name and contact details of signatory should be attached. <b><u>(MANDATORY)</u></b>

	<p><b><u>Two jobs each</u></b> of value not less than 24 lacs <b>OR</b></p> <p><b><u>One job of value</u></b> not less than 38 lacs</p>	
5	The bidder should not have been blacklisted /debarred for corrupt and fraudulent practices by Govt. organizations.	Self-declaration on the letter head.
6	The Bidder should have office or service centre in & around Chennai for providing after sales service.	Address of Office, Copy of Trade license etc. should be enclosed
7	Technical Bid should include valid GST registration, PAN documents	Copies of PAN, GST registration etc. to be enclosed (self-attested)

**Note:**

- i.** Notwithstanding any other condition/ provision in the tender documents, in case of ambiguity or incomplete documents pertaining to other mandatory documents, bidders shall be given only one opportunity with a fixed deadline after bid opening to provide complete & unambiguous documents in support of meeting the criteria through e-portal. In case the bidder fails to submit any documents or submits incomplete documents within the given time, the bidders tender will be rejected.
- ii.** After scrutiny of the Technical Bids, the eligible Bidders who meet all Technical requirements shall be notified regarding the date and time for opening the price bid.
- iii.** The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will duly sign the Integrity Agreement (if applicable) which is an integral part of Tender Documents and submit the same, failing which the tender/bidder will stand disqualified from the tendering process and the bid of the tender would be summarily rejected.
- iv.** Authenticated means self-attested. In case at a later stage, during verification of Original of these self-attested documents, any discrepancy is observed, the tender will be rejected. The person uploading the bid using his digital signature should have a Power of Attorney (POA) authorizing him to upload the bid in case of Partnership and Public / Private Limited firms. Copy of POA must be uploaded along with the bid.
- v.** Tenderers shall indemnify the Bank from any fraudulent declaration and consequences of the same.

### **3. EVALUATION CRITERIA**

The objective of evolving this evaluation methodology is to facilitate the selection of the most quality-sum-cost effective solution that appropriately meets the requirements of the Bank as identified in this Tender.

There would be a three (3) stage evaluation process.

The Stages are:

- I) Eligibility Criteria Evaluation
- II) Technical Evaluation
- III) Commercial Evaluation

#### **3.1 Eligibility**

The Eligibility would be evaluated first for the participating bidders. The bidders who would qualify all Eligibility Criteria as mentioned in clause 2, will be shortlisted for the Technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening.

**The bidder with the lowest commercial quote called Total cost of ownership (TCO) will be declared as L1.**

#### **3.2 Evaluation Methodology**

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution (Total Cost of Ownership) that appropriately meets the requirements of the Bank identified in this e-Tender.

#### **3.3 Technical evaluation process**

In Technical evaluation process, the technical bid of only eligible bidders as per Eligibility Criteria in Part II, Clause 2 would be evaluated. The Technical evaluation will be done on the basis of compliance chart provided by bidder as per **Scope of work. The Bidder should comply all points in scope of work.**

**Non-compliance of any point either in scope of work or any technical requirements may lead to rejection from the further bidding process. After technical evaluation commercial bids of only technically qualified bidders will be opened.**

#### **3.4 Commercial /Price Bid evaluation process**

The Commercial Bids of only technically qualified bidders will be opened and evaluated by the Bank and the evaluation will take into account the following factors:

- 3.4.1 **The L1 Bidder will be selected on the basis of the amount quoted for proposed solution as per Annexure-C.**

- 3.4.2 The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
- 3.4.3 In case there is a variation in value between numbers and words; the value mentioned in words would be considered.
- 3.4.4 The Bidder needs to provide Unit costs for components and services; unit rates with applicable taxes would be considered for the TCO purposes.
- 3.4.5 In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

## **4. SCOPE OF WORK**

The scope of work includes the following major activities:

### **4.1. Dismantling and Shifting**

Dismantling and shifting of the following from Power Room I and Power Room II to a designated area **within the premises**

- Old Transformer
- Old OCB (Oil Circuit Breaker)
- Old MV (Medium Voltage) Panels
- Old Distribution Panels

### **4.2. Supply, Installation, Testing & Commissioning**

Supply, erection, installation, testing, and commissioning of

- New 500 KVA Dry-type Transformer
- New VCB (Vacuum Circuit Breaker)
- New MV Panels
- New Distribution Panels

### **4.3. Cable Trenching & Laying**

Construction of new 11kV cable trench.

Laying of new 11kV HT & LT cables for the following connections:

- From existing RMG (Ring Main Gear) to the new single VCB
- From VCB to the new Transformer
- From Transformer to Main MV Panel
- From MV Panel to Distribution Panels
- From Distribution Panels to respective floor loads

### **4.4. Generator Supply**

Retrieval and re-relaying of the existing generator cable to serve as **Incomer II** for the MV Panel.

EB (Electricity Board) power to serve as **Incomer I**.

### **4.5. Cable Terminations**

11kV cable terminations at:

- RMG to Transformer
- Transformer to MV Panel
- End terminations for all existing and newly installed panels.

### **4.6. Civil Works**

Construction of new RCC/PCC foundations as required for the installation of:

- New Transformer
- Single VCB
- MV and Distribution Panels

Foundations to be supported by suitable **C-channels** or equivalent structural supports.

#### **4.7. Power Room Renovation**

Renovation of existing Power Rooms including:  
Electrical wiring  
Installation of lighting  
Provision of safety goods and warning/identification stickers as per standards

#### **4.8 Earthing**

Complete earthing of the entire electrical installation as per statutory norms and safety requirements.

#### **4.9 Drawings, Approvals & Final Commissioning**

Preparation and submission of required electrical drawings.  
Obtaining necessary approvals from relevant authorities of Govt. of Tamil Nadu.  
Final testing and commissioning of the complete system.

