



**UCO BANK, ZONAL OFFICE, SECOND FLOOR, 328, THAMBU CHETTY  
STREET, CHENNAI – 600 001**

**Phone: 044: 4340 5556 / 578 / 570**

**E-mail: [zochennai.gad@ucobank.co.in](mailto:zochennai.gad@ucobank.co.in)**

**TENDER DOCUMENT – Renovation of "UCO BANK",  
Main Branch Building, Pondicherry.**

**PART-I TECHNICAL BID**

**Tender reference: UCO/ZOCHE/GAD//2025-26/15**

**Date: 29/10/2025**

**CONSULTANTS:  
INTACH,  
14, Rue Labourdonnais,  
Puducherry-1.  
PH : 0413-2225991/2227324**

**I N D E X**

<b><u>DESCRIPTION</u></b>	<b><u>PAGE NOS.</u></b>
FORM OF E-TENDER	3
NOTICE INVITING E-TENDER	4 - 7
PRE-QUALIFICATION DOCUMENTS	8 - 16
GENERAL RULES AND INSTRUCTIONS TO TENDERERS	17 – 23
ANNEXURE I (ARTICLES OF AGREEMENT)	24 - 27
ANNEXURE II (INTEGRITY PACT)	28 – 30
ANNEXURE III (INDEMNITY)	31 – 32
ANNEXURE IV (SAFETY CODE)	33 – 34
ANNEXURE V (APPROVED LIST OF MATERIALS)	35

**FORM OF E-TENDER**

The DGM& Zonal Head,  
UCO Bank, Zonal Office –Chennai  
No:328, Thambu Chetty Street,  
Chennai – 600 001.

Dear Sir,

SUB: Invitation of e-Tender for Renovation of "UCO BANK", Main Branch Building, Pondicherry.

Having examined the drawings, specifications, conditions and schedule of quantities prepared by the Bank, and satisfying ourselves as to the location of the site and working conditions, I/We hereby offer to execute the above works at the respective rates which I/We have quoted for the items in the Schedule of Quantities.

I/We herewith deposit **Rs.33,000/- (Rupees Thirty Three Thousand only)** by demand draft payable at Chennai and drawn in favour of UCO Bank as Earnest Money Deposit for the due execution of the works at my/our tendered rates, together with any variations should the work be awarded to me/us.

In the event of this tender being accepted, I/We agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid Earnest Money Deposit of **Rs.33,000/- (Rupees Thirty Three Thousand only)** in the event of our refusal or delay in signing the Contract Agreement. I/We further agree to complete the work within the stipulated time specified in the Appendix to General Conditions of Contract.

I/We agree to keep our tender open for 120 days from the date of opening of Envelope No.1.

I/We enclose the completed tender documents duly signed under sealed envelopes and the Earnest Money Deposit Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) by Bank Draft / Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ Issued by \_\_\_\_\_

Thanking you,

Yours faithfully,

[To be signed by the Authorized Representative of  
Tenderer who has the Power to do so]

Place:  
Date :

Witness Signature:  
Name:  
Address:  
Seal:

**UCO BANK**

**NOTICE INVITING E-TENDER**

UCO Bank, Zonal Office Chennai, No:328, Thambu Chetty Street, Chennai – 600 001. invites sealed Quotes under Two Bid System containing Part-I (Technical Bid) & Part –II (Financial Bid) **from** Established Firms/ contractors complying minimum qualification criteria for Civil Work as per Bill Of Quantities and specification and **having full time local office at Chennai/ Pondicherry** for **“E-Tender for Renovation of "UCO Bank", Main Branch Building, Pondicherry**

