

**UCO BANK**  
**ZONAL OFFICE MEERUT**  
**KRISHNA PLAZA, C-2 /6, D-BLOCK, GANGA NAGAR, MAWANA ROAD,**  
**MEERUT-250001**



**RFP FOR AIR CONDITIONED WORK IN B/O BAGHPAT ROAD, MEERUT (3537)**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Page No.</b>
1	RFP/Notice Inviting Tender	2-2
2	General Terms & Conditions	2-5
3	Evaluation Criteria	5
4	Rejection of Bid	5-6
5	General Conditions of the Contract	7-26
6	Offer Letter from Contractors	27
7	Draft Agreement	28-48
8	Format Of Integrity	49-54
9	Draft Indemnity	55-56
10	Price Schedule-BOQ	57-59

**Disclaimer**

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

*This document is prepared by UCO Bank for Air Conditioning work in B/o Baghpat Road. It should not be reused or copied or used either partially or fully in any form.*

## NOTICE INVITING TENDER

**Subject: UCO Bank invites sealed tender offers from Bank's empanelled contractors under Zonal Office Meerut for Air Conditioning work at B/O Baghpat Road, Meerut (3537)**

Issue Of Tenders From	20/08/2024
Pre bid Meeting With Contractors:	27/08/2024
Last Date Of Submission	03/09/2024
Bid Opening Date	04/09/2024 at 05:00 PM

**Contractor of below categories are eligible to apply**

Type of Work	Financial Category of above work	Tender Fee (₹) Non-refundable	EMD (₹)
Air Conditioning	• Category A- 0 Lacs to less than 5 Lacs,	500	4,000/-

### General Terms and Conditions of the Tender

- Bank reserves all rights to accept or not accept tenders without giving any explanation or reason.
- The tenders shall be submitted in a sealed envelope. The envelope should be super-scribed as "**Tender for Air Conditioning work in Baghpat Road, Meerut Branch**". Tender received in open/not properly sealed envelope will be treated as ineligible.
- EMD and Tender Fee in the form of Demand Draft in the name of UCO Bank, Zonal Offices Meerut payable at Meerut should be submitted with tender itself.
- Successful Contractor to whom the tender is to be allotted will be required to deposit initial security deposit (ISD) in addition to EMD (As mentioned above) equal to 1% of project cost at the time of acceptance of work order.
- The contractor can apply for the type of work(s) and category as per their empanelment in UCO Bank Zonal Office Meerut.
- The contractors applying for more than one type of work have to submit tender fees and EMD separately for each work.
- Tenders without Non-Refundable Tender Fee and EMD shall be summarily rejected.

- The earnest money deposited shall not carry any interest and will be refunded to the unsuccessful tenderers. Earnest money paid by the successful (L1) contractor will be retained by the Bank till completion of defect and liability period of 12 months and satisfaction of the work.
- The tenderer must use only the tender forms issued for the purpose to fill in the rates.
- Tenderers are advised not to make any alternation / modification in the tender documents, item of work or in any respect whatsoever. Violation of this requirement will make the Tender liable for rejection.
- Every page of the tender documents should be signed by the person or persons submitting the tender in token of his / their having acquainted and accepted the General and Special Conditions of Contract, Specifications etc., as laid down. Any tender with any of the documents not so signed will be subjected to rejection.
- Tenders will be opened in presence of contractors or their authorized representatives if present on scheduled date & time.
- Email ID for communication will be **zomeerut.gad@ucobank.co.in**.
- Tenders can be downloaded from the Bank's website [www.ucobank.com](http://www.ucobank.com) Or can be collected from **UCO Bank, Zonal Office Meerut, Krishna Plaza, C-2 /6, D-Block, Ganga Nagar, Mawana Road, Meerut-250001** and should be submitted by given date along with Non-Refundable Tender Document Fees of **Rs. 500/- and EMD for each type of work category applying for** by way of Demand Draft in favour Of **UCO Bank Zonal Office Meerut, Payable At Meerut**.
- **Place of Tender Collection and Submission:**  
  
**UCO Bank, Zonal Office Meerut, Krishna Plaza, C-2 /6, D-Block, Ganga Nagar, Mawana Road, Meerut-250001.**
- In case of postal delivery, the tenderer has to ensure that tender is reached before the due date and time. The bank will not be responsible for damage in the transit and delay of receipt to tender, if any or sent by a special messenger. Tender received late shall be rejected.
- No consideration will be given to a tender received after the time stipulated above and no extension will be allowed for submission of the tender. The UCO BANK shall not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

- Tender shall remain valid for acceptance for a period of 120 days from the notified last date of tender submission.
- The tender rate against each item of work / price indicated in the schedule of quantities and rates / price should be indicated both in words and figures. In case of any discrepancy, the rates indicated in words would prevail.
- The quoted rate shall be all inclusive and cover the cost of material including wastage, freight, all types of taxes, duties, royalties, erection, construction, testing of materials if required samples brought for approval, tools and tackles, plant and equipment, supervision, overheads, profit and any other expenditure incurred for completion of work as per drawings, specifications and to the full satisfaction of BANK / Architect. Any statutory change in the tax structure after opening of the tender shall be reimbursed by the Bank as per actual.
- All tenders in whom any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected. This tender notice shall form part of the contract documents.
- The work to be commenced from 5<sup>th</sup> day of awarding of work order or the date of acceptance of work order placed by UCO BANK and to be completed within 6 weeks.
- Earnest money paid by contractor shall be forfeited by the Bank if contractor fails to undertake the job within 5 days as stated above.
- This notice inviting tenders, the conditions of tender and the duly completed form of tender etc. will form part of the Agreement to be executed by the successful tenderer with the bank.
- All the information relating to corrigendum if any, result of pre-bid meeting, name of L-1 bidders etc. will be informed through letters or e-mail, which may please be noted.
- Vendor's representatives will be allowed to be present during opening of bids at their cost.
- In case the date of the pre-bid meeting, last date of receipt, or opening of tender is declared as a holiday, the respective date shall be treated as deferred and will be rescheduled to the next working day correspondingly.
- It may be noted that the requirement given in this RFP is indicative only.
- Tenders/offers through email will not be accepted.

- The following document forming a part of the tender are enclosed herewith

<b>Sl. No.</b>	<b>Particulars</b>
1	RFP/Notice Inviting Tender
2	General Terms & Conditions
3	Evaluation Criteria
4	Rejection of Bid
5	General Conditions of the Contract
6	Offer Letter from Contractors
7	Draft Agreement
8	Format Of Integrity
9	Draft Indemnity
10	Technical Specification
11	Price Schedule-BOQ

This tender notice shall form part of the contract and non-submission of tender in the above manner will render your offer liable for rejection.

### **Evaluation Criteria**

- Lowest Bid Value will be evaluated on lowest price offered by the bidder against Price Bid.

## **REJECTION OF BID:**

The bid is liable to be rejected summarily if:

- Tenders are not received in sealed envelopes.
- It is not in conformity with the instruction mentioned in this tender document.
- If it is not accompanied by requisite tender cost and EMD.
- It is received after expiry of the due date and /or time.
- It is evasive and contains incorrect information.
- If there is canvassing of any kind.
- It is submitted anywhere other than the tender box or to the addressee.
- If the tender/R.F.P is conditional.
- If there is any conflict of Interest between Bank and Tenderer at any stage.
- Any other reason as mentioned in tender documents
- Any other reason not mentioned herein.