#### **Note:**

**Site Visit Requirement is mandatory:- All bidders are required to visit the site prior to bidding to Assess the actual site conditions, Verify and understand the full scope of work.**

#### **CHECKLIST OF GENERAL TECHNICAL SPECIFICATIONS**

<b>(A) . Specification for Single Vacuum circuit Breaker and spares</b>			<b>Confirm (Yes/No)</b>
Name of Material	Single Vacuum Circuit Breaker		
Make of Material	Anyone from 1. ABB 2. Excel 3. Unitech 4. Megawin Or Equivalent		
Type /Model	Suitable for existing 11KV feeder		
<b>Sl.</b>	<b>Description</b>	<b>Ratings</b>	<b>Single VCB 1 No.</b>
<b>1</b>	<b>Single Vacuum Circuit Breaker</b>		
	11kV, 630A, 25kA 11kV, 630Amps, 26.3kA/3s, draw-out type Vacuum Circuit Breaker fitted with 230V AC spring charging motor, 110V DC tripping and closing coils, 5NO+5NC Aux. contacts and other standard fitments like Mechanical ON/OFF indicator, mechanical operation counter, Anti pumping feature, Automatic safety shutters and Push button	<b>11 KV, 630A, 26.3KA/3s</b>	1 No.
<b>2</b>	<b>Battery backup type power-pack</b>	<b>230V AC / 110V DC</b>	1 No.
<b>3</b>	<b>Potential Transformer</b>		
	11kV/rt3, cl-0.5/50VA, three phase, epoxy resin cast Fixed type potential transformer with fuses on primary and secondary side.	<b>(11kV/rt3)/(110 kV/rt3)</b>	1 No.
	Secondary 1: for Metering	<b>cl-0.5/50VA</b>	

<b>4</b>	<b>Current Transformer</b>		
	Single Phase, Resin Cast, Dry Type Current Transformer of Ratio: 11kV, **/5-5A, class 0.2s/5VA, class 5P10/15VA epoxy resin cast current transformers for metering and protection.	<b>**/5-5A</b>	3 Nos.
	Core 1: for Metering	<b>CI - 0.2S,5VA</b>	
	Core 2: for Protection	<b>5P10/15VA</b>	
<b>5</b>	<b>Meters</b>		
	Digital Multifunctional Meter with RS 485 Port	5A,110V AC	1 No.
<b>6</b>	<b>Protection Relays</b>		
	M 140C type, Numerical Non-directional IDMT combined 3 O/C+1 E/F relay with high set, Trip circuit Supervision and RS 485 port Communication	<b>5A,110V DC</b>	1 No.
	High speed Master trip Relay	<b>110V DC</b>	1 No.
	Auxiliary relays for transformer faults .	<b>110V DC</b>	4 No.
<b>7</b>	<b>Indication Lamps</b>		
	VCB ON/OFF/Auto Trip/Spring Charge/Trip Circuit Healthy LED Type Indication Lamps	<b>110V DC</b>	1 Set.
	R,Y,B Phase Indication Lamps	<b>110V AC</b>	1 Set
<b>8</b>	<b>Control Switches</b>		
	Trip-Neutral-Close spring return to neutral Breaker Control Switch.	<b>110V/25A</b>	1 No.
<b>9</b>	<b>Bus Bars</b>		
	Main Bus: 630 Amps ( 63.5mm X 12mm 1 run copper.) with heat shrinkable HT sleeved bus bars mounted on non-hygroscopic epoxy resin cast insulators.	<b>11kV, 630A, 26.3kA</b>	1 Set
	Earth bus (50mm X 10mm 1 run copper.)		1 Set
<b>10</b>	<b>Common for Switchgear</b>		
	Control Wiring		1 Set
	Heater ON / OFF switch with filament type 200Watts space heater & thermostat.		1 Set
<b>11</b>	<b>Surge Arrestor</b>	<b>9kV 10kA</b>	3 No
<b>12</b>	<b>Enclosure</b>		
	MS Sheet steel enclosure & installation suitable for Indoor	<b>IP4X</b>	1 Set
<b>13</b>	<b>Termination</b>		
	Incoming ( <b>Excluding cable termination kits, lugs and glands</b> )		Bottom Busbar
	Outgoing ( <b>Excluding cable termination kits, lugs and glands</b> )		Bottom Busbar
<b>14</b>	<b>Others</b>		
	Mechanical ON/OFF Indication		1 Set
	Manual Trip Push Button 'TRIP CIRCUIT HEALTHY' check Pushbutton with series resistor		1 Set
	8 Window Annunciator		1No
	Disconnecting/Non disconnecting type		1 Set

control terminals.		
Electronic Hooter		1No
LV fuses/ MCBs for AC/DC control circuits		1 Set
Door switch actuated CFL for Panel illumination		1 Set

<b>( B ) Specification for 500KVA Dry Type Transformer with ratings</b>		<b>Confirm (Yes/No)</b>
Name of the material	Dry Type Transformer	
Make of Material	Anyone from 1. Unitech 2. IPL 3. Voltech Or Equivalent	
Type /Model	Suitable for existing 11KV feeder	
<b>Sl.</b>	<b>Description</b>	<b>Ratings</b>
1	Reference Standard	IS 2026 / ECBC 2021
2	Type of Transformer	Cast Resin Dry Type
3	Type of Installation	IP 23
4	Normal Continuous Rating (KVA)	500 KVA
5	Voltage Ratio	11kV/433V
6	Rated Frequency	50 Hz
7	Number of Phases	3
8	Type of Cooling	ANAN
9	Vector Group	Dyn11
10	Connections (HV/LV)	Delta/Star
11	Tap Changer Type	OLTC
12	Tapping on HV Side	+5% to -15% in steps of 1.25%
13	Temperature rise at ambient Temperature Windings	100 degree Celsius
14	No load loss at rated voltage on Principle tapping and at rated frequency (W)	969 (tolerance as per IS)
15	Load loss at rated current at principle tapping at 750C (W)	6681 (tolerance as per IS)
16	Total loss at rated voltage at principle tapping and at rated frequency (W)	7650 (tolerance as per IS)
17	Impedance Voltage at rated current for the principle tapping	4.87 (tolerance as per IS)
18	Temperature class of insulation	Class F
19	Efficiencies at 750C at Unity Power Factor:	
	At Full Load	98.97

	At ¾ Full Load	98.73
	At ½ Full Load	98.94
	At ¼ Full Load	98.89
20	Regulation at Full Load at 750C:	
	At Unity p.f	1.52
	At 0.8 p.f (Lagging)	3.97
21	Lamination	CRGO (M-4 Grade)

<b>(C) Specification for Main MV Panel with ratings</b>		<b>Confirm (Yes/No)</b>
Name of the material	Main LT Panel- ACB, MCCB	
Make of Material	<b>Reputed</b>	
Type /Model	Suitable for existing 11KV feeder	
<b>Sl.</b>	<b>Description</b>	<b>Standard</b>
1	Air Circuit Breaker- ACB 800A 4P 50KA EDO/MDO	As per IE standard
2	Under Voltage Release 800A-100A	As per IE standard
3	TNC Switch IS 2026	As per IE standard
4	Surge Protection Device 11kv/433V	As per IE standard
5	Voltage Monitoring Relay with O/V, U/V, SPP Protection	As per IE standard
6	On delay timer	As per IE standard
7	Emergency stop button	As per IE standard
8	A/M Switch	As per IE standard
9	Digital multi-functional meter / Digital Ammeter with ASS	As per IE standard
10	800/5A class I-CT	As per IE standard
11	CT Shorting Terminal	As per IE standard
12	Indication Lamp	As per IE standard
13	SP C Type Control MCB	As per IE standard
14	Neutral Link	As per IE standard
15	ON, OFF, TRIP LAMP	As per IE standard
16	TRIPPING MICRO SWITCH	As per IE standard
17	CONTROL MCB (4A SP),	As per IE standard
18	1000A ALUMINIUM BUSBAR	As per IE standard
19	NEUPRIN RUBERISED GASKET	As per IE standard
20	Lamination BAKELLITE SHEET COVER FOR BUSBAR	As per IE standard

