



**REQUEST FOR PROPOSAL FOR  
EMPANELMENT OF VENDORS AND RATE CONTRACT  
FOR SUPPLY & INSTALLATION OF  
PHYSICAL SECURITY EQUIPMENTS ON PAN INDIA  
BASIS**

**UCO BANK, HEAD OFFICE**  
**CENTRAL SECURITY DEPARTMENT**  
**10, B.T.M.SARANI**  
**KOLKATA-700001**



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**UCO BANK  
HEAD OFFICE  
CENTRAL SECURITY DEPARTMENT  
10, B.T.M.SARANI  
KOLKATA-700001**

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**Empanelment of vendors and Rate Contract for Supply, Installation, and Maintenance of  
Physical Security Equipment's on Pan India Basis**

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

**DISCLAIMER:-**

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







UCO BANK  
CENTRAL SECURITY DEPARTMENT  
HEAD OFFICE  
10, B.T.M.SARANI, KOLKATA-700001

REQUEST FOR PROPOSAL (RFP)

DATE: 18.07.2024

**Empanelment of vendors & Rate Contract for Supply, Installation, and Maintenance of Physical Security Equipment's like Strong Room Door, Cash Safe, Gold Safe, Safe Deposit Locker Cabinets, Safe cum Safe Deposit Lockers, Bin Cabinets, FRFC, FRRRC, etc. on Pan India basis.**

UCO BANK, a body Corporate, established under The Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10,B.T.M. Sarani, Kolkata- 700001, India, hereinafter called "The Bank", is one of the leading public sector Banks in India having more than 3200+ branches and 2500+ATMs spread all over the country.

UCO Bank, Central Security Department, Head Office, 10, B.T.M.Sarani, Kolkata-700001 invites Request for Proposal (RFP) for Supply, Installation, and Maintenance of Physical Security Equipments like Strong Room Door, Cash Safe, Gold Safe, Safe Deposit Locker Cabinets, Safe cum Safe Deposit Lockers, Bin Cabinets, FRFC, FRRRC from the prospective bidders having proven past experience and competence in the field and offering services to various banks at different locations in India.

The RFP details are furnished as under:

**Scope of Work**

During the current financial year, the Bank is planning to open 130 new branches spread all over India. The Empanelment of vendors (OEMs) & Rate Contract for Supply, Installation, and Maintenance of Physical Security Equipment's like Strong Room Door, Cash Safe, Gold Safe, Safe Deposit Locker Cabinets, Safe cum Safe Deposit Lockers, Bin Cabinets, FRFC, FRRRC, etc. on Pan India basis for a period of **03 (three) years** will be through e-tendering process, to be conducted by our empanelled agency M/S Antares Systems Ltd.

After empanelment the rate contract, which will be among the empaneled vendors (OEMs) by the process of reverse auction procedure; through which the unit price of all the physical security equipments to be procured by the bank will be fixed for a period of **01 (one) year**.

UCO Bank, Head Office will directly place the order of requirement to selected agency to deliver the material at particular branch. The selected agency to ensure and deliver the material

and its installation within six weeks upon such request. The bills are to be submitted directly to respective Branch/Zonal Office for settlement of dues.

After completion of one year, the rate will be reviewed by the Bank considering various factors of market and decide on whether to continue with the same rate/revise the rates. Supply order for the same will be issued by UCO Bank, Central Security Department, Head Office, Kolkata and on successful installation/delivery, necessary bills thereof will be settled by the respective Zonal Office of the bank, as per the location of delivery of the products.

#### RFP Details & Important dates:

|  |   |
|--|---|
| Advertisement in Newspaper and banks website on  | <b>01/08/2024</b><br>Banks website – <a href="http://www.ucobank.com">www.ucobank.com</a>   |
| Date of issue of RFP   | <b>01/08/2024</b>   |
| Date, Time and venue of Pre-Bid Meeting  | <b>07 /08/2024 , 11-00 A.M.</b> at Central Security Department, Head Office, 10, B.T.M. Sarani, Kolkata-700001  |
| Last Date for submission of Bid (Both Technical and Price Bid)                                   | <b>23/08/2024, up to 17-00 hours</b> through e-tender process (e-tender portal - <a href="http://www.tenderwizard.com/UCOBANK">www.tenderwizard.com/UCOBANK</a> )   |
| Date & Time of opening of Bid for Preliminary Scrutiny (Technical Bid) for Empanelment of vendor | <b>26/08/2024, at 11-00 A.M.</b> at Central Security Department, Head Office, 10, B.T.M. Sarani, Kolkata-700001   |
| Commercial Bid (RFQ)   | To be opened only for short listed vendors, Date will be intimated later to the shortlisted vendors   |
| Date & Time of Reverse Auction for rate contract (Items at Sl no 1 - Sl no 7 )                   | Date will be intimated later to the shortlisted vendors   |
| Address of Communication   | Chief Security Officer, Central Security Department, Head Office, 10, B.T.M. Sarani, Kolkata-700001   |
| Contact Number UCO Bank  | Ph. No : 033) 44557382/8031<br>Email: <a href="mailto:hosecurity.calcutta@ucobank.co.in">hosecurity.calcutta@ucobank.co.in</a>  |
| Contact Details of M/S Anteras Systems Pvt Ltd   | Kushal Bose : 9674758719<br><a href="mailto:E-Mail-helpdesk857@etenderwizard.com">E-Mail-helpdesk857@etenderwizard.com</a><br><br>Mr Biswajit Chakraborti: 9674608723<br><a href="mailto:E-Mail-helpline1tenderwizard@gmail.com">E-Mail-helpline1tenderwizard@gmail.com</a> |





|   |
|---|
| E-tender Portal :<br><a href="http://www.tenderwizard.com/UCOBANK">www.tenderwizard.com/UCOBANK</a> |
|---|

**Note:**

- a. In case the specified date of submission and opening of Bid is declared a holiday in West Bengal, the RFPs will be opened on next working day and will be opened on the same day.
- b. All the information relating to corrigendum, results of pre-application meeting, selected vendors will be given in Bank's website as well as in M/S Antares systems Ltd website only, which may please be noted. No separate news paper notification will be issued in this regard.
- c. In case the date of pre-bid meeting, last date of issuance and/ or the date of receipt and opening of application meeting, are declared as holiday, the respective date shall be treated as deferred/re-scheduled to the next working day correspondingly.
- d. Telegraphic, Fax and E-mail application will not be accepted.
- e. Any application submitted without the vendor's information / details as per the format prescribed in this RFP document, will not be entertained.
- f. Bank reserves the right to accept / reject any or all offers without assigning any reason.

  
(DGM & Chief Security Officer)  
Central Security Department,  
Head Office, 10, B.T.M. Sarani,  
Kolkata-700001



# TECHNICAL BID





UCO BANK  
HEAD OFFICE  
10 BTM SARANI, KOLKATA-700001

## **NOTICE**

### **EMPANELMENT OF VENDORS & RATE CONTRACT FOR SUPPLY, INSTALLATION & MAINTENANCE OF BANK PHYSICAL SECURITY EQUIPMENTS**

UCO Bank, Head Office, 10 BTM Sarani, Kolkata-700001, invites applications for empanelment of manufacturers of Security Equipments for its branches and offices throughout India. List of Security Equipments are enclosed as per Annexure: A-1 to A-7.

#### **PRE-QUALIFICATION CRITERIA:**

The vendor must be the **Original Equipment Manufacturer (OEM)** & must fulfill the following eligibility criteria. They are required to submit copies of documents to substantiate their qualifying criteria.