**Zonal Manager**  
**UCO Bank**  
**Zonal Office Meerut**

## **GENERAL CONDITIONS OF CONTRACT**

### **Price and Taxes:**

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

### **Additional Terms & Condition on GST are as follows:**

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

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

### **Placement of Order/Letter of Indent (LOI):**

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

### **Payments:**

Bank will not pay any advance. Interim payment will be released after delivery of all materials at site. The request for first interim payment will be considered only after completion of at least 50% of the work allotted and 2<sup>nd</sup> interim payment will be considered only after completion of at least 80% of the work allotted to the contractor considering delivery of materials at site upon production of proper documentary evidence.

A certificate jointly signed by the architect and branch Head to ascertain the value and quality of the completed work has to be produced along with the request letter of the contractor for interim payment. No interim payment will be made without producing the above certificate.

Each Interim payment will be liable for deduction of 8% retention amount to make the total retention money equivalent to 10% of Total Project Cost.

(Eg. Total Security Deposit should be, 10% of Total Project Cost = 1% EMD + 1% ISD + 8% retention money deducted at the time of each interim payment)

When the work has been completed and Bank's Architects and Branch Head has certified in writing that the work has been completed on the basis of detailed measurements and has made a final scrutiny and that there is no dispute in items, rates, and quantities, the contractor shall be entitled to the payment of the final bill in accordance with the final certificate issued by Architect and Branch Head.

The contractor shall be paid by the Bank after such certificate has been delivered to us by the Project Architect and Branch Head. Project Architect and Branch Head has power to withhold any certificate in the work or any part thereof are not carried out to his satisfaction or the contractor fails to show the desired progress or fails to follow the instructions given or in case of breach of this contract.

For water proofing works (if required) on traces, bathroom, WC, Chajja, work has to be executed through the agency specialized in waterproofing.

Contractor will have to submit a guarantee of 10 years on stamp papers as per the format to be prescribed by the Bank.

The retention money built up through EMD, ISD and retention amount from interim and final bills will be returned to the contractor after the expiry of defect liability period, subject to deductions for any appropriations thereof required to be made by the Bank as per conditions of the contract. The contractor should note that no interest will be allowed on his security deposit. It will be minimum of 10% of Final verified Bill.

The contractor is requested to sign each page of the quotation and put rubber stamp, seal below his signature and seal the quotation in an envelope.

**Insurance:** Successful bidder will insure the work with third-party liability, at their own cost and keep the same valid until completion of the work, by an 'ALL RISK' insurance policy for the full value of the contract. The insurance policy is to be submitted to us in original.

All the workers of the contractor as well as his sub-contractor must be properly covered by an Insurance Policy under the Workman's Compensation Act and Fatal Accidents Act. The contractor at his own expenses arranges to effect and maintain until the completion of the contract.

**Execution of Agreement:** The successful bidders will have to execute an Agreement with the **Bank** in non-judicial stamp paper of requisite value purchased in favour of the vendor or UCO Bank.

**Integrity:** Integrity Pact (IP) as per the Bank's format on Non-Judicial Stamp Paper of appropriate value **has to be submitted along with Tender documents.**

Integrity Pact, in respect of a particular contract, shall be operative from the date of Integrity Pact is signed by both parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Integrity Pact shall cover all phases of the contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warranty/guarantee. The format of the Integrity Pact is attached as Annexure for strict compliance.

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

**Taxes and Duties:** The bidder will be entirely responsible to pay all taxes whatsoever in connection with delivery of the services at the sites including

incidental services and commissioning. Wherever the laws and regulations require the deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the vendor. The remittance details of the amount so deducted and the issue of a certificate for such deductions shall be made by the Bank as per the laws and regulations in force.

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

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

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

**Liquidated Damage:** In case of failure to maintain the required progress or to complete the work and clear the site within the stipulated period of time, the contractor shall be without prejudice to any other right, pay as agreed compensation amount of **1 %** of the contract amount per week of delay subject to a maximum of **10 %** of accepted contract value, accrual of which entitles us to rescind the contract.

**Commencement of work:** The work must be started within **5 days** upon awarding of work order or accepting the work order and the program for carrying out the various jobs shall be drawn out in consultation with the Project Architect. An adequate labour force shall be provided to complete the work within the specified period. Proper security aspects should be taken care of by adequate vigilance in view of the importance of the building. Default in compliance with the programmer so finalized shall entail the operation of

liquidated damages as stated. In case of Non-commencement of work within the stipulated time of 5 days, the work order/contract will be canceled and EMD of the contractor will be forfeited and the process for depanelment of the contractor may be initiated and no objection of the contractor will be entertained in this matter.

**Time of Completion: 6 (Six Weeks)** from the stipulated commencement date of the work.

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

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

- a. The Party raising a dispute shall address to the other Party a notice in writing requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between designated officials of the Bank /Purchaser and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same shall be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. The arbitration shall be held in Meerut and conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from

receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document. The arbitrators shall hold their sittings at Meerut.

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

**Governing Laws and Jurisdiction:** This contract shall be governed by and construed in accordance with the Laws of India for the time being in force and all the dispute(s) or difference(s) arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts at Meerut.

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

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

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

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes, and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos

### 3. Terrorist attacks, public unrest in the work area

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

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

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

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

**Non-Transferable Offer:** This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process. There will not be any type of outsourcing.

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

**Period Of Validity of Bid:** Bids shall remain valid for one hundred twenty days (120 days) after the date of bid opening prescribed by BANK. BANK holds the rights to reject a bid valid for a period of One Hundred Twenty days as non-responsive, without any correspondence. In exceptional circumstances, BANK may solicit the Bidder’s consent to an extension of the validity period.

The request and the response thereto shall be made in writing. Extension of the validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case, the bid security of the bidders will be returned after completion of the process.

**Address of Communication:** Offers/bids should be addressed to the address given in this RFP.

**Preliminary Scrutiny:** BANK will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required technical documentation has been furnished, whether the documents have been properly signed and whether items are quoted as per the schedule.

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

**No Commitment to Accept Lowest or Any Offer/Bid:** BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. BANK has the right to re-issue tender/bid.

BANK reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

**Signing of the Bid:** The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

**Costs of Preparation & Submission of Bid:** The bidder shall bear all costs for the preparation and submission of the bid. BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

**Subcontracting:** The Bidder will not subcontract or delegate or permit anyone other than the Bidder personnel to perform any of the work, service or other performance required of the Bidder under this agreement without the prior

written consent of the Bank and the bank's decision in this regard will be final and acceptable to the bidder.

**Ownership and Retention of Documents:**

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

**The signing of Contract/Agreement:** The successful bidder / Contractor is required to enter into a Contract as per the Bank's prescribed format within 5 days from the date of acceptance of the Bank's offer valid up to the completion of the job effective from the date of execution of contract unless terminated earlier by the Bank by serving 7 days prior notice in writing to the Contractor/ selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor.

The failure, delay or evasion on the part of the successful bidder to execute the Contract within the period mentioned will entitle the Bank to forfeit the Earnest Money deposited by the successful bidder/Consultant, without further notice to the successful bidder/ Consultant. Further, the failure, delay or evasion on the part of the successful bidder / consultant to commence project within 5 days from the date of execution of the Master Contract will result in termination of the Contract and invocation of the Bank Guarantee by the Bank without prejudice to its other rights and remedies available under the contract and/or Law(s) for the time being in force.

**Bank reserves the right to the following:** Bank reserves its rights, without giving any reason whatsoever and without any cost or compensation therefor, to.