21	BUSBAR SLEEVE	As per IE standard
22	FASTNER,	As per IE standard
23	POWDER COAT	As per IE standard
24	WIRING	As per IE standard
25	ENCLOSURE	As per IE standard
		As per IE standard

<b>( D ) Specification for LT Distribution Panel with ratings</b>		<b>Confirm (Yes/No)</b>
Name of the material	LT Panel- ACB, MCCB	
Make of Material	<b>Reputed</b>	
Type /Model	Suitable for existing 11KV feeder	I
<b>Sl.</b>	<b>Description</b>	<b>Standard</b>
1	MCCB	250A 4P 36KA MCCB
2	Spreader Link	800A-100A
3	Extended ROM	IP 23
4	Trip Alarm Control C/O	11kv/433V
9	Digital multi-functional meter	IS 2026 / ECBC 2021
10	250/5A class I-CT	IS 2026 / ECBC 2021
11	CT Shorting Terminal	IS 2026 / ECBC 2021
12	Indication Lamp	IS 2026 / ECBC 2021
13	SP C Type Control MCB	6A
14	Neutral Link	As per IE standard
15	ON TRIP	As per IE standard
18	500A ALUMINIUM BUSBAR	As per IE standard
19	NEUPRIN RUBERISED GASKET	As per IE standard
20	Lamination BAKELLITE SHEET COVER FOR BUSBAR	As per IE standard
21	BUSBAR SLEEVE	As per IE standard
22	FASTNER,	As per IE standard
23	POWDER COAT	As per IE standard
24	WIRING	As per IE standard
25	ENCLOSURE	As per IE standard

## **5. GENERAL TERMS AND CONDITIONS FOR BIDDERS**

### **5.1 Order details**

The purchase order will be placed by the Bank to the selected L1 vendor by Zonal Office Chennai, UCO Bank. The payment will be made by Zonal Office Chennai, UCO Bank, after completion & successful commissioning of the project.

### **5.2 Performance Bank Guarantee**

The selected bidder, within 15 days from the date of purchase order will have to furnish a Performance Bank Guarantee, format as Annexure A, issued by any scheduled commercial bank equal to **10% of the Total order value valid for 02 years from the date of Work order.** Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.

**The Performance Bank Guarantee shall act as a security deposit and either in case the prime vendor is unable to start the project within the stipulated time or start of the project 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 Prime Vendor is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD on Delivery and installation.

### **5.3 Supply, Installation and commissioning**

#### **5.3.1 Deliveries of the equipment, installation and operationalization of complete solution should be made within 120 days from the date of purchase order.**

5.3.2 If however, the delay is caused by any action pending from the Bank end, the corresponding period will not be considered while calculation of delay period.

5.3.3 The installation will be deemed to complete when all systems / equipments and associated works has been supplied, installed and commissioned as per the technical specifications and satisfactory acceptance given by the Bank's authorised representative. The Bidder has to resolve any problems during successful installation and operationalisation.

5.3.4 All the equipment supplied by the Bidder shall be legal and Bidder shall give indemnity to that effect.

5.3.5 Any license, if required, need to be provided by the successful bidder. The successful bidder is solely responsible for any legal obligation related to licenses during warranty period of two years for solution proposed as implemented by the bidder.

5.3.6 The equipment are considered accepted (Commissioned and Operationalised) after signing the Acceptance Test (ATP) document jointly by the representative from the Bank and engineer from the successful bidder. The component level checking for individual item may be included during the acceptance test.

5.3.7 The successful bidder is required to transport the Goods to the specified place as per Annexure I, defined as the Project Site, transport to such place shall be arranged by the bidder, and the related costs shall be included in the quoted Price. Cost for obtaining necessary road permits and other related permits will be the responsibility of selected bidder.

#### 5.4 Payment Terms

Bank will make the payment subject to signing of the contract as follows:-

- a) **50% of the quoted supply rate pro-rata against delivery of materials after checking at site and after submission of TNEB inspection / approval report.**
- b) **40% of the quoted amount on completion of testing, commissioning and handing over the system**
- c) **10% of the quoted amount will be paid after submission of Bank Guarantee of the equivalent amount for the period of two years from date of Work Order.**

#### 5.5 Price Bids

The Price Bid must be submitted as per mentioned Format for Commercial Bid as per the Annexure C The Selected bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid, over the validity period of the bid.

The Selected bidder shall keep the price valid for a period of at least 6 months from the date of TENDER response process submission closes. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a Selected bidder.

Prices quoted by the selected bidder shall be in **Indian Rupees only**, firm and not subject to any price escalation, if the order is placed within the Tender validity period. Further, subsequent to the orders being placed/agreement executed, the selected bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies viz. Sales tax, excise duty, custom duty, etc.

#### 5.6 Warranty & AMC

The Selected bidder shall provide warranty for all the equipment, which will be delivered & installed in site. The period of **warranty** will be **1 (ONE) year** from the date of successful commissioning of the completed equipments and associated works as per the Scope of Work.

During the warranty period the Selected bidder should maintain the acceptance criteria and shall be responsible for all costs relating to service, maintenance (preventive and corrective), technical support and transport charges from and to

the sites in connection with the maintenance of the solution or any components/ parts there under, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified. The Selected bidder should inform the bank about the end of life of the product proposed.

### **5.7 Liquidity Damage**

Any delay in commissioning/shifting of the link beyond the mentioned time, Bank will charge penalty at **0.25 % of the total order value** per week or part thereof, **subject to a maximum of 10%**. The bank may at its discretion also waive or reduce the penalty if the reasons for delay are considered to be justified.

If Bidder fail to commission the link as per feasibility report 10% of the link cost will be deducted from payment of other link or from Performance Bank Guarantee.

### **5.8 Force Majeure**

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the 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, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics,
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area,

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the 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.

### **5.9 Completeness of the Project**

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

### **5.10 Acceptance Testing**

The Bank will carry out the acceptance tests for testing of successfully commissioning as per scope of work in Part 4. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The Bank at it's' discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests of the whole system in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing of the system and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test. In case of any discrepancy, the Bank reserve the

right to terminate the entire agreement in case the bidder does not rectify the issue/ problem.

### **5.11 Order Cancellation**

The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- Delay in commissioning / implementation / testing beyond the specified period.
- Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
- Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO.

### **5.12 Indemnity**

Vendor shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this TENDER or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notify the vendor in writing immediately on becoming aware of such claim, (ii) the Vendor has sole control of defence and all related settlement negotiations, (iii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations

about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation.

