HO/GAD/2026-27/2845 **Date: 10.09.2026**

UCO BANK

General Administration Department
Ground Floor, Head Office
10 BTM Sarani, Kolkata-700001
Email: hogad.calcutta@uco.ban.in
Phone: 03344557842
Website http://www.uco.bank.in

Supply, Installation and Commissioning of Hybrid IPEPBAX at Head Office-2, Salt Lake, Kolkata – 700064 including buyback of existing old EPABX system

PART-I (Technical Bid)

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever.

***This document is prepared by UCO Bank for* Supply, Installation and Commissioning of Hybrid IPEPBAX at Head Office-2, Salt Lake, Kolkata - 700064**

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Disclaimer

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

Notice Inviting Tender

A) Sealed tenders are invited from reputed OEMs/vendors towards Supply, Installation and Commissioning of Hybrid IPEPBAX at Head Office-2, Salt Lake, Kolkata - 700064 including buyback of existing old EPABX system.

The bidder (also called the vendor or bidder through this document) appointed shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project.

B) Salient Feature

Tender Reference	**HO/GAD/2026-27/2845 dated 10.09.2026**
Name of the work	Supply, Installation and Commissioning of Hybrid IPEPBAX at Head Office-2, Salt Lake, Kolkata - 700092 including buyback of existing old EPABX system.
Estimated Cost	**Rs.5.90 lacs plus GST (excluding AMC charges)**
Cost of Tender Documents	Rs.250 (Rupees Two Hundred Fifty only) (Non-refundable). **Not Applicable for MSME (Document related MSME to be furnished Under Part-I)**.
EMD	**EMD: a)** EMD of Rs.11,800/- (Rupees Eleven thousand Eight Hundred only) must be submitted with Technical Bid (Part-I) in the form of pay order /demand draft in favour of UCO Bank, payable at Kolkata. **Not Applicable for MSME (Document related MSME to be furnished Under Part-I).** **b)** EMD of unsucessful bidders will be released (without any interest) against their request letter after acceptance of L.O.I by the identified bidders . **c)** EMD of L-1 bidders will be released (without any interest) after submission of Performance Bank Guarantee. **d)** However, if Successful tenderer withdraws their acceptance of our L.O.I before submission of Performance Bank Guarantee, UCO Bank will have the right to forfeit the Earnest Money Deposit without making reference.
Pre Bid Meeting	Pre Bid Meeting will be held on 21.09.2026 at 15:00 hours at UCO Bank, GAD, Head Office at Ground Floor, 10 BTM Sarani, Kolkata-700001 where issues relating to the tender will be discussed and clarifications, if any, will be furnished. Bidders are requested to attend the pre-bid meeting at their cost. The decision taken on Pre Bid meeting regarding any changes in BOQ (if any) will be uploaded in Bank's website in form of corrigendum which will be the part of tender document.
Last Date and Time Submission of Tender	30.09.2026 up to 03:00 PM
Date and Time of Opening Technical Bid i.e Part-I	30.09.2026 at 04:00 PM
Date, time and place of Opening of Financial Bid	Will be informed to all the technically qualified bidders
Submission of Bids	Bid must be submitted in <u>Two Bid System</u>

Mode of submission	**(a)** Online submission-(To be scanned and uploaded in our e-tender website.) **(b)** Off line-Hard Copy Submission (Part-1 Only)
Process to be followed	*This Tender will follow e-Tendering process [e-bids] as under which will be conducted by Bank's authorized e- Tendering Service Provider M/s Antares Systems Ltd through the website* **www.tenderwizard.in/UCOBANK** *Following activities will be conducted online* *through above website:* *Submission of Technical Bid & Price Bid by the Vendor* *a) Opening of Technical Bid & Price Bid by the Bank* *b) Clarification, if any, sought by the* *c) Bank.* *d) On-line evaluation by the Bank.* *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* *(***https://www.tenderwizard.com/UCOBANK** *through the "Register" link provided on the home page.* *Bidder will create login id & password on their own in registration process.* *Following facilities shall be provided to the bidders /* *vendors by service provider M/s Antares Systems Ltd:* *a) Support to the Bidders for participating in the bids through e-tendering Website.* *b) Call center support/ email/ phone/mobile etc. in all possible medium.* *c) Registration with the e-tendering website.* *User Manual / Training Kit to the Bidder.* *d) Any no. of users of Vendor/ Bidder organization can take support on the e-tendering system.* *e) Bidder who wish to participate in this tender need to procure Digital Signature Certificate (for Signing and Encryption) as per Information Technology Act-2000 and*