- Reject any or all proposals received in response to the RFP
- Reject the proposals received in response to the RFP containing any

deviation from the payment terms as stipulated in the RFP.

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

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

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

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

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

**Inspection of sites:** The contractor shall visit and examine the site and satisfy as to the nature and correct dimensions of work and facilities for obtaining material and shall obtain generally his own information on all matters affecting the execution of work. No extra charge made in consequence of any misunderstanding or incorrect information on any of these points on the grounds of insufficient description will be allowed. All expenses incurred by the contractors in connection with obtaining information for submitting this tender including his visit to the site and efforts in compiling the tender shall be borne by the tenderer and no claims for reimbursement thereof shall be entertained.

**Safety Regulations:** The contractor shall take all the necessary precautions while

working and to safeguard adjacent property, the Bank's property, the Bank's employees, and traffic persons.

**Compliance with local laws:** The contractor shall conform to the provisions of any Act of the Legislature relating to the work and to the Regulation of Bye Laws of any authority. He shall also obtain the permission of the Municipality or any other Authorities if required under the existing rules.

**Site cleaning:** All the rates quoted are inclusive of the removal of rubbish/debris collected during the progress of work, rejected material, and clearance of the site before and after the work is completed. Not more than one truckload shall be stored that too for not more than 3 days. The contractor shall arrange to remove the same immediately. If the contractor is failing to remove the same the expenses incurred shall be recovered from the contractor and he will not dispute for the reimbursement of the same.

**Vouchers/bills:** The contractor shall upon the request of the Bank furnish bills, invoices, accounts, receipts, and other vouchers for all materials brought on-site to prove that the materials purchased are as mentioned in the specification.

**Contractor's responsibility:** The work will from time to time be examined by the Project Architect and Bank Officials, but such examination shall not in any way exonerate the contractor from the obligation to remedy any defects that may be observed at any stage of the work or after the same is completed.

**Dismissal from work:** The contractor shall upon the written request of the Project Architect immediately dismiss from the work any person employed by him thereon, who may in the opinion of the authority be incompetent or misconduct himself and such person shall not be again employed on the work, without the permission of the bank.

**Order of work, etc.:** The Bank reserves the right to fix the order in which the various items of work involved are to be executed. However, the contractor shall be responsible for the completion of the entire job within the item limit specified failing which liquidated damages as mentioned shall be recovered from the contractor.

**Subletting the work:** The contractor shall not directly or indirectly sublet the work to other parties without written permission from the bank.

**Quantities of works are provisional:** The quantities mentioned in the 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

**Distribution of work:** The Bank reserves the right to distribute the work for which quotations have been called, among more than one party, if found necessary. No claim in this respect shall be considered and the contractor agrees to cooperate with other agencies appointed by the bank.

**Third-party damage:** The contractor shall be responsible for all injury to persons, animals, buildings, and building structures, and any damage to roads, streets, and footpaths and shall rectify it at its own cost.

**Delay & Extension of time:** All the work should be completed within the specified period in the tender. If the work is delayed due to reasons beyond the control of the contractor, he should apply to the Bank explaining, therein the reasons for such delays, immediately, and if in the opinion of the Bank's authorities, the delay is justified, the contractor shall be granted extension in time limit.

**Certificate of completion:** As soon as the work is completed, the contractor shall inform in writing completion to the Project Architect, who will inspect the work along with Bank Officials and if satisfied will issue the certificate that the work has been completed and the defects liability period shall commence from the date of such certificate.

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

**Arrangement of work:** The contractor shall organize the work in such a way that the office users or the nearby public area put to no hardships and the working of the office is not affected. The contractor shall take adequate care during the progress of work to protect the office property like stationery, furniture, etc. In case of any damage, the same shall be made good by the contractor. The contractor has agreed to work after office hours for which no extra cost shall be considered.

**Coordination among different contractors:** Work may be allotted to different contractors for furnishing, Electrical, and AC Work. In such cases, contractors should execute their respective work without causing hindrance, or delay in the

execution of work of other contractors in consultation with the Project Architect in-Charge.

**Stacking of material:** The contractor is not to stack any of his material recklessly to endanger the safety of the building and cause any nuisance to the occupants and the public.

**Extra charges:** It must be clearly understood that all the conditions of contracts are intended to be strictly enforced and that no extra charges in respect of extra work will be allowed unless they are clearly outside the spirit and meaning of the condition and unless such work shall have been ordered in writing.

**Water supply:** The contractor shall make his arrangements for the water required for the work. In case the water is available and supplied by the Bank, the charges for the same may be incurred by the contractor. In case water is supplied by the Bank, the contractor shall make his own arrangement for the storage, and pipeline from the point of take to the required location.

**Electric supply:** The contractor shall make his arrangements for Electricity required for the work.

**Approval of samples:** The contractor shall furnish well in time before work commences at his own cost, colour samples, samples of material or workmanship that may be called by the Project Architect for approval. Rates quoted shall cover such preliminary work.

**Workmanship:** The work involved calls for a high standard of workmanship combined with speed. All the glass panes, door handles / hinges, electric fitting, fans, furniture records, floors etc. are to be thoroughly cleaned after work is completed. Any damage to the flooring, tiles, dado, paneling or any other part of the building, etc. shall be made good at the cost of the contractor to the entire satisfaction of the Bank. The contractor shall make all arrangements for shifting of furniture/records and keeping the same in its original position after he finishes the work on a daily basis. The contractor at his own cost shall provide brown paper, polythene, tarpaulin, etc. for protecting furniture/fixtures, paneling, electrical, fittings, records, etc.

**Interpretation of documents/drawing:** Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design drawings, and instructions herein before mentioned and as to the quality of workmanship or materials used for the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to

execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the competent authority of the Bank whose decision shall be final and binding on the contractor.

**Use of scaffolding:** The contractor shall allow the use of scaffolding erected by them to any other agency employed by the Bank during the contract period without any payment.

**Provisional Item:** If ordered by the Bank, the contractor shall be required to carry out provisional items at the same conditions and rates as applicable for this contract.

**Measurements of all concealed items:** Measurements of all concealed items of work and extra items if any, shall be recorded by the Project Architect before they are concealed.

**Measurements:** All measurement tapes shall be of steel and all scaffolding and ladders that may be required for taking measurements shall be supplied by the contractor.

**Cleaning during the work:** The rates quoted shall include cleaning of ceiling roses, electric switches, boards, window panes, etc. after the repair leaving the site neat and tidy from time to time.

**Complying I.S. specification:** Unless otherwise mentioned in the contract, the latest Indian Standard Code for material specifications, method of work, and mode of measurements shall be followed. The payment shall be made on the basis of the actual measurement of work done to be submitted along with the bill and it should be verified by the Project Architect and Branch Head.

**Rate to include:** The rates quoted by the contractor shall cover work at any height in the premises for all finished items under this contract. The rate quoted shall be inclusive of all material costs, wastage, labour, loading, profit, taxes if any, scaffolding, transport, supervision, spotlight arrangement, and any other means to complete the job. **Octroi, sales tax, works contract tax or any other taxes present or future to be included in the rates so quoted.**

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

The successful tenderer if called upon to do so, shall obtain a letter from the

approved trade manufacturer whose product is used, if found necessary by the Bank confirming that the manufacturer shall provide all the technical assistance and supervision during the execution of the work at all such places as directed and the contractor shall bear the expenses, if any, for such supervision and technical assistance supplied by the trade manufacturer.