Vendor shall be responsible for any loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.

Vendor should take full responsibility for its and its employee's actions.

The vendors should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the vendor with Laws / Governmental Requirements
- Non-functioning of the system.
- Negligence and misconduct of the Vendor, its employees, and agents
- Breach of any terms of TENDER, Representation or Warranty
- Act or omission in performance of service.

Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The vendor shall not indemnify the Bank for

(i) Any loss of profits, revenue, contracts, or anticipated savings or

**(ii) Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and service providers of the Bank would be considered as a "direct" claim.**

### **5.13 Publicity**

Any publicity by the Selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

### **5.14 Privacy & Security Safeguards**

The Selected bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Selected bidder under this contract or existing at any Bank location. The Selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Selected bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent,

the details of any security safeguards designed, developed, or implemented by the Selected bidder under this contract or existing at any Bank location.

### **5.15 Technological Advancements**

The Selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time.

### **5.16 Guarantees**

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management of the Installation, Commission and Maintenance of the complete system as defined under this document, are licensed and legal.

### **5.17 Resolution of Disputes**

The Bank and the supplier Vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the Vendor, any disagreement or dispute arising between them under or in connection with the contract. If the Bank project director and Vendor project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately refer the dispute to the senior authorised personnel designated by the Vendor and Bank respectively. If after thirty days from the commencement of such negotiations between the senior authorised personnel designated by the Vendor and Bank, the Bank and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Chennai.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately

after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

This TENDER document shall be governed and construed in accordance with the laws of India. The courts of Chennai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this TENDER document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

### **5.18 Exit Option and Contract Re-Negotiation**

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract,
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- Serious discrepancy in completion of project.
- Serious discrepancy in maintenance of project.

In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Selected Bidder.

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

### **5.19 Corrupt and Fraudulent Practices**

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## **5.20 Termination**

The Bank shall be entitled to terminate the agreement with the Selected bidder at any time by giving thirty (30) days prior written notice to the Selected bidder.

The Bank shall be entitled to terminate the agreement at any time by giving notice if:

- The Selected bidder breaches its obligations under the scope document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice.
- The Selected bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved. The Selected bidder shall have right to terminate only in the event of winding up of the Bank.

In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the 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 selected Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that 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.

Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

## **5.21 Effect of termination**

The Selected bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables and maintenance.

Same terms (including payment terms) which were applicable during the term of the contract/ purchase order should be applicable for reverse transition services.

The Selected bidder agrees that after completion of the Term or upon earlier termination of the assignment the Selected bidder shall, if required by the Bank, continue to provide maintenance services to the Bank at no less favorable terms than those contained in this scope document. In case the bank wants to continue with the Selected bidder's services after the completion of this contract/ purchase order then the Selected bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.

The Bank shall make such prorated payment for services rendered by the Selected bidder and accepted by the Bank at the sole discretion of the Bank in the event of clause of termination, provided that the Selected bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be applicable to Selected Bidder. There shall be no termination compensation payable to the Selected bidder.

Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the Selected bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision Selected Bidder hereof which is expressly intended to come into force or continue in force on or after such termination.

## **5.22 Arbitration**

All dispute or differences whatsoever arising between the Selected bidder and the Bank out of or in relation to the construction, meaning and operation, with the Selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.

Work under the Contract shall be continued by the Selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due to payable by

the Bank, to the Selected bidder shall be withheld on account of the ongoing arbitration proceedings, if any unless it is the subject matter or one of the subject matters thereof. The venue of the arbitration shall be at CHENNAI, INDIA.

### **5.23 Applicable law & Jurisdiction of court**

The Contract with the Selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Chennai (with the exclusion of all other Courts).

### **5.24 Non-Assignment Clause**

The selected L-1 bidder/ vendor will be responsible to execute the project under scope of work and will not out source the work or will not engage / assign any other vendor/ contractor/supplier to execute the required work.

**Proforma of letter to be given by all the Bidders participating in the UCO Bank for Supply, Installation & Commissioning of HT & LT Electrical equipments and associated works” for UCO Bank, Zonal Office Building, located at 328, Thambu Chetty Street, Opp. Madras High Court, Parry’s Corner, Chennai - 600 001 (To be typed In Tenderer’s Letter Head)**

To  
The DGM & Zonal Manager  
UCO Bank, Zonal Office  
Chennai - 01

Sir,

**Sub: Supply, Installation & Commissioning of HT & LT Electrical equipments and associated works” for UCO Bank, Zonal Office Building, located at 328, Thambu Chetty Street, Opp. Madras High Court, Parry’s Corner, Chennai - 600 001**

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

The soft-copies of the proposal submitted by us in response to the TENDER and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

The price quote in the commercial template in Annexure C valid for a period of 180 days from the date of TENDER response process closes.

Yours faithfully,

Authorised Signatory  
Designation  
Bidder’s corporate name

**FORMAT OF TECHNICAL BID**

<b>Sl. No.</b>	<b>Pre-Qualifying Criterion</b>	<b>Documents to be submitted</b>
1	The bidder should be registered as a company in India as per Company Act 2013.	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office (self-attested)
2	Tenderer should have valid Electrical A License issued by Electricity Board and also have qualified B License Holder and C License Holder for executing the work.	Copy of relevant licenses to be enclosed (self-attested)
2	The bidder should have had an annual turnover of more than <b>Rs. 50 Lakhs</b> during each of the last three financial years as evidenced by the audited accounts of the company / division.	Copy of the audited Balance Sheets for the preceding three years (i.e. 2022-23, 2023-24 and 2024-25).
3	The bidder should not have incurred losses in any of the last three financial years (i.e. 2022-23, 2023-24 and 2024-25).	Copy of the audited Balance Sheets for the preceding three years (i.e. 2022-23, 2023-24 and 2024-25).
4	<p>The bidder should have should have executed Supply Installation Testing Commissioning (SITC) of HT &amp; LT equipments <b><u>(i.e. Supply, Erection, Earthing, installation, Testing, Termination and commissioning of HT &amp; LT Switch gear, Transformer, VCB units, LT panels, MV panels, Associated spares, cabling etc., within India in last 5 years ending on 31/03/2025 @ Central Govt. / State Govt. offices / PSBs / PSUs / Reputed Private companies &amp; Corporate Bodies</u></b></p> <p>The Bidder should have successfully executed –  <b><u>Three jobs each</u></b> of value not less than 19 lacs <b>OR</b>  <b><u>Two jobs each</u></b> of value not less than 24 lacs <b>OR</b>  <b><u>One job of value</u></b> not less than 38 lacs</p>	Copy of client certification for successful completion and commissioning with name and contact details of signatory should be attached. <b><u>(MANDATORY)</u></b>

5	The bidder should not have been blacklisted /debarred for corrupt and fraudulent practices by Govt. organizations.	Self-declaration on the letter head as per Annexure K
6	The Bidder should have office or service centre in & around Chennai for providing after sales service.	Address of Office, Copy of Trade license etc. should be enclosed
7	Technical Bid should include valid GST registration, PAN documents	Copies of PAN, GST registration etc. to be enclosed (self-attested)

The particulars furnished in the application, Technical bid- Annexure-B & documentary proofs submitted along with are true to the best of my/our knowledge & belief. I/we understand that if any of the particulars is found incorrect, even at a later stage, my/our empanelment will be cancelled & EMD can be forfeited. I/ we understand and accept the terms & conditions of the tender.