- 1) The vendor must have valid ISO 9001 and ISO 14001 certifications.
- 2) The vendor must have been registered under the Companies Act at least 10 years earlier from the date of the Empanelment/RFP notice(Registration Certificate has to be enclosed)
- 3) The vendor must have valid Registration of GST,PAN.
- 4) The vendor must have cumulative annual sales turnover of at least Rs. 10 Crore in India through Security Equipment only during last three financial years, i.e. FY 2020-21, 2021-22, and 2022-23 with not less than 3 crores in each year. Audited Balance sheets & Profit & Loss Statements of last three years to be submitted.
- 5) The vendor must be a profitable organization and must have shown profit in India in each of the last three financial years.
- 6) The vendor must have been in the business of Supply & Installation of security items at Nationalized/Public Sector Bank's Currency Chest and Vault Room related Security equipment for minimum last 05 years. Proof of the same in the form of Valid Purchase Order Copies and Invoice/Bill copies for such Bank Branches / Currency Chest Vault Room Security Equipment like Safe Deposit Locker cabinets, Strong Room Door/High Security Door with Air Ventilator, FRFC,FRRC, Gold safe and Cash Safes, Bin cabinets in the last FIVE years to be furnished or valid BIS certificates may be produced. Only vendors, who are in the business of supply of each and every product in bank procurement list, will be considered suitable for empanelment for the specific products having a valid BIS certification.
- 7) The orders obtained from Banks in last 05 years must be in the name of the vendor comprising of the aforementioned Bank Branch / Currency Chest Vault Room. Security Equipment must comply to the following criteria:

"THREE Purchase orders during last three financial years i.e. FY 2020-21, 2021-22, and 2022-23 from any public sector Bank, of Total value Rs 50 Lacs in each year for products including Safes, Strong Room Door, Safe Deposit Locker Cabinets, Fire Resisting Filing Cabinet, Fire Resisting Record Cabinet, Currency Bin Cabinets".



- 8) The vendor/OEM must have manufactured at least 500 Torch and Tool Resistant (TRTL) Safes, at least 300 TRTL Strong Room Doors, 500 Safe Deposit Locker cabinets, 200 Fire Resisting Filing Cabinets / Fire Resisting Record Cabinets cumulative of last three financial years, FY 2020-21, 2021-22, and 2022-23. (These items should be BIS certified only and duly certified by a Chartered Accountant and Certificate to be furnished.)
- 9) The vendor must possess Valid BIS License to manufacture and supply the aforementioned security equipment – TRTL Safes, Strong Room Doors, Safe Deposit Locker Cabinets, (Copy of initial BIS licenses granted to the vendor /OEM must be enclosed). The vendor will be empanelled for a specific product(s) for which they have a valid BIS license.
- 10) The vendor must be the Original Equipment Manufacturer of the Locks used in the aforementioned security equipment. (The OEM must give a written undertaking)
- 11) The vendor /company must have at least one office/ authorized dealer in every State in India except in Himachal Pradesh (serviced from Chandigarh) & the North Eastern States. However, at least one office/ authorized dealer in Assam or in any of the other North Eastern States shall be considered sufficient for the entire NE region. (Attach list of offices/authorized dealers, state wise, with address along with landline numbers and email address. Absence of any of these details or wrong details shall make the tender ineligible).The list should contain the GST numbers of the Dealers & also the OEMs.
- 12) The vendor must have valid empanelment and /or Rate Contract with at least 2 Public Sector Banks as of date of empanelment notice.
- 13) The vendor must furnish a valid latest Bank Solvency Certificate of Value at least Rs. 5 Crores.
- 14) The vendor must not have been blacklisted / barred/Or must not be under stop procurement for any product, from supplying by any PSU Bank/ Private Bank /NBFC/Co-operative Bank /PSU Enterprises/Government Department in last 5 years and nor shall its name be figured in IBA caution list. A written undertaking has to be given by the bidder in this regard.
- 15) The vendor to furnish details of successful burglary attempts which has been made on any TRTL Safe and Strong Room Doors manufactured by them for the last 05 years with reason for the breach, as per following format:-

| Sl No | Model & Class | Name of Bank with Branch Name | Date, Month & Year of Burglary | Reason for breach of security | Has any stop procurement notice been served by the Bank(Present Status) |
|-------|---------------|-------------------------------|--------------------------------|-------------------------------|---|
|       |               |                               |                                |                               |   |
|       |               |                               |                                |                               |   |

### **GENERAL GUIDELINES OF THE APPLICATION:**

1. Through this RFP, UCO Bank Head Office will shortlist and empanel suitable vendor(s) for supply, installation & maintenance of physical security products to its branches on Pan India basis. Upon empanelment of the vendor, we procure the physical security equipment's from bank's empanelled vendors (OEMs) through Rate contract by e-tender process following Bank's extant guideline on the basis of requirement and directly place the order to selected agency after entering into an agreement with the vendor.
2. **Tender Fee:** A Demand Draft of Rs 10000/- (Ten thousand only) towards the cost of Tender fee made in favour of UCO BANK, payable at Kolkata to be submitted along with the Technical Bid. The scanned copy of Demand draft of towards the cost of Tender fee should be attached along with other documents through the e-tender website. The original copy Demand Draft should be submitted to Chief Security Officer, Central Security Department, Head Office, 10, B.T.M. Sarani, Kolkata-700001. Technical Bid without earnest money deposit (EMD) shall be summarily rejected. Tender fee exemption is allowed to bidders having MSME certificate, certified and inspected by any State/Central Govt organization.
3. **EARNEST MONEY DEPOSIT:-** Each tender shall be accompanied by Earnest Money of Rs 1,00,000/-/- (Rs. One Lac Only) in the form of Demand Draft made in favour of UCO Bank, payable at Kolkata. Tenders without Earnest Money shall be summarily rejected. The earnest money deposited shall not carry any interest and will be refunded to the unsuccessful bidders. Earnest money paid by the successful bidder shall not carry any interest and will be retained by the Bank till completion of the work. EMD exemption is allowed to bidders having MSME certificate, certified and inspected by any State/Central Govt organization.

Earnest money paid by the bidder shall be forfeited by the Bank if bidder fails to undertake the job if he is communicated about acceptance of his rates.

#### **4. REJECTION OF BID:**

The bid is liable to be rejected if:

- It is not in conformity with the instruction mentioned in this RFP document.
  - It is not properly/duly signed by authorised signatory of the Company/Firm.
  - It is received after expiry of the due date and /or time.
  - It is incomplete including non-furnishing the required documents and tender fee.
  - If there is canvassing of any kind.
  - It is submitted anywhere other than through e-tender process.
  - If the application is conditional.
5. **Fax and E-mail tenders/offers will not be accepted.** Bank reserves the right to reject the offer(s) in full or in part without assigning any reasons whatsoever.
  6. **TWO BID SYSTEM:-** UCO Bank would follow two Bid system i.e. Request for Proposal (RFP) – containing Technical information and Request for Quote (RFQ) – containing Financial Bid for Rate Contract on Pan India Basis. Technical phase would be completed first. Thereafter, Commercial Information (RFQ) would be called only from short-listed bidders who qualify in Preliminary Scrutiny and Technical Evaluation stage.

7. The short listing of the applications received through e-tender and selection of the applicants for empanelment of Security Equipment manufacturers will be done by carrying out



evaluation under various parameters / criteria fixed as above by the committee constituted for the purpose. Bank's decision in the matter will be final.