**Testing of materials:** If at any point of time during the work, if Bank authorities desire to carry out the tests of certain materials, the contractor shall arrange for the same and submit the test report without any extra cost to the Bank.

The contractor shall note that they should bring to the notice of the Architect / Engineer any breakage in the glass window before starting work. However, if any glass window is found to be broken during the repair work, the same shall be replaced by the contractor at his own cost.

**Conditional tenders:** Conditional tenders are liable to be rejected.

**Rates of non-tendered items:** The successful tenderer is bound to carry out any item of work necessary for the completion of the job even though such items are not included in the schedule of quantities.

**Abandonment of work:** If in any case the work is required to be abandoned, the contractor shall not be entitled for any claims and he will be paid as per the actual work done till that period.

The Bank reserves the right to accept/reject the lower or any or all tenders in part or in whole without assigning a reason therefor.

The decision of the Bank shall be final and binding on any matter connected with the work. The matter of any dispute shall be decided after mutual discussions based on the terms and conditions of this contract. However, if the matter cannot be resolved then the same shall be referred to the respected, qualified person in the field agreed to both parties and his opinion shall be binding on both parties. However, this is pre-course to any legal action in this regard.

**Incomplete quotation:** Incomplete quotations shall be summarily rejected

**Records & measurements:** Measurements shall be taken jointly by the Project Architect, Branch Head, and contractor and shall without extra charges provide assistance with the appliance; labour, and other things necessary for the work, and measurements will be signed and dated by all the parties on completion of measurements.

**Safety measures:** The contractor at his own cost shall provide tarpaulins on the external side of the building at the time of breaking plaster etc. to safeguard adjacent property, the Bank's property, employees, traffic, etc. The contractor shall follow all the safety measures while carrying out the work. The bank shall not be liable for any compensation due to an accident, any mishap, or negligence.

If there is a delay in the commencement of work for any reason, the Bank shall not be liable for any compensation.

If at any point of time during the progress, it is observed that the contractor is not progressing the work with due diligence, and care and lagging much behind the schedule or fails to gear up the work despite instructions from the Project Architect and Bank Officials, the Bank reserves the right to terminate the contract with 7 days' notice. In such case, the contractor shall be liable to pay the bank any extra cost involved for the completion of the said work and will not obstruct any way in completing the work through another agency. After completion of the entire work, the contractor shall be paid for the actual work executed by him at the quoted rates after deducting any claims, or damages. In case of such termination, the security deposit held by the Bank will be forfeited.

Although the number of coats of paints/polishing/whitewashing are specified the contractor will have additional coats if the surface is not to the satisfaction of the Project Architect and there shall be no extra payment on account of such coats.

**First Aid:** The contractor shall be responsible for all first aid and he shall keep the site fully equipped to meet such emergency.

**Supervision:** The contractor is required to have on-site during all working hours a competent supervisor (acceptable to the Bank) who will be responsible for the conduct of the worker and who has the authority to receive and act on such instructions issued by the Architect / Bank.

All work shall be carried out in a workman-like manner to the entire satisfaction of the Architect / Bank Officials.

The contractor shall follow all rules/regulations in force and should possess the license for employing labour and also follow all safety measures, labour bye law and shall be responsible for any lapse.

**Transfer of Tender Documents:** Transfer of tender documents purchased by one intending tenderer to another is not permissible.

**Safety:** The contractor shall carry out the entire work in a workman-like manner having full regard for the safety of the men working at the site. All safe practices shall be strictly adhered to by the workmen of the contractor like wearing helmets, safety belts when working at heights, gloves when handling sharp objects and reinforcement, eye shields during welding, safety shoes, etc. The contractor shall protect the sides of openings in floor slabs, edges of slabs, stairs, stairwells, etc. with barricades, warning signs/lights and educate all his workmen regarding following safe working practices. He shall provide first aid boxes at the site.

Despite following safe methods, in case of any unfortunate accident, the contractor shall indemnify the employer against any expenses or claims towards treatment or compensation.

**A Daily Diary Register:** A daily diary register will be kept at the site under furnishing. The contractor or his representative will furnish every day at 9.00 hrs. Details of work for the day proceeding and the diary will be written up every day and jointly signed by the Contractor or their representatives in token of its correctness.

**Nuisance:** The contractor shall not at any time cause or permit anyone to cause any nuisance on the site or do anything that shall cause unnecessary disturbance or inconvenience to the bank or the owners, tenants, or occupiers of other properties near the site and the public generally.

### **Rights, remedies, and powers:**

Bank reserves its right to cancel the work/purchase order and/ or terminate this Agreement by giving 7 days prior notice in writing to the Vendor without prejudice to its rights and contentions available under this Agreement or the Law (s) for the time being in force in the following circumstances: -

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

- information or has submitted any false information or declaration, particularly regarding any pending legal action or blacklisting status.
- j. If there is any conflict of interest.
  - k. An attachment is levied or continues to be levied for a period of seven days upon the effects of the contract.
  - l. If fails to complete the assignment as per the timelines prescribed in the Purchase Order/ Agreement and/or within the extension, if any allowed.
  - m. At any time defaults in proceedings with the works with due diligence and continues to do so after a notice in writing of seven days from the Bank or Project Architect, or
  - n. Commits default in complying with any of the terms and conditions of the contract and does not remedy it within **3 days** after a notice in writing is given to him on that behalf of the Project Architect or Bank.
  - o. Persistently disregards the instructions of the Project Architect contravenes any provision of the contract, or
  - p. Fails to remove materials from the site or to pull down and replace work after receiving from the Project Architect notice to the effect that the said materials or works have been rejected.
  - q. Fails to complete the works or items of work on or before the stipulated date (s) of completion, and does not complete them within the period specified in a notice given in writing on that behalf by the Project Architect or Bank, or
  - r. Offer or gives or agrees to give to any person in the Bank's service or to any other person on this behalf, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do so for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Bank, or
  - s. Shall obtain a contract with the Bank as a result of ring tendering or other non-bonafide methods of competitive tendency, or
  - t. Being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for the administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or support so to do, or any application be made under any Insolvency Act for the time being in force for the sequestration of his estates or if a trust deed be executed by him for benefit of his creditors, or
  - u. Being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs, or an appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager, or
  - v. Shall suffer an execution being levied on his goods and allow it to be

- continued for a period of 21 days, or
- w. Assigns, transfers, sublets (engagement of labour on a piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be sub-letting) or attempts to assign, transfer or sub-let the entire works, or any portion thereof without the prior written approval of the Bank.

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

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

**l) Determination of the Contract:**

- a. The Bank may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter as the Bank by written notice determine the contract either as a whole or in part.
- b. Upon such determination of the contract in whole or in part, the security deposit with the Bank in respect of the contract shall stand forfeited to the Employer without in any way affecting the rights of the Bank.
- c. Rights of the Bank after determination of the contract due to contractor's default.

The Bank shall on such determination have powers to:

- I) Take possession of the site and any materials equipment, plant, implements stores, etc. thereon, and/or
  - II) Carry out the incomplete work by any means at the risk and cost of the contractor.
- d. On determination of the contract in full or in part, the Bank shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by the Bank. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of

cancellation or the value of the contractor's materials to be present so as to record the measurements in his presence. If the contractor fails to be present in response to the notice, the recording of measurements shall be proceeded with ex-parte and the measurements as recorded shall be binding the contractor.