**Date:**

**(Signature & Seal of bidder)**

**Name of Bidder:**

**MANDATORY DOCUMENTS TO BE SUBMITTED**

Sr. No.	Annexure No.	Description
i.	<b>Annexure-A</b>	Undertaking: Undertaking duly signed and stamped on bidder's Letter Head as per Annexure-A
ii.	<b>Annexure-B</b>	Technical Bid
iii.	<b>Annexure-C</b>	Commercial Bid (Price Bid)
iv.	<b>Annexure-D</b>	Check List
v.	<b>Annexure-E</b>	PBG format.
vi.	<b>Annexure-F</b>	Integrity Pact.
vii.	<b>Annexure-I</b>	Format for giving consent & Bank Details
viii.	<b>Annexure-J</b>	Particulars of Bidder/ Firm's Constitution
ix.	<b>Annexure-K</b>	Proforma of declaration of Black Listing/ Holiday Listing
x.	<b>Annexure-L</b>	Safety Declaration

**FORMAT OF COMMERCIAL BID (PRICE BID)**

**Supply, Installation, Testing and Commissioning of 11KV single VCB, Transformer, HT Cable replacement, Main and Distribution Panels at Chennai Zonal Office Building, 328, Thambu Chetty street, Parry's Corner, Chennai- 600001.**

Sr. No.	DESCRIPTION OF ITEM	QTY	RATE	AMOUNT
<b>1</b>	<b>Dismantling the following existing items:</b>			
	Dismantle the Transformer unit including the cable end terminations (both on the incoming and out-going sides), other control cables, & other all connected things, and removal of the Transformer unit from the location and shifting to a designated area <b>within the premises.</b>	1 No		
	Dismantle the OCB unit including the cable end terminations (both on the incoming and out-going sides), other control cables, & other all connected things, and removal of the OCB unit from the location 1, location 2 and Transporting and Handing over the same to the stores of the TNEB.	1 No		
	Dismantle the MV Panels unit including the cable end terminations (both on the incoming and out-going sides), other control cables, & other all connected things, and removal of the MV Panels unit from the location 1, location 2 and shifting to a designated area <b>within the premises.</b>	1 No		
	Dismantle the LT Distribution Panels unit including the cable end terminations (both on the incoming and out-going sides), other control cables, & other all connected things, and removal of the LT Panel unit from the location 1, location 2 and shifting to a designated area <b>within the premises.</b>	1 No		
<b>2..</b>	<b>Supply of New Materials as mentioned below:-</b>			
	Supply, Erection, Installation, Testing and Commissioning of 11KV single VCB (including, loading, unloading, crane, vehicle, transport and labour charges)	1 No		
	Supply, Erection, Installation, Testing and Commissioning of 11KV Transformer, (including, loading, unloading, crane, vehicle, transport and labour charges)	1 No		
	Supply, Installation, Testing and Commissioning of Main Panels-800A.with ACB (including, loading, unloading, vehicle, transport and labour charges)	1 No		
	Supply, Installation, Testing and Commissioning of LT Distribution Panels-250A.with MCCB (including, loading, unloading, vehicle, transport and labour charges)	1 No		
	Supply, and Laying, Testing of 11KV Al.Ar.UG 3X 300 sqmm HT Cable (including, loading,	50 Mtrs		

	unloading, vehicle, transport and labour charges)			
	Supply and Termination of 11KV grade 3cx300 sqmm HT cable kit as per TANGEDCO- ID kit	5 No		
	Providing Supply and Straight through Joint of 11KV heat shrinkable grade 3cx300 sqmm HT straight kit as per TANGEDCO (xlpe-al.ar.ug cable)	2 No		
	Supply, Installation, Testing and commissioning of CI Earth Pit heavy duty complete with 100mm dia of 3 mtrs long, salt, charcoal, river sand, terminal clamp, bolt nut, m.s cover etc.as per TANGEDCO with 100% micron	5 No		
	Supply, laying, Testing and Commissioning of 50x6 mm GI busbar flat for suitable insulation, connection bushes, screws, plugs and all necessary accessories .as per TANGEDCO with 100% micron	30 Mtr		
	Supply, laying, Testing and Commissioning of 25x3 mm GI busbar flat for suitable insulation, connection bushes, screws, plugs and all necessary accessories .as per TANGEDCO with 100% micron	30 Mtr		
	Supply, laying, Testing and Commissioning of 50x6 mm Copper busbar flat for suitable insulation, connection bushes, screws, plugs and all necessary accessories .as per TANGEDCO with 100% micron	20 Mtr		
	Charges towards MRT (EB/Third Party) Testing of VCB	1no		
	Charges towards Transformer Testing-EB/Third Party	1no		
	Charges for demolishing and shifting all debris of existing civil structures in the power room1 , Power room2 (including vehicle, and labour charges).	1job		
	<u>Civil work</u> -1 supply and providing cable trench 3x3ft.with slab cover #. From RMG to new VCB. #. New VCB to Transformer and #. Transformer to main MV panel #. MV panel to LT Panel including earth excavation, mason work and with all connected works .	50 Mtr		
	<u>Civil work</u> -2 Supply and providing civil base foundation work for, #. 11KV/630A single indoor VCB (1 Ton) #. 11KVindoor dry type transformer 500 KVA (6 Ton) #. MV and LT panel including material and labour	1job		

	charges with all connected works			
	<u>Civil work -3</u> <b>#. Supply &amp; renovation_of Power Room 1,Power Room2</b>  #. Renovation of existing Power Rooms including:  #. Electrical wiring, Installation of lighting, fan  #. Provision of safety goods and warning/identification stickers as per standards and required all civil works with all connected materials.	1job		
	<b><u>Drawings, Approvals &amp; Final Commissioning</u></b>  #. Preparation and submission of required electrical drawings. inspections,  #. Obtaining necessary approvals, sanctions from relevant authorities.  #. Final testing and commissioning of the complete system.	1job		
	Charges toward liaison & service job for this entire project as mentioned in Scope of Work	1		
	Unforeseen expenditure for this project	1		
	<b>Buyback amount for Old and defunct Equipments</b>	1	<b>(-)</b>	<b>(-)</b>
			<b>Total</b>	
			GST 18%	
			Grant Total	
	<b>Amount in Words (INR):-</b>			

**Note:**

- (i) No enclosures are allowed along with Commercial Bid.
- (ii) Conditional discounts will not be considered.
- (iii) Rates for individual items to be written in words and figures. *(In case of any discrepancy in the amount quoted, the amount mentioned in Words will only be considered.*
- (iv) Rates/amounts to be filled in for all items.
- (v) Use only the forms supplied by the Bank.
- (vi) Separate Sealed envelope to be used for submission of Commercial Bid.