8. **Validity period of the Contract:** - The tender is called for empanelment of vendors for supply of Physical Security Equipment to the Bank, which will be valid for a period of 03 years from the date of signing of the agreement between the Bank and the successful bidder(s). The tender is also invited for rate contract basis and the rate for supply of tender items will be valid for the next one year from the date of signing of the agreement, which will be valid for the branches of the Bank all over India. However the period of performance guarantee for "Test of Performance" (for which a Bank Guarantee is deposited) will be for a period of 05 years from the date of signing of the agreement.
9. The committee formed by the Bank will evaluate the offer submitted which includes visit to the manufacturing facility. The Committee will look into various parameters and thereafter pre-qualify eligible agencies who are fulfilling eligibility criteria mentioned in the tender. The panel of prequalified vendor, so selected, will be empanelled with UCO Bank which will be valid for three years.
10. **AWARD OF CONTRACT:-** The approval of contract would be the L1 price offered for individual product. The supply order will be awarded to L1 and L2 bidder in 60:40 ratio provided L2 bidder agrees to provide the item at rates quoted by L1. Thus it is likely that there will be more than one agency getting selected for supplying the item in which they have quoted L1 price.
11. **Technical Evaluation:-** Technical evaluation phase would be completed first at UCO Bank, Head Office. Application documents to be submitted containing the Technical information, Company profile, relevant licenses & Certificates (strictly no commercial items are enclosed).
12. Tender documents i.e. signed copy of this RFP documents shall form part of the contract documents.
13. Submission of application: Application submitted through e-tender must be signed by a duly authorized person holding the power of attorney for signing the application and in case of Limited Company a certified copy of Memorandum and Articles of Association must also accompany the application submitted through e-tender process.
14. Only the vendors who meet all the qualifications mentioned in the section named "Pre - Qualification / Eligibility Criteria" of the RFP are eligible to participate in the empanelment process. The vendor has to submit relevant documents / papers in support of their declarations/ confirmations through e-tender process.
15. To assist in the scrutiny, evaluation and comparison of offers, UCO Bank may ask some or all vendors for clarifications on the offer made by them. The request for such clarifications and the vendors response will necessarily be in writing. Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This waiver shall be binding on all the vendors and Bank reserves the right for such waivers.
16. Vendors must use only the prescribed format given in the RFP documents of the the Bank, downloaded from the Bank's website. However, if they desire to submit additional information, they may do so on their own letter head. Each page of the forms, including the additional sheets if any, shall be signed and stamped and submitted through e-tender process.
17. The vendors shall carefully check the specifications and shall satisfy himself that the security items offered are suitable as per the enclosed technical Specifications and shall take full responsibility for the efficient operation and the specified output of the same.





18. *The offer may not be evaluated by UCO Bank in case of non-adherence to the format or partial submission of technical details as per the format given in the offer.*
19. UCO Bank shall not allow/permit changes in the technical specifications once it is submitted.
20. The relevant product information, brand and model number offered, printed product brochure, technical specification sheets etc. must be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification.
21. The offers containing erasures or alterations will not be considered. There must be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. UCO Bank may treat such offers as not adhering to the tender guidelines and as unacceptable.
22. **Indemnity to Bank:** The successful bidder shall indemnify UCO Bank and/or its directors, officials, employees etc. and keep indemnified against any loss or damage that the Bank may sustain on account of any violation of intellectual property rights, acts of commission or omission, negligence, claim on account of death/disability of its personnel on duty, claim by third party for any injury/damage to property/person of third party, compensation to its present or ex-employees by order of any court/Authority or Tribunal etc. The successful bidder(s) has to sign an Indemnity Bond as per Bank's Format on Non-judicial Stamp Paper of appropriate value with UCO Bank, Head Office, Kolkata (Annexure-A9).
23. **Integrity :**
- a) The Bank and the bidder (s) and/or or its representative undertakes to take all measures to prevent corrupt practices, frauds and to comply with the CVC guideline scrupulously and refrain from committing any offence which constitute corruption under the IPC/PC Act.
- b) The Bank and the bidder (s) and/or or its representative undertakes to refrain from any demand/ offer/ promise, pass on or accept any material or immaterial benefit or share any confidential/ additional information to obtain advantage pertaining to the process of tender including any undisclosed agreement or understanding.
- c) Participating bidder has to submit Pre-Contract Integrity Pact as per Bank's format (Annexure-A10) on Non-judicial Stamp Paper of appropriate value with UCO Bank, Head Office, Kolkata.
24. **Non-Disclosure/ Confidentiality Agreement:** All participating vendors 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.
25. Notwithstanding this, disclosure of any information received by the successful bidder in course of business to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said bidder.
26. **Non Assignment:** Neither the subject matter of the contract nor any right arising out of the contract shall be transferred, sub-contracted, assigned or delegated to any third party by the successful bidder/Vendor without prior written consent of the Bank.
27. **Performance Bank Guarantee:** Bank Guarantee from a Nationalized Bank other than UCO Bank in favour of UCO Bank for Rs.20 lacs valid for a period of THREE year plus claim period of 3 months (valid for the period of contract/empanelment) as performance guarantee to be submitted by successful vendor(s) against the "**Test of Guarantee**" of equipments to be



supplied and for "**Performance**" to include post supply maintenance, as mentioned in para '23' below.

The Bank Guarantee will be deposited with UCO Bank, Head Office, Central Security Department, Kolkata on or before the date of issue of Letter of Empanelment from the Bank. The format of Bank Guarantee is enclosed as Annexure-A-8.

**28. Test for Guarantee and Performance:-**

i) The company must give its written consent for the Bank to test one out of every 50 Cash Safes, Gold Safes and Strong Room door supplied to the Bank by the company and to replace the equipment to be tested with a new Safe/strong room door of the same class prior to the test free of cost of whatsoever nature.

The company must also give its written consent to bear the cost of transporting the Safe/strong room door to be tested from the Branch to the testing venue and bear the cost of testing charges to the testing agency.

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

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

iii) Similarly for FRFC and FRRC to be tested, transportation cost from the Branch to the testing venue and bear the cost of testing charges to the testing agency. The fire resistance test shall be carried out by any of the Test Houses accredited to or approved by the Bureau of Indian Standards chosen at the discretion of the Bank.

iv) **Performance** of the vendor to include post supply installation and maintenance of all the equipments including servicing of strong room doors, attending to request of Bank pertaining to problems faced due to malfunctioning of locks, repair/replacement of levers/locks & other important parts, breaking open of locker cabinets, supply of duplicate keys etc.

**29. Liquidated Damage:-**

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

**30. Quantities of works are provisional:** The quantities mentioned in schedule are provisional and likely to increase / decrease to any extent or may be omitted thus altering the aggregate value of the contract. No claim for loss of profit / business shall be entertained on this account.

**31. Defect liability period:** The defects or other faults which may appear during the defect liability period which is 12 months after supply of the item, arising in the opinion of the bank due to inferior quality of material or bad workmanship not in accordance with the contract, vendor shall make good at his own cost within a reasonable time. In case of default, Bank may employ and pay other agencies to amend and make good such defects and all expenses / damages / losses shall be recoverable by Bank or may be deducted from any money due to the vendor.

**32. Price Fluctuation:** The rates quoted by the contractor shall be firm throughout the currency of contract (including extension of time if any granted) and will not be subject to any fluctuation due to variation in the cost of material or labour.





33. **Testing/ Demonstration:-** The OEM must give a written undertaking and also give a NOC to the bank for conducting a stress testing at their manufacturing plant and arrange to demonstrate all the products if desired by the Bank.

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

35. **Termination of Contract:** The Bank reserves its right to cancel the empanelment at any time in the event of one or more of the following conditions treating it as default / non performance of the contract **by giving 30 days written notice.**

- i. Fails to accept the purchase order within the specified time .
- ii. Delay in execution of work beyond the specified period.
- iii. Partial execution of job.
- iv. Serious discrepancies noted in the items delivered.
- v. Breaches in the terms and conditions of the Order
- vi. Avoid tender process conducted by Z.Os.

36. **Termination at Bank's Discretion:** The Bank reserves its rights to terminate the contract at its own discretion by giving 30 days notice in writing to the vendor without assigning any reasons for such termination and without any cost or compensation therefor.