- e. The Bank shall have the right to use the contractor's plant, machinery, and materials on the balance work but shall not in any way be responsible for any damage or loss of the same and the contractor shall not be entitled to any compensation thereof.

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

**Zonal Manager**  
**UCO Bank**  
**Zonal Office Meerut**

The Zonal Manager  
UCO Bank  
Zonal Office, Meerut

Date:

### **Offer Letter by Contractor**

Sub: Submission of Tender for Air Conditioning works at UCO Bank B/O Baghpat Road, Meerut (3537).

With reference to the tender regarding the above work invited by you, we have to state as under.

We declare that before quoting the rates, we have visited the site and our rates are as per present site condition. Further we herewith deposit Tender Fee and Earnest Money (as mentioned below) for due execution of the works at my /our tendered rates as per the Terms of Contract. In the event of this tender being accepted, I / We agree to enter in to and execute the necessary contract documents as required by you.

Sr. No	Particulars	DD No and Date	Amount
1	Tender Fee (Rs. 500)		
2	EMD (Rs. 3,000/-)		

As required by you, I / We are returning herewith the documents duly signed by us at each page intoken of our acceptance of the provisions in the documents.

We hereby offer to execute and complete the whole of the works strictly in accordance with the said conditions of contract, special conditions of contract, specifications and drawings at the rates set out against each of the items of work in the schedule of quantities. Total cost (after discount and excluding of taxes) included in the above is Rs.\_\_\_\_\_/-(Rs.\_\_\_\_\_)Only).

We have carefully read and clearly understood all terms and conditions of contracts and specifications. We agree to complete the work at the rate / rates quoted by me / us in the schedule of quantities and within the specified time from the date of work order awarding the work to us.

Our rates are firm, include and cover all cost, expenses, liabilities of every description and all risk of every kind to be taken in execution and handing over the work to the Bank. All Type of Taxes applicable and prevailing from time to time on such item for which the same are livable and the rates quoted by us are inclusive of the same.

### **Signature & Seal of the Contractor**

**Name:**

**Mobile No.** :

## Draft Agreement

Article of agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2024 between the "UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001, having its Zonal Office, Meerut at **Krishna Plaza, C-2 /6, D-Block, Ganga Nagar, Mawana Road, Meerut-250001** (hereinafter referred to as "Bank" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns and successors) of the "ONE PART and M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called "The Vendor") of the other part, which expression should include its successor/s and assignee/s.

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

And whereas the said work as mentioned in the work order has been accepted and signed by and on behalf of the Vendor.

And whereas the vendor has agreed to execute upon and subject to the 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 \_\_\_\_\_ 201\_\_\_\_\_ and amounting to the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) inclusive of all Taxes.

### NOW IT IS HEREBY AGREED AS FOLLOWS:

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

- (a) Work order letter no-\_\_\_\_\_ dated \_\_\_\_\_
- (b) R.F.P. (Request For Proposal) dated \_\_\_\_\_
- (b) Corrigendum (if any) dated \_\_\_\_\_

**Scope of work:** UCO Bank invites sealed tender offers from Bank's empanelled contractors under Zonal Office Meerut for Air Conditioning work at B/O Baghpat Road, Meerut (3537)

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

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

- Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure that accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with UCO Bank, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time the accurate tax amount is finally reflected in the GSTN to UCO Bank's Account and is finally available to UCO Bank in terms of GST laws and that the credit of GST so taken by UCO Bank is not required to be reversed at a later date along with applicable interest.
- UCO Bank has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to UCO Bank for the fault of supplier shall be recovered by UCO Bank by way of adjustment in the consideration payable or otherwise.
- Supplementary invoices/debit note/credit note for price revisions to enable UCO Bank to claim tax benefit on the same shall be issued by Vendor for a particular year before September of the succeeding financial year.
- The purchase order/ work order shall be void, if at any point of time Vendor are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

**Placement of Order/Letter Of Indent (LOI):** Bank will issue the LOI as per requirement accordingly with details terms & conditions.

**Payments:** Bank will not pay any advance. Interim payment will be released after delivery of all materials at site. The request for first interim payment will be considered only after completion of at least 50% of the work allotted and 2<sup>nd</sup> interim payment will be considered only after completion of at least 80% of the work allotted to the contractor considering delivery of materials at site upon production of proper documentary evidence.

A certificate jointly signed by the architect and branch Head to ascertain the value and quality of the completed work has to be produced along with the request letter of the contractor for interim payment. No interim payment will be made without producing the above certificate.

Each Interim payment will be liable for deduction of 8% retention amount to make the total retention money equivalent to 10% of Total Project Cost.

(Eg. Total Security Deposit should be, 10% of Total Project Cost = 1% EMD + 1% ISD + 8% retention money deducted at the time of each interim payment)

When the work has been completed and Bank's Architects and Branch Head has certified in writing that the work has been completed on the basis of detailed measurements and has made a final scrutiny and that there is no dispute in items, rates, and quantities, the contractor shall be entitled to the payment of the final bill in accordance with the final certificate issued by Architect and Branch Head.

The contractor shall be paid by the Bank after such certificate has been delivered to us by the Project Architect and Branch Head. Project Architect and Branch Head has power to withhold any certificate in the work or any part thereof are not carried out to his satisfaction or the contractor fails to show the desired progress or fails to follow the instructions given or in case of breach of this contract.

For water proofing works (if required) on traces, bathroom, WC, Chajja, work has to be executed through the agency specialized in waterproofing. Contractor will have to submit a guarantee of 10 years on stamp papers as per the format to be prescribed by the Bank.

The retention money built up through EMD, ISD and retention amount from interim and final bills will be returned to the contractor after the expiry of defect liability period, subject to deductions for any appropriations thereof required to be made by the Bank as per conditions of the contract. The contractor should note that no interest will be allowed on his security deposit. It will be minimum of 10% of Final verified Bill.

The contractor is requested to sign each page of the quotation and put rubber stamp, seal below his signature and seal the quotation in an envelope.

**Insurance:** Successful bidder will insure the work with third-party liability, at their own cost and keep the same valid until completion of the work, by an 'ALL RISK' insurance policy for the full value of the contract. The insurance policy is to be submitted to us in original.

All the workers of the contractor as well as his sub-contractor must be properly covered by an Insurance Policy under the Workman's Compensation Act and Fatal Accidents Act. The contractor at his own expenses arranges to effect and maintain until the completion of the contract.

**Execution of Agreement:** The successful bidders will have to execute an Agreement with the **Bank** in non-judicial stamp paper of requisite value purchased in favour of the vendor or UCO Bank.

**Integrity:** Integrity Pact (IP) as per the Bank's format on Non-Judicial Stamp Paper of appropriate value **has to be submitted along with Tender documents.**

Integrity Pact, in respect of a particular contract, shall be operative from the date of Integrity Pact is signed by both parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Integrity Pact shall cover all phases of the contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warranty/guarantee. The format of the Integrity Pact is attached as Annexure for strict compliance.

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

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

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

**Authorized Signatory:** The selected bidder shall indicate the authorized signatories who can discuss and correspond with BANK, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company

secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with BANK, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by BANK.

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

**Liquidated Damage:** In case of failure to maintain the required progress or to complete the work and clear the site within the stipulated period of time, the contractor shall be without prejudice to any other right, pay as agreed compensation amount of **1 %** of the contract amount per week of delay subject to a maximum of **10 %** of accepted contract value, accrual of which entitles us to rescind the contract.