**Check-List**

<b><u>Sl No.</u></b>	<b><u>Particulars</u></b>	<b><u>Compliance Status (Yes / No)</u></b>
1.	Whether Technical & Commercial bid submitted in the E-Tender Website?	
2	Is the Technical bid made in conformity with as per prescribed Annexures?	
3.	Is the Commercial bid made in conformity as per prescribed Annexures?	
4.	Whether copy of relevant documents enclosed along with Tender document?	
5.	Whether site visit has been done?	
6.	Whether attended Pre-Bid meeting? Whether raised any issue in Pre-bid meeting? Whether the issue has been resolved?	
7.	Are all the pages numbered properly and signed and stamped?	
8	Whether EMD & Tender Fee submitted?	
9.	Whether all the required Annexures have been submitted?	
10.	Whether Tender submitted properly ?	
11.	Are document in support of all eligibility criteria submitted?	
12.	Are your materials complied with Scope of work in Point No. 4?	

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**  
**(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),Chennai-700001 (hereinafter called "Purchaser") having agreed to exempt M/s **(Name of the Selected bidder Company)** a Company incorporated under the Companies Act, 1956 having its registered office at **(Address of the Selected bidder company)** (hereinafter called "SELECTED BIDDER") from the demand, under the terms and conditions of Purchaser's Letter of Intent bearing no. ....dated ..... issued to the Vendor (hereinafter called "Purchase Order") in pursuance of Request For Proposal no. -----as modified, of security deposit for the due fulfillment by the VENDOR of the Terms and conditions contained in the Purchase Order, 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 "Bank") at the request of ..... [VENDOR] do hereby undertake to pay to Purchaser an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by Purchaser 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 Purchaser 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 Purchaser any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

4. We, ..... [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said have been fully paid and its claims satisfied or discharged or till Purchaser 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 period), we shall be discharged from all liabilities under this guarantee thereafter.

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

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

7. We, ..... [Indicate the name of Bank ISSUING THE GUARANTEE ] lastly undertake not to revoke this guarantee during its currency except with the previous consent of Purchaser in writing. Notwithstanding anything contained herein:

- i) Our liability under this Bank Guarantee shall not exceed Rs....(Rupees.....) only.
- ii) This Bank Guarantee shall be valid upto ..... and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (date of expiry of Guarantee including claim period).

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

**NOTE:**

- 1. Selected vendor should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.
- 2. Bank 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.

**PRE-CONTRACT INTEGRITY PACT**  
**(To be stamped as per the Stamp Law of the Respective State)**

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Chennai-700001 acting through its Chennai Zonal Office, represented by Addl. General Manager/ Chief Manager, hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, services, etc.) hereinafter referred to as Stores and / or Services.

And

M/s \_\_\_\_\_ represented by \_\_\_\_\_ Chief Executive Officer, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company/ /partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as –Party or collectively as the –parties, as the context may require.

**3. Preamble**

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc of \_\_\_\_\_ and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licensor who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**4. Commitments of the Buyer**

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

- (i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or

accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- (ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- (iii) The Buyer will exclude from the process all known prejudiced persons.

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

## **5. Commitments of the Bidder(s) /Seller(s):**

5.1 The Bidder(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (i) The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- (ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.
- (iv) The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).

5.2 The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held

responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

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

## **6. Agents / Agency Commission**

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMs of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

## **7. Previous Transgression**

7.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

7.2 If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

## **8. Company Code of Conduct**

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

## **9. Sanctions for Violation**

9. If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

(i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.

(ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.

(iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.

(iv) To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

8.2 If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

## **10. Compensation for Damages**

If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

## **11. Price Fall Clause**

The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU or Public Sector Bank and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be

applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

## **12. Law and Place of Jurisdiction**

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Chennai, India.

## **13. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings.

## **14. Integrity Pact Duration.**

15.1 This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.

15.2 If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank .

15.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

## **15. Other Provisions**

16.1 Changes and supplements need to be made in writing. Side agreements have not been made.

16.2 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

16.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

16.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.

16.5 This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

16.6 In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

16.7 The Parties here by sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_  
(Seller/Bidder) and \_\_\_\_\_ on \_\_\_\_\_ (Buyer)

BUYER  
Signature:  
AGM/ Chief Manager  
UCO Bank , Chennai Zone

Place:  
Date:

Witness 1:  
  
(Name & Address)

BIDDER \* /SELLER\*  
Signature:  
Authorized Signatory (\*)

Place:  
Date:

Witness 2:  
  
(Name & Address)

**Letter of Undertaking & Indemnity**

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

To  
UCO Bank  
Zonal Office, Chennai

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

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

- 4) In case we fail to pay the losses, damages and expenses as claimed and demanded by the Bank, Bank shall be entitled to recover the amount by invoking security deposit.
- 5) This Letter of Undertaking & Indemnity shall survive the Agreement entered into between the Bank and us.

Dated, this.....day of .....2025

.....

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

.....

(Signature of the Authorized Signatory of Bank)

Service Level Agreement (SLA) with Selected Vendor

**1. Objective of Service Level Agreement**

The objective of Service level agreement (SLA) is to avoid disputes between the customer ( here UCO Bank, Zonal Office, Chennai ) and the service provider i.e., selected vendor .....

**2. Agreement**

**2.1-Scope of Work**

**The scope of work of the bidder covers for “REPLACEMENT OF OLD 11KV 500KVA OIL COOL TRANSFORMER BY NEW 11 KV 500KVA DRY TYPE TRANSFORMER, REPLACEMENT OF OLD 11KV OCB BY NEW 11KV SINGLE VCB AND REPLACEMENT OF OLD POWER, LT PANELS BY NEW ACB/MCCB POWER AND LT PANELS WITH ALL ASSOCIATED WORKS”** UCO Bank, Zonal Office Building, Chennai, 328, Thambu Chetty Street, Opp. Parry's Corner, Chennai-01. At the time of site visit participating vendor should measure the length & should be guided by BOQ attached herewith. **All equipments will be in conformity with BIS & the system should adhere** with TANGEDCO guidelines in force.

**2.2. Price**

The Price Bid must be submitted as per mentioned Format for Commercial Bid as per the Annexure C. The Selected bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid, over the validity period of the bid.