	CVC guidelines using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact with M/s Antares Systems Ltd. at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Signature Certificate need not to procure the same. *In case bidders need any clarification/technical help regarding online participation, they can contact* *Antares Systems Ltd.* *Registered Office at: #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore – 560079.* *Ph: - 080-49352000 / 40482000* *Fax: - 080-49352034* *Help Desk: 9073677150/ 151 / 152 / 9674758506 / 9674758723 / 26* *Contact Person: Mr. Kushal Bose/ Mr. Siddhartha Sundar Mondal - Mobile no. 07686913157 / 09674758723* *(On working days-0900 hours–1800 hours) e-mail: kushal.b@antaressystems.com* *: siddharthasundar.m@antaressystems.com* *Bidders who wish to participate in e-Tender need to fill data in predefined forms of RFP, Technical, Financial Bid available in respective tender only.* *Bidder should upload scanned copies of reference documents in support of their eligibility of the bid and as per the instructions given in tender documents* ***<u>After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.</u>***
Address of Communication	GAD, Head Office at Ground Floor, 10 BTM Sarani, Kolkata-700001
Email address	*Hogad.calcutta@uco.bank.in*
Contact Telephone/Fax Numbers	03344557842
Validity of Tenders	120 (One Hundred and Twenty) days from the date of opening.

C) Documents required with the prescribed form:

a) Online submission-(To be scanned and uploaded in our e-tender website.) in Part-1:

(i) True/Certified copy of PAN card, GST Regn. Certificate, Trade License.

(ii) True/Certified Copies of audited balance sheet & Profit and Loss a/c for the last three financial years i.e for 2022-23, 2023-24 and 2024-25.

(iii) True/Certified copy of Experience Certificate/work order

(iv) **Documentary evidence related to registered office at Kolkata**

(v) Demand Draft of EMD/Document related MSME to be furnished Under Part-I(in case of non-submission of EMD), Pre Contract Integrity Pact, are to be also uploaded on e-tender website.

(vi) OEM Authorization Certificate

(vii) Certificates of TEC, CE, FCC, ROHS, EMI-EMC issued by competent authorities

(viii) **Integrity Pact in Bank's standard format on Rs.100 non-judicial stamp paper**

(ix) Application form and form of tender filled and submitted

(x) *All pages of this RFP as downloaded from the website should be duly signed by the authorized representative of the company on all pages including all Annexures*

D) Miscellaneous Items:

1) All the information relating to corrigendum if any, result of pre-bid meeting, selection of bidders to participate in Price Bid, name of L-1 bidders etc. will be available on e-tender website which may please be noted. Separate newspaper advertisement will not published

3) In case date of pre-bid meeting, last date of receipt or opening of tender are declared as holiday, the respective date shall be treated as deferred and will be re-scheduled to next working day correspondingly.

4) It may be noted that the requirement given in this RFP is indicative only.

5) Tenders/offers through any other mode as mentioned above will not be accepted.

5) Bank reserves the right to accept or cancel any or all tenders without assigning any reason.

6) All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or there is any correction in Price Bid is not duly signed and dated by the bidder are liable to be rejected.

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

Eligibility Criteria

i) The bidder must be a Firm/Company/Govt Dept having valid license issued by the Local Body (Govt of West Bengal), authorized to issue such certificate.

ii) The bidder must have a minimum Annual turnover of twice the estimated cost for the last three financial years ending 31.03.2025. Certificate of audited balance sheet for last three years must be enclosed. Vendor should be a profitable organization.

iii) The bidder must be registered under GST.

iv) The bidder should have PAN.

v) The bidder must have experience in executing the similar work as under at Public Sector Banks/RBI/Govt Organizations/PSU/Reputed Private Organization:

a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost within seven years ending last day of the month previous to the one in which applications are invited in execution of similar works. or

b. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost within seven years ending last day of the month previous to the one in which applications are invited in execution of similar works. or

c. One similar completed work costing not less than the amount equal to 80% of the estimated cost within seven years ending last day of the month previous to the one in which applications are invited in execution of similar works

vi) The bidder should have local office in Kolkata.

vii) The bidder must be an OEM or an authorized partner/distributor/system integrator of the OEM of the proposed Hybrid IPEPABX.