37. **Force Majeure:**

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or UCO Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which sustainability 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 legal embargos.
3. Terrorist attacks, 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 selected bidder or UCO Bank shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30days 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.

Notwithstanding above, the decision of UCO Bank shall be final and binding on the vendor.

38. **Resolution of Disputes:**

The Empanelled vendor and the Bank shall endeavor their best efforts to amicably settle all dispute(s) / difference(s) arising out of or in connection with the contract in the following manner:-

- a. The party raising the dispute(s)/ difference(s) shall address to the other party a notice requesting an amicable settlement of the dispute(s)/difference(s) within seven (7) days of receipt of the notice.
- b. In case the dispute(s)/difference(s) are not resolved by amicable settlement, the matter will be referred for informal negotiation between Bank and the Vendor. The matter shall then be resolved by them and the agreed course of action shall be documented within a further period of 15 days.
- c. The parties agree that if the dispute (s)/ difference (s) between the parties is not settled by negotiation in the manner described hereinabove, the same shall be resolved exclusively through arbitration and such dispute shall be submitted by either party for arbitration within 21 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 amendments thereof. Each party shall appoint one arbitrator of its own choice and two appointed arbitrators shall appoint the third arbitrator who will act as the presiding arbitrator.

The "Arbitration Notice "must accurately set out the disputes between the parties, the intentions 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 request to the other party to appoint its arbitrator within 21 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 arbitration 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 exclusive jurisdiction in respect of all matters connected with the Contract/Agreement. The arbitration award shall be final, conclusive and binding upon the parties and decree 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.

Notwithstanding the existence of any dispute (s)/difference(s) between the parties or the subsistence of any arbitration or other proceedings, the selected Vendor shall not be entitled to suspend the service (s) or withhold the job and shall continue to render service(s) or take all necessary steps to complete the job in accordance with the RFP & Master Agreement.

39. **Severability:** - If any term or provision of this EOI/Master Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this RFP/Master Agreement shall not be affected.

40. **Jurisdiction:** 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.

  
(Deputy General Manager & Chief Security Officer)  
Central Security Department, Head Office,  
10, B.T.M. Sarani, Kolkata-700001

Encl:-

1. Proforma of application- Annexure-I
2. Proforma for Company Profile-Annexure- II
3. List of Security Equipment's-Annexure- III-A to III -G
4. Price Bid - Annexure-IV
5. Format of Bank Guarantee-Annexure- V
6. Format of Indemnity- Annexure- VI
7. Format of Integrity- Annexure-VII
8. Format of Draft Agreement- Annexure-VIII



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Dated : 01.08.2024



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**Proforma for Application for Empanelment of Manufacturers of Security Equipments**  
**( To be typed on applicant's printed letter head)**

Deputy General Manager & Chief Security Officer,  
UCO Bank, Head Office,  
2<sup>nd</sup> Floor, 10 BTM Sarani,  
Kolkata-700001

Dear Sir,

**Ref: - Application for empanelment of Security Equipment Manufacturers.**

We refer to your advertisement on the captioned subject in the newspaper dated XX.XX.2021 and also the details published on the website of the Bank, which we have carefully perused and understood the criteria mentioned therein. Accordingly, we now submit the application form duly completed in all respects together with certified copies of the following documents for empanelment of vendor for supply of Security Equipment. We confirm that all information given therein is true to the best of our knowledge. If any of the information given is found to be incorrect, either fully or partially, you may reject the application and delist our firm from your panel at any stage.

Yours faithfully,

**(Name of the firm)**

(Signature & Seal)

Encl : Documents:-

1. Copy of license of establishment as Security equipment manufacturer/Manufacturing License.
2. Registration Certificate as per Company's Act.
3. List of currently manufactured security equipment products.
4. ISO and other BIS & fire rating certification.
5. Address of head office, Branch offices and addresses of dealer PAN India with telephone numbers.
6. Empanelment with other banks or organization and security equipments supplied to them, year wise for past 5 years.
7. Chartered Accountants Security Equipment turnover certification.
8. Copies of orders (Security Equipments only) in hand / in progress.
9. Copies of Balance Sheet (audited) for 3 financial years.
10. Copies of PAN, sales Tax, GST registration numbers.
11. Valid MSME certificate certified and inspected by any State/Central Govt organization if applicable.





**UCO BANK**

HEAD OFFICE

10 BTM SARANI, KOLKATA-700001

**Proforma for Company Profile: Empanelment of Manufacturers of Security Equipments**

**(List of items at Annexure A-1)**

(To be typed on applicant's printed letter head)

1. Name of the Organization

2. Address:

3. Year of Establishment:

4. Status of the firm:

(Whether Company/ Firm/ Proprietary)

5. Name of Directors/Partners/ Proprietor:

i.

ii.

iii.

iv.

6. Whether registered with the Registrar of Companies/ Registrar of Firms. If so, mention number and date. (enclose copy of registration duly attested)

7. a) Name and address of Bankers

i)

ii)

iii)

iv)

b) Enclose Solvency Certificate from the Bankers.

8. Whether registered for GST purpose. If so, mention numbers and date. Furnish also copies of GST certificate.

9. Whether an assessee of Income Tax. If so, mention permanent account number. Furnish copies of Income Tax clearance certificate

10. Furnish copies of audited balance sheet and Profit & Loss account (Audited) for the last three years. (FY 2020-21, 2021-22, and 2022-23)



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11. If you are registered in the panel of other organizations/ statutory bodies, such as CPWD, PWD, MES, Bank, etc., furnish their names, category and date of registration.

- |      |     |
|------|-----|
| i)   | ii) |
| iii) | iv) |
| v)   | vi) |

12. What are your fields of activity? Mention the fields on preference basis.

- |      |     |
|------|-----|
| i)   | ii) |
| iii) | iv) |
| v)   | vi) |

13. Whether willing to work Anywhere in India or mention the places where you are willing to work.

14. i) Detailed description and value of works done for others in the past i.e. Security Equipments supplied.

ii) Detailed description and value of works done for the Bank i.e. Security Equipments supplied.

15. Furnish the names of three responsible persons who will be in a position to certify about the quality as well as past performance of your organization.

i)

ii)

iii)

Note: Where copies are required to be furnished these are to be certified copies preferably by the concerned agencies or a Government Officer.

16. Average annual financial turnover during the last 3 years ending 31st March 2023.

17. (A) Key personnel permanently employed.

| Sr.No. | Name | Designation | Qualification | Experience | Year with the firm | Any other |
|--------|------|-------------|---------------|------------|--------------------|-----------|
|--------|------|-------------|---------------|------------|--------------------|-----------|

(B) Work force permanently employed:

Supervisors :

Technicians :

Helpers :

Other categories. :

(C) Workshop Facilities:



| Sl No | Location | Land Area | Type of Structure | Type of Facilities |
|-------|----------|-----------|-------------------|--------------------|
| a)    |          |           |                   |                    |
| b)    |          |           |                   |                    |
| C)    |          |           |                   |                    |

(D) Testing and Repairing Facilities ; Give details

(E) Research and Development facility: If any in Technology upgradation including energy conservation – give details

| Item | At Factory | At other Service centres |
|------|------------|--------------------------|
|      |            |                          |
|      |            |                          |

18. Please furnish any other relevant information like winning awards for system/ design/ R&D, etc., if any.

Place:

Signature of the authorized representative  
with his name & designation

Date:

Stamp of the Company/ Firm.