**Commencement of work:** The work must be started within **5 days** upon awarding of work order or accepting the work order and the program for carrying out the various jobs shall be drawn out in consultation with the Project Architect. An adequate labour force shall be provided to complete the work within the specified period. Proper security aspects should be taken care of by adequate vigilance in view of the importance of the building. Default in compliance with the programmer so finalized shall entail the operation of liquidated damages as stated. In case of Non-commencement of work within the stipulated time of 5 days, the work order/contract will be canceled and EMD of the contractor will be forfeited and the process for depanelment of the contractor may be initiated and no objection of the contractor will be entertained in this matter.

**Time of Completion: 6 (Six Weeks)** from the stipulated commencement date of the work.

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

not relieve the vendor of his obligation.

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

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

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

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same shall be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. The arbitration shall be held in Meerut and conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

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

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

**Governing Laws and Jurisdiction:** This contract shall be governed by and construed in

accordance with the Laws of India for the time being in force and all the dispute(s) or difference(s) arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts at Meerut.

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

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

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

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

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

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

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

- To maintain and use the Information only for this Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of the Bank and with the same confidential or proprietary notices as may be printed or

displayed on the original;

- To restrict access and disclosure of Information to such of their employees, and agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- To treat all Information as Confidential Information.
- Conflict of interest: The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise, or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

**Non-Transferable Offer:** This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process. There will not be any type of outsourcing.

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

**Period Of Validity of Bid:** Bids shall remain valid for one hundred twenty days (120 days) after the date of bid opening prescribed by BANK. BANK holds the right to reject a bid valid for a period of Ninety days as non-responsive, without any correspondence. In exceptional circumstances, BANK may solicit the Bidder's consent to an extension of the validity period.

The request and the response thereto shall be made in writing. Extension of the validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case, the bid security of the bidders will be returned after completion of the process.

**Address of Communication:** Offers/bids should be addressed to the address given in this RFP.

**Preliminary Scrutiny:** BANK will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required technical documentation has been furnished, whether the documents have been properly signed and whether items are quoted as per the schedule.

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

**No Commitment to Accept Lowest or Any Offer/Bid:** BANK shall be under no obligation

to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. BANK has the right to re-issue tender/bid.

BANK reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

**Signing of the Bid:** The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

**Costs of Preparation & Submission of Bid:** The bidder shall bear all costs for the preparation and submission of the bid. BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

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

**Ownership and Retention of Documents:**

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

**The signing of Contract/Agreement:** The successful bidder / Contractor is required to enter into a Contract as per the Bank's prescribed format within 5 days from the date of acceptance of the Bank's offer valid up to the completion of the job effective from the date of execution of contract unless terminated earlier by the Bank by serving 7 days prior notice in writing to the Contractor/ selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor.

The failure, delay, or evasion on the part of the successful bidder to execute the Contract within the period mentioned will entitle the Bank to forfeit the Earnest Money deposited by the successful bidder/Consultant, without further notice to the successful bidder/ Consultant. Further, the failure, delay, or evasion on the part of the successful bidder/consultant to commence the project within 5 days from the date of execution of the Master Contract will result in the termination of the Contract and invocation of the Bank Guarantee by the Bank without prejudice to its other rights and remedies available under the contract and/or Law(s) for the time being in force.

**Bank reserves the right to the following:** Bank reserves its rights, without giving any reason whatsoever and without any cost or compensation therefor, to.

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

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

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

**Compliance Confirmation:** The Bidder must submit unconditional and unambiguous

compliance confirmation to all the terms and conditions stipulated in the RFP.

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

**Inspection of sites:** The contractor shall visit and examine the site and satisfy as to the nature and correct dimensions of work and facilities for obtaining material and shall obtain generally his own information on all matters affecting the execution of work. No extra charge made in consequence of any misunderstanding or incorrect information on any of these points on the grounds of insufficient description will be allowed. All expenses incurred by the contractors in connection with obtaining information for submitting this tender including his visit to the site and efforts in compiling the tender shall be borne by the tenderer and no claims for reimbursement thereof shall be entertained.

**Safety Regulations:** The contractor shall take all the necessary precautions while working and to safeguard adjacent property, the Bank's property, the Bank's employees, and traffic persons.

**Compliance with local laws:** The contractor shall conform to the provisions of any Act of the Legislature relating to the work and to the Regulation of Bye Laws of any authority. He shall also obtain the permission of the Municipality or any other Authorities if required under the existing rules.

**Site cleaning:** All the rates quoted are inclusive of the removal of rubbish/debris collected during the progress of work, rejected material, and clearance of the site before and after the work is completed. Not more than one truckload shall be stored that too for not more than 3 days. The contractor shall arrange to remove the same immediately. If the contractor is failing to remove the same the expenses incurred shall be recovered from the contractor and he will not dispute for the reimbursement of the same.

**Vouchers/bills:** The contractor shall upon the request of the Bank furnish bills, invoices, accounts, receipts, and other vouchers for all materials brought on-site to prove that the materials purchased are as mentioned in the specification.

**Contractor's responsibility:** The work will from time to time be examined by the Project Architect and Bank Officials, but such examination shall not in any way exonerate the contractor from the obligation to remedy any defects that may be observed at any stage of the work or after the same is completed.

**Dismissal from work:** The contractor shall upon the written request of the Project Architect immediately dismiss from the work any person employed by him thereon,

who may in the opinion of the authority be incompetent or misconduct himself and such person shall not be again employed on the work, without the permission of the bank.

**Order of work, etc.:** The Bank reserves the right to fix the order in which the various items of work involved dare to be executed. However, the contractor shall be responsible for the completion of the entire job within the item limit specified failing which liquidated damages as mentioned shall be recovered from the contractor.

**Subletting the work:** The contractor shall not directly or indirectly sublet the work to other parties without written permission from the bank.

**Quantities of works are provisional:** The quantities mentioned in the 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

**Distribution of work:** The Bank reserves the right to distribute the work for which quotations have been called, among more than one party, if found necessary. No claim in this respect shall be considered and the contractor agrees to cooperate with other agencies appointed by the bank.

**Third-party damage:** The contractor shall be responsible for all injury to persons, animals, buildings, and building structures, and any damage to roads, streets, and footpaths and shall rectify it at its own cost.

**Delay & Extension of time:** All the work should be completed within the specified period in the tender. If the work is delayed due to reasons beyond the control of the contractor, he should apply to the Bank explaining, therein the reasons for such delays, immediately, and if in the opinion of the Bank's authorities, the delay is justified, the contractor shall be granted extension in time limit.

**Certificate of completion:** As soon as the work is completed, the contractor shall inform in writing completion to the Project Architect, who will inspect the work along with Bank Officials and if satisfied will issue the certificate that the work has been completed and the defects liability period shall commence from the date of such certificate.

**Defect liability period:** The defects or other faults which may appear during the defect liability period which is 12 months after the completion of the work, arising in the opinion of the bank due to inferior quality of material or bad workmanship not in accordance with the contract, the contractor shall make good at his own cost within a reasonable time. In case of default, the Bank may employ and pay other agencies

to amend and make good such defects and all expenses/damages/losses shall be recoverable by the Bank or may be deducted from any money due to the contractor

**Arrangement of work:** The contractor shall organize the work in such a way that the office users or the nearby public area put to no hardships and the working of the office is not affected. The contractor shall take adequate care during the progress of work to protect the office property like stationery, furniture, etc. In case of any damage, the same shall be made good by the contractor. The contractor has agreed to work after office hours for which no extra cost shall be considered.