1	Name of work	<b>E-Tender for Renovation of "UCO BANK", Main Branch Building, Pondicherry</b>
2	Estimated cost of work	<b>Rs. 33.20 Lakhs (Including GST)</b>
3	Period of completion	60 days reckoned from the date of issue of the Work Order or handing over of site whichever is later.
4	Validity of Tender	120 Days from the date of opening
5	Defects Liability Period	12 Months from the date of virtual completion of work.
6	Earnest Money Deposit (EMD)	<b>Rs.33,000/- (Rupees ThirtyThree thousand only)</b> must be submitted with Technical Bid (Part-I) in the form of pay order /demand draft in favour of UCO Bank, payable at Chennai. <b>Not Applicable for MSME (Document related MSME registration to be furnished along-with Technical Bid)</b> b) EMD of unsuccessful bidders will be released (without any interest) against their request letter after acceptance of L.O.I by the identified bidders. c) EMD of L-1 bidders will be released (without any interest) after submission of Performance Bank Guarantee / Security Deposit. d) However, if Successful tenderer withdraws their acceptance of our L.O.I before submission of Performance Bank Guarantee/ Security Deposit, UCO Bank will have the right to forfeit the Earnest Money Deposit without making reference.
7	Pre - mid Meeting	<b>Date: 10/11/2025 (Monday) @ 3:00 p.m.,</b> Venue: UCO Bank, GAD, Zonal Office Building at No:328, Thambu Chetty Street, Chennai – 600 001 ; where issues relating to the tender will be discussed and clarifications, if any, will be furnished. Bidders are requested to attend the pre-bid meeting at their cost. The decision taken on Pre Bid meeting regarding any changes in BOQ (if any) will be uploaded in Bank's website in form of corrigendum which will be the part of tender document.
8	Total Security Deposit (TSD)	<b>10% of the project cost.</b> (50% will be released after 15days of payment of the final bill and the balance 50% will be released after the Defect liability Period of One year).
9	Value of work for Interim/adhoc Payment	Minimum Rs.10,00,000/- (Rupees Ten Lakhs Only) or as decided by the Bank. The interim payment /adhoc payment shall be 75% of the works executed /Bill value at site.
10	Period of honoring certificate for interim payment /Adhoc payment	<b>25 days</b> from the date of receipt of Bill payment if it is in order
11	Period of honoring Final Certificate	Six weeks from the date of receipt of Bill payment and it is in order
12	Liquidated Damages	<b>1%</b> per week of the Contract Value subject to maximum total of <b>10%</b> of final Contract value
13	Cost of Tender Documents	<b>Rs 1500/- in the form of DD - Non returnable</b>
14	Last date & time of submission of e-tenders	Bids can be submitted online before 4pm on <b>20/11/2025</b> in the e-Tender website <b><u>www.tenderwizard.in/UCOBANK.</u></b> Off line original hard copy of Part-I of tender document ( <b>TECHNICAL BID</b> ) to be submitted <b>on or before 20/11/2025 @ 1600hrs</b> at <b><u>UCO Bank, GAD, Zonal</u></b>

		<b>Office Building at No:328, Thambu Chetty Street, Chennai – 600 001</b>
15	Date & Time of opening of Technical Bid	<b>20/11/2025 @ 05.00 p.m. in the E-Tender Website</b>
16	Date & Time of opening of Financial Bid	<b>To be intimated only to the tenderers qualifying in Technical Bids</b>
17	Process to be followed	<p>This Tender will follow e-Tendering process [e-bids] as under which will be conducted by Bank's authorized e- Tendering Service <b>Provider M/s Antares Systems Ltd</b> through the website <b>www.tenderwizard.in/UCOBANK</b></p> <p>Following activities will be conducted online through above website:</p> <p>Submission of Technical Bid &amp; Price Bid by the Vendor</p> <ol style="list-style-type: none"> <li>Opening of Technical Bid &amp; Price Bid by the Bank</li> <li>Clarification, if any, sought by the Bank.</li> <li>On-line evaluation by the Bank.</li> </ol> <p>Authorized Representatives of Vendors will be given training for e- Tendering by the Service Provider namely M/s Antares Systems Ltd.</p> <p>Bidders who wish to participate in online tenders will have to register with the website <b>(https://www.tenderwizard.com/UCOBANK</b> through the "Register" link provided on the home page.</p> <p>Bidder will create login id &amp; password on their own in registration process.</p> <p>Following facilities shall be provided to the bidders / vendors by service provider M/s Antares Systems Ltd:</p> <ol style="list-style-type: none"> <li>Support to the Bidders for participating in the bids through e-tendering Website.</li> <li>Call center support/ email/ phone/mobile etc. in all possible medium.</li> <li>Registration with the e-tendering website. User Manual / Training Kit to the Bidder.</li> <li>Any no. of users of Vendor/ Bidder organization can take support on the e-tendering system.</li> <li>Bidder who wish to participate in this tender need to procure Digital Signature Certificate (for Signing and Encryption) as per Information Technology Act-2000 and CVC guidelines using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact with M/s Antares Systems Ltd. at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Signature Certificate need not to procure the same.</li> </ol> <p>In case bidders need any clarification/technical help regarding online participation, they can contact M/s. Antares Systems Limited Registered Office: 'Honganasu', #137/3, Bangalore Mysore Road, Opp. to Metro Pillar #P-696, Kengeri, Bangalore – 560 060, India Ph: - 080- 45982100, Mob: +91 96069 21010</p> <p><b>Help Desk: 9073677150 / 9073677151 / 9073677152 / 9674758726 / 9708966660 / 9044314492 / 8951944383 / 9771414548 / 9708966664 / 9731967722 / 9606921010 / 033 46046611 / 080 45982100</b></p> <p><u>Contact Persons:</u> (On working days 9 AM to 6 PM)</p> <p><b>1. Mr. Biswajit Chakraborty</b></p>