**LIST OF SECURITY EQUIPMENTS (FIRE AND BURGLARY RESISTANT)**

1. Fire and Burglary resistant (TRTL) safes including Gold safes of various sizes and types.
2. Strong Room and Vault doors including grilled gates and Security ventilator.
3. Safe Deposit Locker Cabinets.(SDLC)
4. Safe cum Safe Deposit Lockers(SSDL)
5. Fire Resistant Record Cabinets (FIRC).
6. Fire Resistant Filing Cabinets (FRFC).
7. Bin cabinets

**Note:-** The products - Safes, Gold safe, Strong Room Doors, Safe deposit Locker cabinets, FRFC, FIRC, Bin cabinets etc shall be painted inside and outside with an Anti-corrosive primer followed by two undercoats of paints and finally painted with quick drying paint. (Attach certificate/declaration)





**SPECIFICATIONS FOR CASH SAFES : Including for Gold Safe**

| Class of Safe | Specification in Brief while calling for competitive bids |  |
|---------------|---|--|
|               |   |  |
|               |   |  |
| A             | TRTL-30 X 6   | Safes having torch & tool Resistance capacity on all six sides for 30 mins.      |
|               |   |  |
| AA            | TRTL – 60 x 6   | Safe having torch and tool resisting capacity on all six sides for 60 min each   |
| BB            | TRTL – 15 X 6   | Safes having torch & tool Resistance capacity on all six sides for 15 mins. each |
|               |   |  |

Note:

i. Specifications, dimensions etc of the Product shall be confirmed to IS:550 (PART 1,2 & 3) - 2022 or its latest revision as applicable.

ii. Product must be BIS certified ; The BIS plate must contain all the mandatory details along with manufacturers name/Brand Name, Class & Rating of Safe, Year of manufacturing of Safe, The ISI mark of BIS (along with the Standards No., i.e., IS 550 (Part 1,2 & 3)-2014, The CML Number allotted by the BIS to the Manufacturer etc.

iii. The terminology like as per ISI / BIS will not be acceptable.

iv. **In house lock manufacturing is mandatory.** For safe of class A & above, provision shall be made for retrofitting time lock.

v. Size and Tolerance (in millimeters):- Size: **1340 mm**; Inside Height X Width X Depth: **1340X570X440** with tolerance of +/- 30 mm

vi. Volume : **336 Litres** with tolerance of -7.5% and no upper limit

vii. Minimum weight of the safe shall be **300Kgs.**

**Gold Safe:** 1. "A / BB class" rated safe as per above specifications with 16 trays for keeping gold ornaments, with provision of retrofitting for additional trays if required.

2. A / BB class" rated safe as per above specifications with 16 drawers for keeping gold ornaments, with provision of retrofitting for additional drawers if required.

3. "A/ BB class" rated safe as per above specifications with additional rods with hooks (06 rods X 07 rows X 08 hooks per rod= 336) for keeping gold ornaments, with provision of retrofitting for additional rods if required. All the rods and hooks will be metallic and not of plastic/fibre made.



**SPECIFICATION FOR STRONG ROOM DOORS**

| Suggested Class Of Strong Room Doors | Specification in Brief while calling Competitive Bids | Remarks  |
|--------------------------------------|---|--|
| Class AAA                            | TRTL – 180<br>FR– 30                                  | Burglar resistance capacity – 180 min<br>Fire resistance capacity – 30 min |
| Class AA                             | TRTL – 120<br>FR– 30                                  | Burglar resistance capacity – 120 min<br>Fire resistance capacity – 30 min |
| Class A                              | TRTL – 60<br>FR– 30                                   | Burglar resistance capacity – 60 min<br>Fire resistance capacity – 30 min  |
| Class B                              | TRTL – 30<br>FR– 30                                   | Burglar resistance capacity – 30 min<br>Fire resistance capacity – 30 min  |

**Note:**

I. Specifications, dimensions etc of the Product shall be confirmed to IS:11188 (PART 1,2 & 3)-2021 or its latest revision as applicable.

II. Product of **Class A, AA, AAA and Class B** all to be **BIS certified**; The BIS plate must contain all the mandatory details alongwith manufacturers name/Brand Name, Class & rating of Strong room Door, serial number of door, Year of manufacturing of Strong Room door, The 'ISI' mark of BIS (along with the Standards No., i.e., IS 11188), The CML Number allotted by the BIS to the Manufacturer etc.

III. Any product not having ISI marked label shall not be taken and in house lock manufacturing is mandatory.

IV. The terminology like "as per ISI / BIS" will not be acceptable.

V. Provision of additional security alarm features/ time lock/biometric lock could also be considered while inviting bids, depending upon Bank's requirements accordingly.





**SPECIFICATION FOR SAFE DEPOSIT LOCKER CABINETS**

- i. Specifications, dimensions, etc of the product shall be confirming to IS: 5244- 2020 & its revision as applicable.
- ii. Product must be BIS certified ; The BIS plate must contain all the mandatory details along with manufacturers name/Brand Name, Class & Rating of locker cabinet, Year of manufacturing, The ISI mark of BIS (along with the Standards No., i.e., IS 5244)-2014,The CML Number allotted by the BIS to the Manufacturer etc.
- iii. The terminology like as per ISI / BIS will not be acceptable.
- iii. The provision for placing personal lock on inner face and pad lock on outer face by the customer on individual locker will be incorporated as additional facility while calling for bids .
- iv. Type of lockers : 1)Type 1(75 SDL- 66 numbers size A, 06 numbers size 2A and 03 numbers size 4A) 2) Type 1A( 90 number of size A lockers of 115X149X470 mm) 3)21 SDL( All 21 numbers size 4A) 4) 45 SDL( All 45 numbers size 2A)
- v. Size and Tolerance (in millimeters):- Size: **2000 mm**; Inside Height X Width X Depth: **2000X1100X575** with tolerance of +/- 25 mm
- v. In house lock manufacturing is mandatory.

(ANNEXURE-III-D)

**SPECIFICATION FOR SAFE CUM SAFE DEPOSIT LOCKER**

- I. Specifications, dimensions, etc of the product shall be confirming BIS certified (as no vendor has got IS 14152: 2020 & its revision as applicable).
- II. A metal plate showing classification of safe, manufacturer's name, year of manufacture must be fixed on the inner face of safe-cum-safe deposit locker's door.
- III. **In house lock manufacturing is mandatory.**
- iv. The size and Tolerance : Inside Dimension of Height X Width X Depth: 1860X750X585 with tolerance of +/- 40 mm.
- v. Locker units: 56 numbers of size A lockers (HxWxD:115X149X470 mm)



**SPECIFICATION FOR FIRE RESISTING (INSULATING) FILING CABINET (FRFC)**

|      | <b>Suggested Types</b>   | <b>Specification in brief for competitive bids</b>   |
|------|--|--|
| FRFC | Fire Resisting (insulating) Filing Cabinet Four drawer - FR 120 IS: 14561:2014 | i) The fire resisting filing cabinets shall be of four drawer.<br>ii) The fire resisting filing cabinets shall have fire resistance rating of 120 min. |

Note:

I. Specifications, dimensions etc of the product must be confirming to IS 14561: 2014. An undertaking to that effect will be necessary from the supplier.

II. The FRFC must be marked with the Standard (ISI) Mark. A metal plate showing classification & FR Rating of cabinet, its serial number and the year of manufacture together with the manufacturer's name and the CML number allotted by the BIS, must be fixed on the inner top flange of the top drawer front.