**Coordination among different contractors:** Work may be allotted to different contractors for furnishing, Electrical, and AC Work. In such cases, contractors should execute their respective work without causing hindrance, or delay in the execution of work of other contractors in consultation with the Project Architect in-Charge.

**Stacking of material:** The contractor is not to stack any of his material recklessly to endanger the safety of the building and cause any nuisance to the occupants and the public.

**Extra charges:** It must be clearly understood that all the conditions of contracts are intended to be strictly enforced and that no extra charges in respect of extra work will be allowed unless they are clearly outside the spirit and meaning of the condition and unless such work shall have been ordered in writing.

**Water supply:** The contractor shall make his arrangements for the water required for the work. In case the water is available and supplied by the Bank, the charges for the same may be incurred by the contractor. In case water is supplied by the Bank, the contractor shall make his own arrangement for the storage, and pipeline from the point of take to the required location.

**Electric supply:** The contractor shall make his arrangements for Electricity required for the work.

**Approval of samples:** The contractor shall furnish well in time before work commences at his own cost, colour samples, samples of material or workmanship that may be called by the Project Architect for approval. Rates quoted shall cover such preliminary work.

**Workmanship:** The work involved calls for a high standard of workmanship combined with speed. All the glass panes, door handles / hinges, electric fitting, fans, furniture, records, floors etc. are to be thoroughly cleaned after work is completed. Any damage to the flooring, tiles, dado, paneling or any other part of the building, etc. shall be made good at the cost of the contractor to the entire satisfaction of the Bank. The contractor shall make all arrangements for shifting of furniture/records and

keeping the same in its original position after he finishes the work on a daily basis. The contractor at his own cost shall provide brown paper, polythene, tarpaulin, etc. for protecting furniture/fixtures, paneling, electrical, fittings, records, etc.

**Interpretation of documents/drawing:** Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design drawings, and instructions herein before mentioned and as to the quality of workmanship or materials used for the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the competent authority of the Bank whose decision shall be final and binding on the contractor.

**Use of scaffolding:** The contractor shall allow the use of scaffolding erected by them to any other agency employed by the Bank during the contract period without any payment.

**Provisional Item:** If ordered by the Bank, the contractor shall be required to carry out provisional items at the same conditions and rates as applicable for this contract.

**Measurements of all concealed items:** Measurements of all concealed items of work and extra items if any, shall be recorded by the Project Architect before they are concealed.

**Measurements:** All measurement tapes shall be of steel and all scaffolding and ladders that may be required for taking measurements shall be supplied by the contractor.

**Cleaning during the work:** The rates quoted shall include cleaning of ceiling roses, electric switches, boards, window panes, etc. after the repair leaving the site neat and tidy from time to time.

**Complying I.S. specification:** Unless otherwise mentioned in the contract, the latest Indian Standard Code for material specifications, method of work, and mode of measurements shall be followed. The payment shall be made on the basis of the actual measurement of work done to be submitted along with the bill and it should be verified by the Project Architect and Branch Head.

**Rate to include:** The rates quoted by the contractor shall cover work at any height in the premises for all finished items under this contract. The rate quoted shall be inclusive of all material costs, wastage, labour, loading, profit, taxes if any, scaffolding, transport, supervision, spotlight arrangement, and any other means to complete the job. **Octroi, sales tax, works contract tax or any other taxes present or future to be**

**included in the rates so quoted.**

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

The successful tenderer if called upon to do so, shall obtain a letter from the approved trade manufacturer whose product is used, if found necessary by the Bank confirming that the manufacturer shall provide all the technical assistance and supervision during the execution of the work at all such places as directed and the contractor shall bear the expenses, if any, for such supervision and technical assistance supplied by the trade manufacturer.

**Testing of materials:** If at any point of time during the work, if Bank authorities desire to carry out the tests of certain materials, the contractor shall arrange for the same and submit the test report without any extra cost to the Bank.

The contractor shall note that they should bring to the notice of the Architect / Engineer any breakage in the glass window before starting work. However, if any glass window is found to be broken during the repair work, the same shall be replaced by the contractor at his own cost.

**Conditional tenders:** Conditional tenders are liable to be rejected.

**Rates of non-tendered items:** The successful tenderer is bound to carry out any item of work necessary for the completion of the job even though such items are not included in the schedule of quantities.

**Abandonment of work:** If in any case the work is required to be abandoned, the contractor shall not be entitled for any claims and he will be paid as per the actual work done till that period.

The Bank reserves the right to accept/reject the lower or any or all tenders in part or in whole without assigning a reason therefor.

The decision of the Bank shall be final and binding on any matter connected with the work. The matter of any dispute shall be decided after mutual discussions based on the terms and conditions of this contract. However, if the matter cannot be resolved then the same shall be referred to the respected, qualified person in the field agreed to both parties and his opinion shall be binding on both parties. However, this is pre-course to any legal action in this regard.

**Incomplete quotation:** Incomplete quotations shall be summarily rejected

**Records & measurements:** Measurements shall be taken jointly by the Project

Architect, Branch Head, and contractor and shall without extra charges provide assistance with the appliance; labour, and other things necessary for the work, and measurements will be signed and dated by all the parties on completion of measurements.

**Safety measures:** The contractor at his own cost shall provide tarpaulins on the external side of the building at the time of breaking plaster etc. to safeguard adjacent property, the Bank's property, employees, traffic, etc. The contractor shall follow all the safety measures while carrying out the work. The bank shall not be liable for any compensation due to an accident, any mishap, or negligence.

If there is a delay in the commencement of work for any reason, the Bank shall not be liable for any compensation.

If at any point of time during the progress, it is observed that the contractor is not progressing the work with due diligence, and care and lagging much behind the schedule or fails to gear up the work despite instructions from the Project Architect and Bank Officials, the Bank reserves the right to terminate the contract with 7 days' notice. In such case, the contractor shall be liable to pay the bank any extra cost involved for the completion of the said work and will not obstruct any way in completing the work through another agency. After completion of the entire work, the contractor shall be paid for the actual work executed by him at the quoted rates after deducting any claims, or damages. In case of such termination, the security deposit held by the Bank will be forfeited

Although the number of coats of paints/polishing/whitewashing are specified the contractor will have additional coats if the surface is not to the satisfaction of the Project Architect and there shall be no extra payment on account of such coats

**First Aid:** The contractor shall be responsible for all first aid and he shall keep the site fully equipped to meet such emergency.

**Supervision:** The contractor is required to have on-site during all working hours a competent supervisor (acceptable to the Bank) who will be responsible for the conduct of the worker and who has the authority to receive and act on such instructions issued by the Architect / Bank.

All work shall be carried out in a workman-like manner to the entire satisfaction of the Architect / Bank Officials.

The contractor shall follow all rules/regulations in force and should possess the license for employing labour and also follow all safety measures, labour bye law and shall be responsible for any lapse.

**Transfer of Tender Documents:** Transfer of tender documents purchased by one intending tenderer to another is not permissible.

**Safety:** The contractor shall carry out the entire work in a workman-like manner having full regard for the safety of the men working at the site. All safe practices shall be strictly adhered to by the workmen of the contractor like wearing helmets, safety belts when working at heights, gloves when handling sharp objects and reinforcement, eye shields during welding, safety shoes, etc. The contractor shall protect the sides of openings in floor slabs, edges of slabs, stairs, stairwells, etc. with barricades, warning signs/lights and educate all his workmen regarding following safe working practices. He shall provide first aid boxes at the site.