		<p>Mobile No.: +91 967460 8723 e-Mail: <a href="mailto:helpline1tenderwizard@gmail.com">helpline1tenderwizard@gmail.com</a> <b>2. Mr. Kushal Bose</b> Mobile No.: +91 9674758719 e-Mail: <a href="mailto:helpdesk857@etenderwizard.com">helpdesk857@etenderwizard.com</a></p> <p>Bidders who wish to participate in e-Tender need to fill data in predefined forms of RFP, Technical, Financial Bid available in respective tender only.</p> <p>Bidder should upload scanned copies of reference documents in support of their eligibility of the bid and as per the instructions given in tender documents</p> <p>After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.</p>
18	Minimum Criteria Eligibility	<p>1) The Contractor/Vendor should be same line of activity for at least last 5 Years in the Market FY ending as on 31.03.2025.</p> <p>2) Registered office/Branch (Full time office) should be in Chennai or Pondicherry.</p> <p>3) They should not have incurred loss in the last 3 years (please attach 3 years (2022-23, 2023-2024, 2024-25) Profit &amp; Loss statement duly authorized by Chartered Accountant).</p> <p>4) Should have carried out similar work of value (ending 31.03.2025) over the last 7 years</p> <ul style="list-style-type: none"> <li>• <u>One similar work</u> of value not less than <b>Rs. 27 Lakhs</b> (OR)</li> <li>• <u>Two similar works</u> of value not less than <b>Rs. 17 Lakhs each</b> (OR)</li> <li>• <u>Three similar works</u> of value not less than <b>Rs 13 Lakhs each.</b></li> </ul> <p>5) Should have valid GST Number.</p> <p>6) <b>Similar works means:</b> Civil work for any of Central/State Govt Dept, Central Autonomous body, PSU, Corporate, reputed Pvt. institutions. Sufficient proof has to be attached duly sealed and signed by the applicant. Attested copies of performance certificate issued by the clients of the Tenderer should be enclosed, in support of their experience along with Work Completion certificates as applicable.</p>
19	Mode of submission	<p>(a) Online submission - (To be scanned and uploaded in e-tender website.)</p> <p>(b) Off line-Hard Copy Submission (Part-1 Only, i.e., Technical Bid)</p>
20	Contents of the Technical Bid (Part-I):	<p>a) Original Demand Draft of Tender Cost and EMD (Not Applicable for MSME (Document related MSME to be furnished)</p> <p>b) Bidder's Covering letter – Form of E-Tender as placed in Page No.3</p> <p>c) Documents in support of all eligibility criteria as mentioned in Point 18 above.</p> <p>d) All pages of this Tender Document as downloaded from the website should be duly signed by the authorized representative of the company <b><u>on all pages including all Enclosures / Annexures</u></b></p> <p>e) Duly filled up integrity Pact as per Bank's format (Annexure II)</p>
19	Recovery towards Taxes	As per rules applicable time to time

Note:-

1. Work should be executed in Batch wise (Batch-I & Batch-II) as demarked in plan. Batch II can only be started after completion of Civil, Interior, Electrical & Cabling works.
2. Dismantling and Demolishing work shall be executed only between **06.30 PM to 6.30 AM**.

Tenderers are required to submit the bid in 2 parts namely Technical bid and financial bid. The Technical bid is to be submitted in E-Tender website, along with, Necessary documents prescribed in the Bids, Forms and EMD. The Financial bid shall be uploaded in the Tender Website as per the prescribed format mentioned.