III. The standard four-drawer FRFC must have its dimensions not less than those stipulated below **(In millimeters)** with tolerance of +/- 50mm.

| <b>Description</b> | <b>Over-all Dimensions including pedestal</b> | <b>Internal Dimensions of drawers</b> |
|--------------------|---|---------------------------------------|
| Height             | 1600  | 250                                   |
| Width              | 550   | 400                                   |
| Depth              | 825   | 650                                   |





**SPECIFICATION FOR FIRE RESISTING RECORD PROTECTION CABINET (FRRC)**

|      |  |  |
|------|--|--|
| FRRC | Suggested Type   | Specification in Brief while calling for competitive bids                                |
|      | Type FR 120 – Cabinet having a fire resisting capacity of 120min, FR 120X1600: IS 14203:2017 | The cabinets must Be designated by type, Nominal size and IS code i.e. FR 120 & IS 14203 |
|      |  |  |

**Note:**

- I. Specifications, dimensions etc of the product must be confirming to ISI 14203: 2014. An undertaking to that effect will be necessary from the supplier.
- II. A metal plate showing classification of FRRC, manufacturer's name, year of manufacture must be fixed on the inner face of FRRC door.
- III. Dimensions as for FRFC(in mm) :-Nominal Size: 1600mm.  
( Nominal Inside Dimension: Height X Width X Depth: 1600(+/- 35 mm)X650(+/- 25mm)X600(+/- 25mm)



## SPECIFICATION FOR CURRENCY BIN CABINET (BC)

|              | Suggested Types  | Specification in brief for competitive bids   |
|--------------|--|---|
| BIN CABINETS | BC-2<br>BC-4<br>BC-4 w/o plinth<br>BC-6<br>BC-8<br>BC-10 | a) Sliding doors with Sunk handles move effortlessly in the channel.<br>b) Provision of adding Padlock in each Bin. |

**Note:**

1. Dual control locking mechanism for added security and offering easy access to each bin.
2. The Bin cabinets must have colour flag indicator for open and close identification.





# FINANCIAL BID



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Dated : 01.08.2024



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**PRICE BID**

Supply & Installation of following physical security items for branches of UCO Bank in Pan India :

| SI No | Description of Item   | Price Quoted per unit |
|-------|---|-----------------------|
| 1.    | <b>STRONG ROOM DOOR : including security ventilator and Exhaust Fan of the same class.</b>  |                       |
|       | Providing and fixing in position vault door as per technical specifications of RFP and confirming to RBI GUIDELINES AND <b>IS 11188(Part 1):2021</b> . The Rate shall include cost of transportation and installation complete as per satisfaction of engineer in charge.   |                       |
| a.    | CLASS B (TRTL-30, FR-30)  |                       |
| b.    | CLASS A (TRTL-60, FR-30)  |                       |
| c.    | CLASS AAA (TRTL-180, FR-30)   |                       |
| 2.    | <b>Cash Safe: 61"</b>   |                       |
|       | Supplying and setting in position the Cash Safe (Minimum Internal Size: <b>1340 mm</b> ; Inside Height X Width X Depth: <b>1340X570X440</b> with tolerance of +/- 30 mm ; Volume : <b>336 Litres</b> with tolerance of -7.5% and no upper limit; Minimum weight of the safe shall be <b>300Kgs</b> ) as per technical specifications of RFP and confirming to RBI GUIDELINES AND <b>IS 550 (Part 1)-2022</b> . The Rate shall include cost of transportation and installation complete as per satisfaction of engineer in charge. |                       |
| a.    | CLASS BB(TRTL-15X6)   |                       |
| b.    | CLASS A(TRTL-30X6)  |                       |
| 3.    | <b>Gold Safe-61": IS 550(Part-1)-2022</b> (with minimum 16 trays) as per above specifications of cash safe having trays for keeping gold ornaments, with provision of retrofitting for additional trays if required.  |                       |
| a.    | Class BB(TRTL-15X6)   |                       |
| b.    | Class A (TRTL-30X6)   |                       |
|       | <b>Gold Safe-61": IS 550(Part-1)-2022</b> (with minimum 16 drawers with lock and keys) as per above specifications of cash safe   |                       |





|           |   |  |
|-----------|---|--|
|           | having drawers for keeping gold ornaments, with provision of retrofitting for additional drawers if required.   |  |
| a         | Class BB(TRTL-15X6)   |  |
| b         | Class A (TRTL-30X6)   |  |
|           | <b>Gold Safe-61": IS 550(Part-1)-2022</b> (with minimum 336 hooks) as per above specifications of cash safe with additional rods with hooks (06 rods X 07 rows X 08 hooks per rod= 336) for keeping gold ornaments, with provision of retrofitting for additional rods if required. All the rods and hooks will be metallic and not of plastic/fiber made.                            |  |
| a.        | Class BB(TRTL-15X6)   |  |
| b.        | Class A(TRTL-30X6)  |  |
| <b>4.</b> | <b>Safe cum Safe Deposit Locker Cabinets- "A" Class Rating</b>  |  |
|           | Supply and installation of Safe cum Safe Deposit Locker Cabinets as per technical specifications of RFP and confirming to RBI Guidelines. The rate shall include cost of transportation and installation complete as per satisfaction of engineer in charge.  |  |
| a.        | Size 1860 mm Safe-cum-safe deposit locker with the safe having specification of class "A" rating and 56 numbers of size A lockers.  |  |
| <b>5.</b> | <b>Safe Deposit Locker Cabinets</b>   |  |
|           | Supply and installation of Safe Deposit Locker Cabinet (Minimum Size: <b>2000 mm</b> ; Overall Height X Width X Depth: <b>2000X1100X575</b> with tolerance of +/- 25 mm ) as per technical specifications of RFP and confirming to RBI GUIDELINES AND IS 5244:2014. The Rate shall include cost of transportation and installation complete as per satisfaction of engineer in charge |  |
| a.        | 75 unit SDL cabinet-Type 1 (66 numbers size A, 06 numbers size 2A and 03 numbers size 4A)   |  |
| b.        | 90 unit SDL cabinet-Type 1A ( All 90 number of size A lockers of 115X149X470 mm)  |  |
| c.        | 21 unit SDL cabinet-Type 4A ( All 21 number of size 4A lockers )  |  |
| d         | 45 unit SDL cabinet-Type 2A (All 45 number of size 2A lockers)  |  |
| <b>6.</b> | <b>Fire Resisting Filing Cabinet (FRFC)</b>   |  |
|           | Supply and installation of 04 drawer fire resisting filing cabinets in overall size (mm) 1600 X550 X 825 & clear internal dimension of drawers : 250 x 400x 650 (tolerance: +/- 50mm) as per technical specification of RFP and RBI guidelines  |  |

|           |  |  |
|-----------|--|--|
|           | confirming to <b>IS 14561:2014</b> . The rate shall include cost of transportation and installation complete as per satisfaction of engineer in charge.  |  |
| a.        | 02 Hour Rated FRFC, 04 drawer (FR-120)   |  |
| b.        | 01 Hour Rated FRFC, 04 drawer (FR-60)  |  |
| <b>7.</b> | <b>Fire Resisting Record Protection Cabinet(FRRC)</b>  |  |
|           | Supply and installation of Fire Resisting Record Protection Cabinets in overall size 1600 mm & internal dimension of drawers: 1600 x 650x 600 (tolerance: +/- 50mm) as per technical specification of RFP and RBI guidelines confirming to <b>IS 14203:2017</b> . The rate shall include cost of transportation and installation complete as per satisfaction of engineer in charge. |  |
| a.        | 120 minutes FRRC (FR-120)  |  |
| b.        | 60 minutes FRRC (FR-60)  |  |
| <b>8.</b> | <b>Bin Cabinets(BC)</b>  |  |
| <b>A</b>  | Supply and installation of Bin cabinets with different size(Sliding doors with Sunk handles, Provision of adding Padlock in each bin, Dual control locking mechanism, colour flag indicator for open and close identification)   |  |
| <b>B</b>  | BC-2   |  |
| <b>C</b>  | BC-4 without plinth  |  |
| <b>D</b>  | BC-4   |  |
| <b>E</b>  | BC-6   |  |
| <b>F</b>  | BC-8   |  |
| <b>G</b>  | BC-10  |  |