Evaluation Criteria

Lowest Bid Value will be evaluated on lowest price offered by the bidder against Price quoted on e-tender website. Price Bid also consists of AMC which shall be used for evaluation of L-1 rate. However, the L-1 bidder will have required providing services as per AMC rate quoted after the expiry of OEM warranty period. Bank will not pay AMC during OEM warranty period.

REJECTION OF BID:

The bid is liable to be rejected summarily if:

i) Tenders are received through any other mode.
ii) It is not in conformity with the instruction mentioned in this tender document.
iii) If it is not accompanied by requisite tender cost and EMD as stated above.
iv) It is received after expiry of the due date and /or time.
v) It is evasive and contains incorrect information.
vi) If there is canvassing of any kind.
vii) If any indication of price/rate/charges is being found in Part-I of the tender.
viii) If the tender/R.F.P is conditional.
ix) If there is any conflict of Interest between Bank and Tenderer at any stage.

SCOPE OF WORK

1. The selected bidder shall be responsible for the supply, installation, configuration, commissioning, testing, training, warranty, and post-warranty maintenance support (AMC on chargeable basis) of Hybrid IP EPABX at Head Office of UCO Bank at Salt Lake, including the buyback of old EPABX on "as-is-where-is" basis.

2. **The proposed Hybrid IP EPABX System shall not reach End-of-Life (EOL) or End-of-Support-Life (EoSL) for a minimum of seven (7) years from the date of commissioning. In the event the OEM declares the proposed system EOL/EoSL within this period, the bidder shall provide an equivalent or higher model/solution at no additional cost to the Bank, ensuring continuity of service, support, and features.**

3. Any audit exercise, including but not limited to Internal Audit/External Audit/IS Audit/RBI/Regulatory Audit etc. when conducted, it shall be the Successful bidder's responsibility to rectify the gaps unearthed during these audit exercises at no additional cost to the bank during the contract period. Further, it shall be the responsibility of the selected bidder to close/comply with the audit observations as per the Bank's policy.

The scope shall broadly include but not be limited to the following:

a. Supply & Installation:-Supply of fully equipped Hybrid IP EPABX System including:

- ➢ Necessary hardware, software, licenses and media gateways

b. System Configuration & Integration

- Configuration of Hybrid IP EPABX and all SIP phones as per UCO Bank numbering plan and user requirements
- Integration with UCO Bank existing networking system
- ➢ Integration of Proposed Hybrid IP EPABX at HO -II, Salt Lake, Kolkata

c. Testing & Commissioning

- ➢ Functional and performance testing of the Hybrid IP EPABX System
- ➢ End-to-end testing of internal/external calls, call transfers, conference calls, voicemail (if applicable)
- ➢ Handover of test results and successful commissioning certificate

d. Documentation & Training

- ➢ Preparation and submission of system configuration documents, user manuals, admin guides, SOP etc.
- ➢ Onsite training for UCO Bank staff and designated users (admin and end-user level)

e. Warranty & AMC Support

- Comprehensive onsite warranty support for **one year** from date of commissioning
- **Post-warranty AMC** for a period of **four years** including:
    - ➢ Preventive and corrective maintenance
    - ➢ Software, patches, version updates/upgrades etc.
    - ➢ Remote and onsite technical support
    - ➢ Provision of replacement of faulty hardware within defined SLAs
- Provision of replacement of faulty hardware within defined SLAs

f. Buyback of Obsolete Equipment

- Dismantling of old EPABX from the site
- Disposal to be done in accordance with Bank's Policy
- Bidder to quote separate buyback value in commercial bid
- Issuance of buyback acknowledgment.

g. Compliance & Certification

- Solution must comply with:
    - Government of India's **Make in India (MII)** guidelines
    - Relevant telecom standards
- All hardware must be brand new, original, and from authorized OEMs

4. Support and Warranty

- One-year comprehensive onsite warranty for all supplied hardware and software
- Access to helpdesk/technical support and escalation matrix
- Periodic software upgrades and patches management.
- The selected bidder shall be required to execute a Comprehensive Annual Maintenance Contract (AMC) for a period of four (4) years post one year warranty. The bidder must maintain high service quality and ensure uninterrupted operations of the Hybrid IP EPABX System. Failure to meet the defined SLAs shall attract penalties as outlined below:
- The selected bidder shall provide AMC support services with a maximum response and resolution time of 24 hours from the time of reporting of the complaint. Any delay beyond 24 hours shall incur a penalty of Rs.500.00/- for each day of delay, which shall be recovered from AMC payment due to contractor.