The Selected bidder shall keep the price valid for a period of at least 6 months from the date of TENDER response process submission closes. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a Selected bidder.

Prices quoted by the selected bidder shall be in **Indian Rupees only**, firm and not subject to any price escalation, if the order is placed within the Tender validity period. Further, subsequent to the orders being placed/agreement executed, the selected bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies viz. Sales tax, excise duty, custom duty, etc.

**2.3. Payment Terms**

Bank will make the payment subject to signing of the contract as follows:

- a) **50% of the quoted supply rate pro-rata against delivery of materials after checking at site and after submission of TNEB inspection / approval report.**
- b) **40% of the quoted amount on completion of testing, commissioning and handing over the system**

c) **10% of the quoted amount will be paid after submission of Bank Guarantee of the equivalent amount for the period of two years from date of Work Order.**

## **2.4 Warranty & AMC**

The Selected bidder shall provide warranty for all the equipment, which will be delivered & installed in sites. The period of **warranty** will be **1 (ONE) year** from the date of successful commissioning of the completed equipments and associated works as per the Scope of Work.

During the warranty period the Selected bidder should maintain the acceptance criteria and shall be responsible for all costs relating to service, maintenance (preventive and corrective), technical support and transport charges from and to the sites in connection with the maintenance of the solution or any components/ parts there under, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified. The Selected bidder should inform the bank about the end of life of the product proposed.

## **2.5 Performance Bank Guarantee**

The selected bidder, within 15 days from the date of purchase order will have to furnish a Performance Bank Guarantee, format as Annexure A, issued by any scheduled commercial bank equal to 10% of the order value valid for 02 years from the date of purchase order. **Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.**

The Performance Bank Guarantee shall act as a security deposit and either in case the prime vendor is unable to start the project within the stipulated time or start of the project 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 Prime Vendor is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD on Delivery and installation.

## **2.6 Installation and commissioning**

Deliveries of the equipment, installation and operationalization of complete solution should be made **within 120 days** from the date of purchase order.

If however, the delay is caused by any action pending from the Bank end, the corresponding period will not be considered while calculation of delay period.

The installation will be deemed to complete when all the equipments as per Scope of Work, has been supplied, installed and made operationalise as per the technical specifications and satisfactory acceptance given by the Bank. The Bidder has to resolve any problems during successful installation and operationalisation.

All the equipment supplied by the Bidder shall be legal and Bidder shall give indemnity to that effect.

Any license, if required, need to be provided by the successful bidder. The successful bidder is solely responsible for any legal obligation related to licenses during warranty period of two years for solution proposed as implemented by the bidder.

The equipment are considered accepted (Commissioned and Operationalised) after signing the Acceptance Test (ATP) document jointly by the representative from the Bank and engineer from the successful bidder. The component level checking for individual item may be included during the acceptance test.

The successful bidder is required to transport the Goods to the specified place as per Annexure I, defined as the Project Site, transport to such place shall be arranged by the bidder, and the related costs shall be included in the quoted Price. Cost for obtaining necessary road permits and other related permits will be the responsibility of selected bidder.

## **2.7 Completeness of the Project**

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

## **2.8 Acceptance Testing**

The Bank will carry out the acceptance tests for testing of successfully commissioning of the whole system as per scope of work. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The Bank at it's' discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing of the system and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.

In case of any discrepancy, the Bank reserve the right to terminate the entire agreement in case the bidder does not rectify the issue/ problem.

## **2.9 Indemnity**

Vendor shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this TENDER or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for

malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notify the vendor in writing immediately on becoming aware of such claim, (ii) the Vendor has sole control of defence and all related settlement negotiations, (iii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation.

Vendor shall be responsible for any loss of life, etc., due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.

Vendor should take full responsibility for its and its employee's actions.

The vendors should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the vendor with Laws / Governmental Requirements
- Non-functioning of the system.
- Negligence and misconduct of the Vendor, its employees, and agents
- Breach of any terms of TENDER, Representation or Warranty
- Act or omission in performance of service.

Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The vendor shall not indemnify the Bank for

- (i) Any loss of profits, revenue, contracts, or anticipated savings or
- (ii) Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and service providers of the Bank would be considered as a "direct" claim.

## **2.10 Publicity**

Any publicity by the Selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

## **2.11 Privacy & Security Safeguards**

The Selected bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Selected bidder under this contract or existing at any Bank location. The Selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application

software. The Selected bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Selected bidder under this contract or existing at any Bank location.

### **2.12 Order Cancellation**

The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- Delay in commissioning / implementation / testing beyond the specified period.
- Serious discrepancy in the quality of service expected during the implementation, roll-out and subsequent maintenance process.
- In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
- Vendor should be liable under this section if the contract/ purchase order has been canceled in case sum total of penalties and deliveries equal to exceed 10% of the TCO.

### **2.13 –Guarantees**

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management of the Installation, Commission the complete system as per Scope of Work, defined under this document, are licensed and legal.

### **2.14- Resolution of Disputes**

The Bank and the supplier Vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the Vendor, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project director and Vendor project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately refer the dispute to the senior authorised personnel designated by the Vendor and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorised personnel designated by the Vendor and Bank, the Bank and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Chennai.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

This TENDER document shall be governed and construed in accordance with the laws of India. The courts of Chennai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this TENDER document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

## **2.15- Termination**

The Bank shall be entitled to terminate the agreement with the Selected bidder at any time **by giving thirty (30) days prior written notice to the Selected bidder.**

The Bank shall be entitled to terminate the agreement at any time by giving notice if:

- The Selected bidder breaches its obligations under the scope document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice.
- The Selected bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved. The Selected bidder shall have right to terminate only in the event of winding up of the Bank.

In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the 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 selected Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that 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.

Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

### **2.16- Effect of termination**

The Selected bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables and maintenance.

Same terms (including payment terms) which were applicable during the term of the contract/ purchase order should be applicable for reverse transition services.

The Selected bidder agrees that after completion of the Term or upon earlier termination of the assignment the Selected bidder shall, if required by the Bank, continue to provide maintenance services to the Bank at no less favorable terms than those contained in this scope document. In case the bank wants to continue with the Selected bidder's services after the completion of this contract/ purchase order then the Selected bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.

The Bank shall make such prorated payment for services rendered by the Selected bidder and accepted by the Bank at the sole discretion of the Bank in the event of clause of termination, provided that the Selected bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be applicable to Selected Bidder. There shall be no termination compensation payable to the Selected bidder.

Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the Selected bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision Selected Bidder hereof which is expressly intended to come into force or continue in force on or after such termination.

### **2.17- Arbitration**

All dispute or differences whatsoever arising between the Selected bidder and the Bank out of or in relation to the construction, meaning and operation, with the Selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.