Despite following safe methods, in case of any unfortunate accident, the contractor shall indemnify the employer against any expenses or claims towards treatment or compensation.

**A Daily Diary Register:** A daily diary register will be kept at the site under furnishing. The contractor or his representative will furnish every day at 9.00 hrs. Details of work for the day proceeding and the diary will be written up every day and jointly signed by the Contractor or their representatives in token of its correctness.

**Nuisance:** The contractor shall not at any time cause or permit anyone to cause any nuisance on the site or do anything that shall cause unnecessary disturbance or inconvenience to the bank or the owners, tenants, or occupiers of other properties near the site and the public generally.

### **Rights, remedies, and powers:**

Bank reserves its right to cancel the work/purchase order and/ or terminate this Agreement by giving 7 days prior notice in writing to the Vendor without prejudice to its rights and contentions available under this Agreement or the Law (s) for the time being in force in the following circumstances: -

- a. Abandon the contract.
- b. Unnecessary or unwarranted delay in execution of the work allotted.
- c. Delay in providing the requisite manpower at the Bank's site.
- d. The vendor violates any Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- e. Breach of trust is noticed during any stage of the consultancy assignment.
- f. The selected bidder commits a breach of any of the terms and conditions of the bid.
- g. The selected bidder goes into liquidation voluntarily or otherwise.
- h. An attachment is levied or continues to be levied for 7 days upon the effects of

the bid.

- i. If it is found at any stage that the bidder has concealed any important information or has submitted any false information or declaration, particularly regarding any pending legal action or blacklisting status.
- j. If there is any conflict of interest.
- k. An attachment is levied or continues to be levied for a period of seven days upon the effects of the contract.
- l. If fails to complete the assignment as per the timelines prescribed in the Purchase Order/ Agreement and/or within the extension, if any allowed.
- m. At any time defaults in proceedings with the works with due diligence and continues to do so after a notice in writing of seven days from the Bank or Project Architect, or
- n. Commits default in complying with any of the terms and conditions of the contract and does not remedy it within **3 days** after a notice in writing is given to him on that behalf of the Project Architect or Bank.
- o. Persistently disregards the instructions of the Project Architect contravenes any provision of the contract, or
- p. Fails to remove materials from the site or to pull down and replace work after receiving from the Project Architect notice to the effect that the said materials or works have been rejected.
- q. Fails to complete the works or items of work on or before the stipulated date (s) of completion, and does not complete them within the period specified in a notice given in writing on that behalf by the Project Architect or Bank, or
- r. Offer or gives or agrees to give to any person in the Bank's service or to any other person on this behalf, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do so for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Bank, or
- s. Shall obtain a contract with the Bank as a result of ring tendering or other non-bonafide methods of competitive tendency, or
- t. Being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for the administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or support so to do, or any application be made under any Insolvency Act for the time being in force for the sequestration of his estates or if a trust deed be executed by him for benefit of his creditors, or
- u. Being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs, or an appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager, or
- v. Shall suffer an execution being levied on his goods and allow it to be continued

for a period of 21 days, or

- w. Assigns, transfers, sublets (engagement of labour on a piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be sub-letting) or attemptsto assign, transfer or sub-let the entire works, or any portion thereof without the prior written approval of the Bank.

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

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

## **II) Determination of the Contract:**

- a. The Bank may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter as the Bank by written notice determine the contract either as a whole or in part.
- b. Upon such determination of the contract in whole or in part, the security deposit with the Bank in respect of the contract shall stand forfeited to the Employer without in any way affecting the rights of the Bank.
- c. Rights of the Bank after determination of the contract due to contractor's default.

The Bank shall on such determination have powers to:

- III) Take possession of the site and any materials equipment, plant, implements stores, etc. thereon, and/or
  - IV) Carry out the incomplete work by any means at the risk and cost of the contractor.
- d. On determination of the contract in full or in part, the Bank shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by the Bank. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation or the value of the contractor's materials to be present so as to record the measurements in his presence. If the contractor fails to be present in response to the notice, the

recording of measurements shall be proceeded with ex-parte and the measurements as recorded shall be binding the contractor.

- e. The Bank shall have the right to use the contractor's plant, machinery, and materials on the balance work but shall not in any way be responsible for any damage or loss of the same and the contractor shall not be entitled to any compensation thereof.

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

#### **Others Terms-**

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

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

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

D. The Vendor shall at all times indemnify and keep indemnified Bank any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agency) employees or agents or by any other 3rd Party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.

E. Governing Laws & Jurisdiction of the court: This Agreement shall be governed by the Law(s) of India for the time being in force and the Rules made thereunder from time to time and all the dispute(s) or difference(s) arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts of **Meerut**.

F. All other Terms & Conditions will remain the same as stipulated in our R.F.P and subsequent Corrigendum dated ..... Please note that work order no.....dated..... along with your offer, the minutes of the prebid meeting

held on ....., the article of agreement etc would form part of the contract document.

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

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

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

Signed on behalf of the UCO Bank  
  
By its duly authorized Officer  
In the presence of:

Signature on behalf  
of the vendor  
in the presence of:

1) Signature.....  
  
Name with address:  
  
2) Signature.....  
  
Name with address

1)Signature.....  
  
Name with address:  
  
2) Signature.....  
  
Name with address:

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

**UCO Bank**, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, BTM Sarani, Kolkata-700001, having its Zonal Office, Meerut at **Krishna Plaza, C-2 /6, D-Block, Ganga Nagar, Mawana Road, Meerut-250001** hereinafter referred to as "**Bank**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) of the "**ONE PART**

And

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

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 signing the contract.
2. The Bank will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.

3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

#### Section 8: Independent External Monitor/Monitors

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

The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s)/Contractor(s)/Subcontractor(s) with confidentiality.

4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor

has no right to demand from the parties that they act, in a specific manner refrain from action or tolerate action.

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

#### Section 9: Pact Duration.

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

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

#### Section 10 – Other provisions

- This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Bank i.e. Meerut.
- Changes and supplements as well as termination notices need to be made in writing.
- If the Contractor is partnership or a consortium, this agreement must be signed by all partners or consortium members.

- In case 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**

**Letter of Undertaking & Indemnity**

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

**To,  
UCO Bank  
General Administration Department  
Zonal Office Meerut**

In consideration of UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700 001 having its Zonal Office Meerut at Krishna Plaza, C-2 /6, D-Block, Ganga Nagar, Mawana Road, Meerut-250001 (hereinafter Referred to as "the Bank" which expression shall include its successors and assigns) at our request and on the strength of our statements and representation contained in our letter dated ..... agreeing to appoint us as vendor/ Contractor for ....., we, ....., a Company incorporated under the Companies Act, 1956 having its registered office at - ..... (full address) do hereby irrevocably and unconditionally agree and undertake that:

- 1) We shall, at all times hereinafter, save and keep harmless and indemnified the BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the BANK by whomsoever and all losses, damages, costs, charges and expenses that the BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of

applicable laws, regulations, notifications guidelines and also from the environmental damages, if any, which may occur during the contract period.

- 2) We shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, notifications, orders framed or issued by any appropriate authorities.
- 3) Our obligations herein are independent, irrevocable, absolute and unconditional in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of the BANK or Indemnifier or any other circumstance whatsoever which might otherwise constitute a discharge or defense of an indemnifier.

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

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

Dated, this.....day of .....20

.....

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