- ***Preventive Maintenance***
- Preventive maintenance shall be conducted **monthly basis** at mutually agreed intervals.

5. Period of Contract

The contract resulting from this RFP shall remain valid for a period of **five (5) years** from the date of sign-off, comprising:

- **One (1) year of warranty period** from the date of successful commissioning of the complete Hybrid IP EPABX System and Phones; and
- **Four (4) years of Comprehensive Annual Maintenance Contract (AMC)** support post warranty.

The selected bidder shall be responsible for providing all necessary support, including preventive and corrective maintenance, firmware and software updates, bug fixes, and technical assistance, during the entire contract period.

Any extension of services beyond the contract period shall be subject to mutual agreement and the approval of the competent authority of the Bank.

Note:

This RFP is not exhaustive in describing the functions, activities, responsibilities and services for which Vendor will be responsible. The Bidder, by participation in this tender, implicitly confirm that if any functions, activities, responsibilities or services which are either not specifically described in this RFP or specifically described but has to undergo suitable changes/modifications due to regulatory/statutory changes and are termed necessary appropriate by UCO 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 RFP and Bidder's response to the same extent and in the same manner as if specifically described in this RFP and Bidder's response.

GENERAL TERMS & CONDITIONS

1 Price and Taxes:

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

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

- Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure that accurate transaction details, as required by GST laws, are timely uploaded in GSTN[1]. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with UCO Bank, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time the accurate tax amount is finally reflected in the GSTN to UCO Bank's Account and is finally available to UCO Bank in terms of GST laws and that the credit of GST so taken by UCO Bank is not required to be reversed at a later date along with applicable interest.
- UCO Bank has the right to recover monetary loss with interest and penalty suffered by the Bank due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to UCO Bank for the fault of supplier shall be recovered by UCO Bank by way of adjustment in the consideration payable or otherwise.
- Supplementary invoices/debit note/credit note for price revisions to enable UCO Bank to claim tax benefit on the same shall be issued by Vendor for a particular year before September of the succeeding financial year.

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

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

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

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

4. a. Performance Bank Guarantee: Successful Bidders will have to submit a performance Bank Guarantee equivalent to 5 % of work order value prior to or at the time of execution of the Agreement for one year with a claim period of further three months (Defect Liability Period will be started from

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virtual completion of work). The Bank Guarantee to be issued by any Nationalized Bank or any scheduled commercial Bank banking in India other than UCO Bank or its subsidiary, as per enclosed format in Annexure-1. Any defect in the work or operational service, arising out during the period and not attended by the contractor within two days from the date of reporting the defect, will be rectified by the Bank through some other agency and the cost thereof will be recovered from the company and or by invoking the B.G. The performance Bank Guarantee will be returned to the contractor after the Defect Liability Period of 12 months. Bank has the right to invoke the BG for any non-compliance of the terms & conditions of this RFP or the Contract to be executed between the selected bidder and the Bank at any point of time without prejudice to its other rights and remedies available under the Contract and/or the Law (s) for the time being in force.

5. Execution of Agreement: The successful bidders will have to execute an Agreement with **Bank** in non-judicial stamp paper of requisite value purchased in favor of the vendor or UCO Bank and as per the Bank's standard format which should be notarized.

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

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

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

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

10.CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT: Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till the date and time mentioned in this RFP. Further, at least 7 days prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website and such notification shall be deemed to be sufficient notice to all. No individual communication will be sent to any bidder in this regard. On the issue of any such notice regarding modification of contents of RFP, this RFP shall be read as if such modification were part of the original RFP.

11. Liquidated Damage: In case of failure to complete the work within the stipulated period of time by fault of the successful vendor, liquidated damage @ 1% of the accepted contract sum for delay of each week or part thereof shall be recovered from successful vendor. The total of liquidated damage shall be subject to a maximum of 10% of the accepted contract value, accrual of which entitles us to rescind the contract.

12. TERMINATION FOR DEFAULT(S)
Bank reserves its right to cancel the work/purchase order and/ or terminate this Agreement by giving 15 days' prior notice in writing to the Vendor without prejudice to its rights and contentions available under this Agreement or under the Law (s) for the time being in force in the following circumstances: -

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

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

Notwithstanding anything contained hereinbefore, Bank shall have the right to terminate the contract at any time at its own convenience by serving a prior written notice of 15 days to the vendor without assigning any reason and without cost or compensation therefor.