- Selection of L1 vendor:-** During the course of e-tendering process, the lowest price quoted by L1 bidder will be considered as the **Base Price**. L1 rate will be arrived at after following reverse auction procedure considering the Base Price as the initial Price for bidding (**during reverse auction the decremental value to be quoted in multiples of Rs 10,000/- for all equipments and Rs 2000/- for Bin cabinets, FRFC & FRRC only**). The product wise L1 price of Rate Contract will be arrived after completion of the scheduled time as per the tender document.
- Supply order will be awarded to L1 and L2 bidders in the ratio of **60:40**, provided L2 bidder agrees to supply the item at L1 price. The vendor(s) thus selected will be product wise i.e. price quoted for individual items and not cumulative of all the items.
- All the selected vendor(s) have to execute an agreement(Annexure-VIII) with Central Security Department, UCO Bank, Head Office, Kolkata, and submit the signed Indemnity



**NOTE:**

1. While filling in tender, supplier should consider that laying of tang bar and casting of RCC walls/ currency chest roof will be carried out in strips / layers. Supplier will have to work in co-ordination with the Civil Contractor.
2. Supplier will make their own arrangement for workmen shed at site as per required size.
3. Rates quoted shall be inclusive of loading / unloading, transportation and all other levies / applicable taxes. **GST will be paid extra as applicable** (GST Registration number of the vendor to be furnished, which is mandatory).

**GST Clauses:-**

- a. Payments would be subject to withholding tax as per Income Tax Act, 1961, wherever applicable.
- b. Prices or fees quoted in the purchase order shall be inclusive of all statutory levies, taxes, cess (such as Service Tax/VAT/CST/Excise Duty/Entry Tax/GST), as made applicable by Competent Authorities unless otherwise provided. Any future levy or increase in applicable taxes shall be to the account of the supplier / service provider.
- c. From the date of enactment of Goods and Services Tax Act, GST<sup>1</sup> as applicable, only would be payable by the UCO Bank.

**Change in law clause**

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

**General Terms & Conditions**

- a. Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- b. The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN<sup>2</sup>. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with UCO Bank, then payments to Supplier/ Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time the accurate tax amount is finally reflected in the GSTN to UCO Bank's Account and is finally available to UCO Bank in terms of GST laws and that the credit of GST so taken by UCO Bank is not required to be reversed at a later date along with applicable interest.
- c. UCO Bank has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to UCO Bank for the fault of supplier shall be recovered by UCO Bank by way of adjustment in the consideration payable.

<sup>1</sup> Goods and Services Tax



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

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

**SIGNATURE OF THE VENDOR  
With STAMP**





**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 exempt M/s..... (Name of the vendor Company) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the vendor company) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment of performance & Test of Guarantee by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees..... Only).

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

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

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

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

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

**Note:**

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





**Format of INDEMNITY Bond**

KNOW all men by these presents that I/We, Shri/Smt....., son/daughter/wife of Shri....., residing at ....., as Proprietor/Partner/Director of ..... having office at ....., a contractor/Vendor and have submitted an offer in response to Tender Notice No. .... dated ..... being the indemnifier do hereby execute indemnity bond in favour of UCO Bank having their Head Office at 10, B.T.M Sarani, Kolkata-700 001 and having Central Security Department, at UCO Bank, Head Office, 2<sup>nd</sup> Floor, 10 B.T.M Sarani, Kolkata-700 001 on this— day of ———, 2021,

WHEREAS the Bank invited tenders for .....-AND WHEREAS .....submitted tenders amongst others for the said work.

AND WHEREAS the Bank after observing all formalities in the matter, accepted the tender submitted by .....and informed them by its letter dated .....AND WHEREAS pursuant to acceptance of the tender given by the said vendor, the Bank and the said Vendor have entered into an Agreement on.....for.....

AND WHEREAS it is one of the terms of the said Tender-Contract that the Vendor shall give an indemnity in the manner hereinafter appearing.

**NOW THIS BOND OF INDEMNITY WITNESSTH AS FOLLOWS:**

In consideration of the Bank having agreed to award the aforesaid contract to us more particularly described and stated in the aforesaid Agreement dated ———— and the related tender documents, we do hereby agree ad undertake that we, being the indemnifier shall, at the time hereinafter save and keep the bank harmless and indemnified including its respective Directors, officers and employees and keep them indemnified from and against

1. Any third party claims, civil or criminal complaints/ liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, and/or for violating any law, rules and regulations in force, for the time being while executing contractual work by me/us.
2. Any damages, loss or expenses due to/resulting from any negligence or breach of duty on the part of me/us or any sub-contractor/s if any, servants or agents.
3. Any claim by an employee of mine/ours or of sub-contractors if any, under the Workmen Compensation Act and Employer Liability Act or any other law, rules and regulations in force for the time being and any acts replacing and/or amendments thereof as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of execution of the contract work and/or arising out of and in course of employment of any workmen/employee.
4. Any act or omission of mine/ours or sub-contractors if any, ours/theirs servants or agents which may involve any loss, damage, liability, civil or criminal action.





5. We further agree and undertake that we shall during the contract period, ensure that all permissions, authorisations, 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.
6. If any, additional approval, consent or permission is required by us to execute and perform the contract during the currency of the contract, we shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
7. Our obligations herein are irrevocable, absolute and unconditional in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid agreement or the insolvency, bankruptcy, re-organisation, dissolution, liquidation or change in ownership of the bank or indemnifier.
8. Our obligation under this bond shall not be affected by any act, omission, matter or thing which would reduce, release us from any of the indemnified obligation under this indemnity or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to the bank).
9. This indemnity shall be governed by and construed in accordance with the laws of India. We irrevocably agree that any legal action suit or proceedings arising out of or relating to its indemnity may be brought in the Courts, Tribunals at ———. Final judgment against us in any such action, suit or proceedings shall be conclusive and may be enforced in any other jurisdiction by way of suit on the judgment/decreed, a certified copy of which shall be conclusive evidence of the judgment/decreed, or in any other manner provided by law. By the execution of this indemnity, we irrevocably submit to the exclusive jurisdiction of such Court/Tribunal in any such action suit or proceeding.

IN WITNESS WHEREOF

—————(Name of Vendor) has set his/their hands

on this ———day of ———, 2021

SIGNED AND DELIVERED BY THE AFORESAID—————(Name of Authorised person)

IN THE PRESENCE OF WITNESS

1) Signature.....

Name with address:

2) Signature.....

Name with address

1)Signature.....

Name with address:

2)Signature.....

Name with address:



**FORMAT OF INTEGRITY**

**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-700001, India hereinafter referred called "**Bank**" of the "**ONE PART**"

And

M/S .....(Name and address of the vendor company) ( herein after called "**The Vendor**" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, administrators, executors, representatives and assignees of successors in office) of the "**OTHER PART**".

**Preamble**

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 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 contract signing.
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 violation 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 Chairman & Managing Director, 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 Bidder 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 Chairman & Managing Director, UCO Bank within 8 to 10 weeks from the date of reference or intimation to him by the Bank and must an 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 Chairman & Managing Director, UCO Bank a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, 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, it expires for the contractor 10 months after the last payment under the contract, and for all other Bidders & Months --- the contract has been awarded.

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. ....
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the Contractor is partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Must 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)  
(Office Seal)  
Place \_\_\_\_\_  
Date \_\_\_\_\_  
Witness : (Name & Address)

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)  
(Office Seal)  
Place \_\_\_\_\_  
Date \_\_\_\_\_  
Witness : (Name & Address)



## Draft Agreement

THIS AGREEMENT made at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

## BETWEEN

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

## AND

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

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

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

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

## NOW IT IS HEREBY AGREED AS FOLLOWS:

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

- (a) R.F.P.(Request For Proposal) no SEC/HO/2024-25/ dated XX.XX.2024 .
- (b) Work order letter no-----dated-----
- (c) Corrigendum (if any) dated.....
- (d) Annexure attached to this agreement.