Work under the Contract shall be continued by the Selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided

in the Contract, no payment due to payable by the Bank, to the Selected bidder shall be withheld on account of the ongoing arbitration proceedings, if any unless it is the subject matter or one of the subject matters thereof. The venue of the arbitration shall be at Chennai.

### **2.19 Non-Assignment Clause**

The selected L-1 bidder/ vendor will be responsible to execute the project under scope of work and will not out source the work or will not engage / assign any other vendor/ contractor/supplier to execute the required work.

### **2.20 -Applicable law & Jurisdiction of court**

The Contract with the Selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Chennai (with the exclusion of all other Courts).

**Format for giving consent & Bank Details****(Details to be provided on Vendors Letter Head)**

UCO Bank,  
Zonal Office,  
Chennai.

Date:

Dear Sir,

We hereby agree to accept the payments of all our bills through NEFT/ RTGS / Internet.  
The desired bank details are given below:

1.	Beneficiary Name	
2.	PAN No.	
3.	Vendor Code / Employee PF No	
4.	Name of Bank (to which payment is to be sent)	
5.	Branch Name	
6.	Address of the Branch	
7.	STD Code & Telephone no of the branch	
8.	Branch Code	
9.	9 digit code of the bank & branch as appearing on the MICR Cheque. (Please ensure that the MICR Code should not start with ZERO) Copy of a cancelled cheque must be enclosed)	
10.	Bank account number (as appearing on the cheque book)	
11.	Account type (SB/CA/CC)	
12.	Branch IFSC Code	
13.	E-mail address of the vendor	
14.	Mobile Number of the Bidder	

Please attach a blank canceled Cheque or photocopy of a Cheque issued by your bank relating to your above account for verifying the accuracy of the account.

I hereby declare that the particulars given above are correct & complete.

Signature & Seal of the Bidder

**PARTICULARS OF BIDDER/ FIRM'S CONSTITUTION**

1. Please tick (√) in the correct box relating to your firm/s organization:

- Proprietorship Firm
- Partnership Firm
- Private Limited Company
  
- Public Limited Company
  
- Any other

- |    |  |  |
|----|--|--|
| 1. | If Proprietorship                            | Name of Proprietor Full Address Contact No.<br><br>Particulars of his/ other Business, if any  |
| 2. | If partnership firm                          | a) Name of partners and their address<br>1.<br>2.  |
| 3. | If Ltd. Co. under Indian Companies Act, 1956 | Please state<br>A) Private Ltd. or Public Ltd.<br>B) Registered Office's Address<br>C) Date of Certificate of in Bank<br>D) Authorized Share Capital<br>E) Subscribed Share Capital<br>F) Main business of the Company |
| 4. | If any other type of constitution            | Please indicate full-- Name & Address of Members / Directors / Chief Executives<br>1.<br>2.<br>(a) Registration Particulars<br>(b) Share Capital<br>(c) Any other business of the Firm                                 |

**(signature of the bidder & rubber stamp)**

Full Name: Address:

**PROFORMA OF DECLARATION OF BLACK LISTING/ HOLIDAY LISTING**  
**(FORMAT TO BE SUBMITTED ALONG WITH TECHNICAL BID DOCUMENTS WITH SIGNATURE AND STAMP ON LETTER HEAD)**

It is understood that if this declaration is found to be false in any particular, UCO Bank Shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including black listing or holiday listing) available to UCO Bank Ltd.

**1.1 In the case of a Proprietorship Firm:**

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s\_\_\_\_\_which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Partner, are presently or have during the past three years, been placed on any black list or holiday list declared by UCO Bank. Or by any department of any Government (State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other country nor is there pending any inquiry by UCO Bank. Or any Department of the Government or by any Public Sector Organization in Indian or in any other country in respect of any corrupt or fraudulent practice(s) against me or any other or my proprietorship concern(s) or against any partnership firm(s) in which I am or was at the relevant time involved as a partner, except as indicated below:

(Here give particulars of blacklisting or holiday listing, an/or inquiry and in absence thereof of state "NIL")

It is understood that if this declaration is found to be false in any particular, UCO Bank Shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including black listing or holiday listing) available to UCO Bank.

**1.2 In the case of a Partnership Firm:**

We hereby declare that neither we, M/s.\_\_\_\_\_submitting the accompanying Bid/Tender nor any partner involved in the said firm either in his individual capacity or as proprietor or partner of any other firm or concern presently are or within the past three years have been or has been placed on any blacklist or holiday list declared by UCO Bank. Or by any department of Government (State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other country nor there is any pending inquiry by UCO Bank. Or by any Department of any Government (State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other country, in respect of corrupt or fraudulence practice(s) against us or any partner or any partner or any other concern or firm of which he is proprietor or partner, except as indicated below:

(Here give particulars of blacklisting or holiday listing and/or inquiry and in the absence thereof state "NIL").

It is understood that if this declaration is found to be false in any particular, UCO Bank Shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including black listing or holiday listing) available to UCO Bank.

### **1.3 In the case of Company:**

We hereby declare that neither we or a parent, subsidiary or other company under direct or indirect common parent (associate company) are presently nor have within the past three years been placed on any holiday list or black list declared by UCO Bank. Or by any Department of any Government (State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other Country: and that there is no pending inquiry by UCO Bank Or by any Department of any Government (State, Provincial, Federal or Central) or any Public Sector Organization in any country against us or a parent or subsidiary or associate company as aforesaid in India or in any other country, in respect of corrupt or fraudulent practice(s), except as indicated below:

(Here give particulars of black listing or holiday listing and/or inquiry and in the absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular, UCO Bank. Shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including black listing or holiday listing) available to UCO Bank.

**Note: This declaration should be signed by the tenderers authorized representative on company letterhead who is signing the bid and scanned copy to be uploaded**

**SAFETY DECLARATION**

I/We hereby declare and confirm that

1. I/ We shall provide, without any exception, Safety Belts to all our workmen/ labourers working at heights (Including building roof top, canopy roof top etc.) for the purpose of rendering services to the Bank under the subject Contract
2. I/We have read and understood the provisions of the Special Terms & Conditions of Contract regarding safety at worksites.
3. I/We shall be bound to pay a penalty of **Rs. 5000/-** for every incident of non-provision of safety shoes/ safety helmet/ safety belts occurring during the pendency of the contract.
4. I/We shall take safe height working permit for working at heights.
5. I/We shall be solely responsible for any accident resulting from unsafe practices or due to non- adherence to safety standard stipulated by the Bank. Any injury / loss of life resulting from the above shall be solely at our risk & cost and we shall bear and pay solely and absolutely all costs, charges and expenses including legal charges incurred in this connection.
6. That the Bank is not bound to be responsible, legally or otherwise, for any acts and/or consequences of unsafe practices during execution of works during the pendency of the contract.
7. The person signing this declaration is the authorized signatory.

**Name:**

**Address:**

**Date:**