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

14. Date of Commencement of work: The work shall be deemed to be commenced from **seventh day** from the date of receipt of work order or handing over of site whichever is earlier. The work should be started in consultation with Chief Manager (H.O-GAD).

15. Time of Completion: 21 days from the stipulated date of commencement of the work.

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

17. DISPUTE RESOLUTION MECHANISM: The Vendor and The Bank shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner***:***

a. The Party raising a dispute shall address to the other Party a notice in writing requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

b. The matter will be referred for negotiation between designated officials of the Bank /Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same shall be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 30 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

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

The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement.

18.GOVERNING LAWS AND JURISDICTION: This contract shall be governed by and construed in accordance with the Laws of India for the time being in force and all the dispute(s) or difference(s) arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts at Kolkata.

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

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

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

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

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The bidder or BANK shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above.

Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

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

- To maintain and use the Information only for the purposes of this Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- To treat all Information as Confidential Information.
- Conflict of interest: The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

23. NON-TRANSFERABLE OFFER: This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process. There will not be any type of outsourcing.
The bidder should also submit an undertaking to the effect that he has not made any modification in the original copy of RFP and his bid would be liable for rejection for any violation of the above.

24. PERIOD OF VALIDITY OF BID: Bids shall remain valid for Ninety days after the date of bid opening prescribed by BANK. BANK holds the rights to reject a bid valid for a period Ninety days as non-responsive, without any correspondence. In exceptional circumstances, BANK may solicit the Bidder's consent to an extension of the validity period.
The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

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

26. PRELIMINARY SCRUTINY: BANK will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.
BANK may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and BANK reserves the right for such waivers.

27. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER/BID: BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. BANK has the right to re-issue tender/bid.
BANK reserves the right to make any changes in the terms and conditions of work that will be informed to all bidders. BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

28. SIGNING OF THE BID: The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

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

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

31.OWNERSHIP AND RETENTION OF DOCUMENTS

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

32.Signing of Contract/Agreement

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

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

33. Bank reserves the right to the following:

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

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

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

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

or

b) If it was found that the successful Bidder had made any statement or had enclosed any documentary evidence which turns out to be false/incorrect at any time till the bank's final settlement of the bills submitted by the bidder, for the audit assignment undertaken by the bidder.

c) The bid security amount will be forfeited if the vendor refuses to accept work order or having accepted the work order fails to carry out his obligations mentioned therein.

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

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

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

ANNEXURE-I

APPLICATION FORMAT

1. **Name of Applicant** :

   Registered Address of the Applicant with Telephone No., FAX & E-mail ID:

2. **Address and contact details of local Office**:

3. **Status of the Applicant**(whether Proprietary/Private Ltd./Public Limited/ Co-operative Society/Public sector/ Autonomous body/Govt. Department):

   (Enclose copies of relevant documents)

4. **Whether the applicant have necessary license(s) / permit / sanction from the respective authority (ies)**

   (Enclose copies of relevant documents)

5. **Whether registered for GST.**

   If so, please mention the GST registration number and furnish a copy

   of such registration certificate:

6. **Details of Permanent Account Number**:

   (Enclose photocopy of PAN Card)

7. **Detailed Particulars of the work done** :

Name of organization	Value of work

(Enclose copies of relevant work orders)

8. Detailed Particulars for having a minimum annual turnover and audited balance sheet for the last three financial years ending 31.03.2025. Yes/No

(Enclose copies of Audited Profit & Loss A/c and Balance Sheet for 31.03.2023, 31.03.2024 and 31.03.2025.)

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

Date: Signature of Applicant

ANNEXURE-II

FORM OF TENDER

To
The Asstt. General Manager(H.O-GAD)
UCO Bank ………….

Sir,

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

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

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

For and on behalf of
____

(With seal)
Signature _________________
Name ____________________
Designation _______________
DULY AUTHORIZED SIGNATORY __________ day of ________ 2024

ANNEXURE-III

FORMAT OF BANK GUARANTEE

To:
The ………………………………………..
………………………………………………
………………………………………………

(To be stamped in accordance with the stamp act)

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

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

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

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ……………………………………………(date of expiry of Guarantee including claim period).

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

Yours' faithfully,

For and on behalf of

___________________________Bank

Authorised Official

ANNEXURE-IV

FORMAT OF INTEGRITY

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

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

And

……………………… Hereinafter referred to as "The Bidder/Contractor".