## GENERAL TERMS AND CONDITIONS:

**1. Scope of work:** Supply and installation of physical security equipments like cash safe, Strong Room Door, Gold Safe, safe deposit locker cabinet, etc in branches of UCO bank throughout India, on rate contract basis. The rate contract will be valid for one year and the supply will be made during next one year from the date of work order as per requirement of the Bank, all over India. After completion of one year, the rate will be reviewed by the bank considering various factors in the market and decide on whether to continue with the same rate/revise rate. Supply order for the same will be issued by UCO Bank, Central Security Department, Head Office, Kolkata and on successful installation/delivery, necessary bills thereof will be settled by the respective Zonal Office of the bank, as per the location of delivery of the products.

### 2. Award of Contract:

The product wise L1 price of bidding conducted on \_\_\_\_\_ will be taken as the unit price of **Rate Contract** for respective items.

Supply order will be awarded to L1 and L2 bidders in **the ratio of 60:40**, provided L2 bidder agrees to supply the item at L1 price. The vendor(s) thus selected will be product wise i.e. price quoted for individual items and not cumulative of all the items.

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

### 3. Duration of the Empanelment:

The empanelment period for supply and installation of physical security equipments like cash safe, Strong Room Door, Gold Safe, safe deposit locker cabinet, etc. in branches of UCO bank will be valid for a period of **03 ( Three ) years** effective from \_\_\_\_\_, 2024 unless terminated earlier by the Bank for its own convenience by giving **30 days'** notice in writing to the Vendor without assigning any reason(s) and without any cost(s) or compensation therefore. However, after the expiry of the initial term of **02 (Two) years**, Bank reserves the right to extend /renew the empanelment for such period and on such terms as would be mutually agreed between the parties.

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

**4. Supply Order & Terms of Payment ( Bank will not pay any advance):-** Supply order to be given by Head Office of UCO Bank, to the selected vendor(s) in the Price Bid. Respective Zonal Offices will disburse 100% payment to the vendor upon successful supply & installation, furnishing of bills, invoices, receipts for all materials supplied duly certified by the branch, to prove that the material purchased are as mentioned in the specification in compliance to the terms of contract and/or Purchase Order and statutory deductions as per Rule.

Vendor has to ensure and deliver the material and its installation within one month from the date of acceptance of work order. The bills are to be submitted directly to respective Zonal Office for settlement of dues. If delays are observed in performances or deliveries and the time for such



performances or deliveries is not extended by the Bank, Bank will be free to terminate the contract without further notice and without any cost/compensation therefor and the Performance Bank Guarantee submitted by defaulting Vendor will be invoked and amount will be forfeited without prejudice to Bank's rights and contentions available under contract and the laws for the time being in force.

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

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

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

Vendor shall be liable to furnish a Performance Bank Guarantee of Rs 20.00 lacs (Rupees Twenty Lacs) only, as per enclosed format in Annexure-III, issued by any scheduled commercial bank other than UCO Bank valid for **39** months(validity period + claim period) either before or at the time of execution of this Agreement. If the contract is extended/ renewed after the completion of initial term, PBG shall be extended or renewed by the Vendor.

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

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

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

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

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

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

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

**8. Buy Back of old equipments:-** The vendor(s) should agree to buyback the old security equipments held by the bank on "as is where is basis", as and when desired by the Bank at a rate mutually agreed to between both the parties. The OEM will have to take over the parts having security





features, like the locking mechanism before the old equipment is sold to the vendor as buyback at a rate mutually agreed by both parties. This will be irrespective of the vendor nominated for supplying the new equipment to a particular branch.

#### 9. GST Clauses:-

- a. Payments would be subject to withholding tax as per Income Tax Act, 1961, wherever applicable.
- b. Prices or fees quoted in the purchase order shall be inclusive of all statutory levies, taxes, cess (such as Service Tax/VAT/CST/Excise Duty/Entry Tax/GST), as made applicable by Competent Authorities unless otherwise provided. Any future levy or increase in applicable taxes shall be to the account of the supplier / service provider.
- c. From the date of enactment of Goods and Services Tax Act, GST<sup>3</sup> as applicable, only would be payable by the UCO Bank.

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

- a. Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- b. The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. 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.
- c. UCO Bank has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to UCO Bank for the fault of supplier shall be recovered by UCO Bank by way of adjustment in the consideration payable.
- d. Supplementary invoices/debit note/credit note for price revisions to enable UCO Bank to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding financial year.
- e. The purchase order/ work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

**10. Compliance of laws:** The Vendor undertakes to comply with all Laws/Rules/Regulations/Bye – Laws/Notifications etc. for the time being in force.

#### Change in law clause

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



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

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

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

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

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

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

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

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

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

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

1. The vendor commits a breach of any of the terms and conditions of the contract.
2. The vendor violates any Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
3. The Vendor goes into liquidation, voluntarily or otherwise.



4. An attachment is levied or continues to be levied for a period of seven days upon effects of the contract.
5. If the vendor fails to complete the assignment as per the time lines prescribed in the Purchase order/ Agreement and/or within the extension, if any allowed.
6. If deductions of account of liquidated damages exceeds more than 10% of the total contract price.
7. In case the vendor fails to deliver the quantity as stipulated in the delivery schedule, Bank reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the vendor.
8. After award of the contract, if the vendor does not perform satisfactorily or delays execution of the contract, Bank reserves the right to get the balance contract executed by another party of its choice by giving **30** day's notice for the same. In this event, the vendor is bound to make good the additional expenditure, which bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

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

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

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

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

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



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

#### 17. Others Terms-

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

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

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

#### 18. Dispute resolution mechanism

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

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

b. The matter will be referred for negotiation between authorised representative of UCO BANK and the Authorized Official of the Vendor. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

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

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

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





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

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

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

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

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

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

Signed on behalf of the UCO Bank

Signature on behalf  
of the vendor

By its duly authorized Officer

In presence of:

1) Signature.....

1) Signature.....

Name with address:

Name with address:

2) Signature.....

2) Signature.....

Name with address

Name with address:





### CHECK LIST OF DOCUMENTS TO BE SUBMITTED

| Sl.No. | Particulars  | Compliance<br>(Yes/No) |
|--------|--|------------------------|
| 1.     | REGISTRATION CERTIFICATE AS PER COMPANY'S ACT  |                        |
| 2.     | Copy of Manufacturing License: as manufacturer of security equipments  |                        |
| 3.     | ISO Certificate, BIS and Fire Rating Certificates  |                        |
| 4.     | Detail list of Branch Offices, Head Office, Dealers : on PAN India with Telephone Number                           |                        |
| 5.     | Empanelment List with Banks/other organizations: Supply orders for past 05 years                                   |                        |
| 6.     | Copies of Balance Sheet(Audited) for last three financial years  |                        |
| 7.     | Copies of PAN, GST registration number etc.  |                        |
| 8.     | List of Incidents of successful breach of own security equipment during last 05 years                              |                        |
| 9.     | Solvency Certificate   |                        |
| 10.    | Signed Copy of all the Tender Documents  |                        |
| 11.    | Application on Printed Letter Head along with Company Profile as per enclosed Format                               |                        |
| 12.    | Signed Copy of Pre-Contract Integrity Pact on non-judicial stamp paper of requisite value                          |                        |
| 13.    | Signed Copy of Indemnity Bond on non-judicial stamp paper of requisite value                                       |                        |
| 14.    | Undertaking/ NOC to Bank to conduct Stress Test at their manufacturing plant                                       |                        |
| 15.    | Price Bid as per enclosed format: Unit price for Pan India basis including transportation ,installation, taxes etc |                        |