<u>Preamble</u>

The Bank intends to award, under laid down organizational procedures, contract/s for………………………………The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder (s) and / or contractor (s).

In order to achieve these goals, the Bank will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Bank.

1.The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Bank will during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidders (s) the same information and will not provide to any Bidders (s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c. The Bank will exclude from the process all known prejudiced persons.

2. If the Bank obtains information on the conduct of any of its employees which is criminal offence under the IPC/PC Act, or it/if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

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

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

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

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

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s) / contractors will not use improperly for purposes of competition or personal gain, or pass on to others, any information or document provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

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

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

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

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

Section 4: Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

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

Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2. If the bidder makes incorrect statement on this subject he can be disqualified from the tender process and action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

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

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

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

Section 8 : Independent External Monitor/Monitors

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

   The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit

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

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

Section 9 – Pact Duration.

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

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

Section 10 – Other provisions

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

- Changes and supplements as well as termination notices need to be made in writing.
- If the Contractor is partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

____

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

(Office Seal) (Office Seal)

Place____________ Place____________

Date____________ Date____________

Witness : (Name & Address) Witness : (Name & Address)

Annexure-V

DRAFT

Letter of Undertaking & Indemnity

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

To
UCO Bank
General Administration Department
Head Office

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

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.

In case we fail to pay the losses, damages and expenses as claimed and demanded by the Bank, Bank shall be entitled to recover the amount by invoking Performance Bank Guarantee furnished by us without any prior notice to us.

4) This Letter of Undertaking & Indemnity shall survive the Agreement entered into between the Bank and us.

Dated, this……………………..day of …………………2026

……………………….

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

HO/GAD/2026-27/2845 **Date: 10.09.2026**

UCO BANK

General Administration Department
Ground Floor, Head Office
10 BTM Sarani, Kolkata-700001
Email: hogad.calcutta@uco.ban.in
Phone: 03344557842
Website http://www.uco.bank.in

Supply, Installation and Commissioning of Hybrid IPEPBAX at Head Office-2, Salt Lake, Kolkata – 700064 including buyback of existing old EPABX system

PART-II (Price Bid)

Total Solution Cost:

A. Supply, Installation, commissioning, testing and support of Hybrid IP-EPABX Communication System for 5 years at UCO BANK (Inclusive of All Taxes)

S. No.	Description	Qty	Amount (Excl. of Taxes)	Amount GST	Amount (Incl. of Taxes)
1	**IP-PBX/EPABX/HYBRID IP EPABX System**				
1.1	The Hybrid IP EPABX Communication System with IP switching technology and 100% non-blocking 352 user Communication System scalable up to1024 users at HO-II of UCO Bank. **Configuration**: 352 Analog extension port extendable Up to 1024 Port 05+1 PRI No.of SIP Extension-180 Digital Extension Ports-4 to 32 IP Extension-252 IP Trunks-4 to 32 Number of IP Extensions -8 to 128 Type of cards supported :PRI, E1,Radio Interface, GSM,IP Number Of conference -32 Connectives : FXS/FXO/IP Trunks/IP Extensions/PRI CPU CARD/Power/Supply Card/Paging/IP Paging & Others Operating temperature:0 degree to 45 degree Celsius Relative Humidity: Up to 95% Rh 200 IP user license IP Based Operator Console with BLF (minimum 32 Programmable Keys) Should support CPU and Power supply active-standby redundancy	1 set			
2	**Implementation Cost**				
2.1	One Time Implementation Cost(OTC): Implementation, Installation, Configuration, Training etc.				
3	**Buyback of Existing old EPABX (Negative quote, mandatory)**				
3.1	Buyback of existing EPABX ("As Is, Where Is" basis)		1 Lot		

Total Solution Cost (A)				

Note: All accessories, cables etc. required for operational of the system and phones are to be considered.

B. *Onsite Comprehensive Annual Maintenance Cost (CAMC) (will be considered for evaluation of L-1 rate)*

Onsite Comprehensive Annual Maintenance Cost (CAMC) of hybrid IPEPABX system				
S. No.	**Description**	**Amount (Excl. of Taxes)**	**GST Amount**	**Amount (Incl. of Taxes)**
1	CAMC for 2nd year			
2	CAMC for 3rd year			
3	CAMC for 4th year			
4	CAMC for 5th year			
Total Onsite Comprehensive Annual Maintenance Cost (B)				

Total Contact Value = Total solution cost (A) + Total Onsite Comprehensive Annual Maintenance Cost (B)