3. Conditional tenders, late tenders, tenders without EMD or EMD not enclosed with Technical Bids, will be summarily rejected. Any tender received open, late or not meeting all the tender conditions / Bids not filled up in Pen are liable to be rejected.
4. Earnest money will not carry any interest.
5. Applications for issuance of tender without complete information and certified photocopies of documents in support of fulfilling the Pre-qualification criteria will not be entertained.
6. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering/taking up the work in UCO Bank.
7. The Bank reserves the right to verify the particulars furnished by the applicant independently.
8. Short-listing of contractors will be finalized after inspection of works and obtaining confidential reports (if required) from previous employers for only those firms who fulfill the aforesaid Pre-qualification criteria and that specified in Technical bid.
9. The bank reserves the right to reject any tender/bid without assigning any reason and to restrict the list of qualified contractors for opening of the financial bid to any number deemed suitable by it, from out of the bids received.
10. Bank is not bound to accept the Lowest (L1) tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
11. Submission of a tender by a tenderer implies that he/she has read this notice and other contract / tender documents and has made himself aware of the scope, specifications, conditions, liabilities and duties bearing on the execution of the contract.
12. Return of EMD of remaining tenderers who were unsuccessful in the tender process will be done within a reasonable time say not exceeding 21 days from the date of acceptance of tender/tenders by the L1 bidder.
13. Each and every page of the tender documents and correspondences accompanying the tender shall have to be duly signed and stamped by the Bidder / Authorised Signatory before submission.
14. The rates quoted by the tenderer shall be based only on the specifications and conditions of the tender documents.
15. Bank is not liable to make any payment to tenderers for preparation to submit the tender/bid.
16. Clarifications, if any, pertaining to this bids may be referred to UCO Bank, Zonal Office – Chennai

**17. INTEGRITY:** Integrity Pact (IP) as per Bank's format as per **Annexure-II** on Non-Judicial Stamp Paper of appropriate value **has to be submit under Part-I (Technical Bid) of Tender documents.**

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

Each and Every bidder has to execute pre-contract integrity pact as per Bank's format as per **(Annexure-II)** on non-judicial stamp paper of appropriate value. Scanned copy of pre-contract integrity pact must be uploaded in our e-tender website

**CHIEF MANAGER (GAD)**

Signature & Seal of the Tenderer

## **PREQUALIFICATION DOCUMENTS**

### **1.0 Criteria for Eligibility and documents to be submitted along with Technical Bid (PART1)**

- 1) List of Clients for similar nature of work along with documentary evidences about award / completion of works with value, completion period, type of Buildings, name and address / contact No.
- 2) List of works of similar nature in hand with value, schedule date of completion.
- 3) List of Banker along with address, contact number of Branch.
- 4) Turn-over of the company for the last 3 financial years, supported by documents.
- 5) Organizational chart of the company.
- 6) Organizational chart for the personnel proposed to be deployed at UCO Bank project (Engineer, Supervisor, skilled & non-skilled workers and administrative staff)
- 7) List of plant and machinery available with the firm & to be deployed on the project.

### **2.0 Documents – details to be enclosed with the Technical Bid (PART1):**

- Form A – Financial Information
- Form B- Details of all works of similar class/ nature completed during the last seven years ending 31.03.2025.
- Form B-1- Additional Information for completed works
- Form C- Project under execution or awarded as on 31.03.2025.
- Form D- Performance report for works referred to in Forms B & C
- Form E – Structure and Organization
- Form E-1- Details of Key Technical and Administrative Personnel employed by the firm/company
- Form F - Proforma on ISO certification **(Optional)**



**FINANCIAL INFORMATION**

- I Financial Analysis – Details to be furnished duly supported by figures in Balance Sheet/Profit and Loss Account for the last THREE years duly certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached).

YEARS

2022-23	2023-24	2024-25
---------	---------	---------

- (i) Gross Annual turn-over in Interior Works:
- (ii) Profit/Loss
- (iii) Financial position:
  - (a) Cash
  - (b) Current Assets
  - (c) Current Liabilities
  - (d) Working capital (b-c)
  - (e) Current Ratio:  
Current Assets/Current Liabilities (b/c)
  - (f) Acid Test Ratio:  
Quick Assets/Current Liabilities (a/c)
- II. Income Tax Clearance Certificate
- III. Solvency certificate from Bankers (Schedule Bank) of Applicant.
- IV. Financial arrangements for carrying out the proposed work

SIGNATURE OF APPLICANT(S)

Signature of Chartered Accountant with seal

FORM 'B'

DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST FIVE YEARS  
ENDING 31<sup>ST</sup> March 2023.

Name of work/project & location	Owner or sponsoring organizations	Agreement No	Scope of work	Cost of work in Crores	Date of commencement as per contract	Stipulated Date of completion	Actual date of completion	Litigation/ Arbitration pending / In progress with details **	Name and address/ Tel No of Officer to whom reference may be made	Remarks
2	3	4	5	6	7	8	9	10	11	12

**\*\* Indicate gross amount claimed and amount awarded by the Arbitrator**

Signature of Applicant(s)

**ADDITIONAL INFORMATION FOR COMPLETED WORKS**

1. Name of work :
2. Location :
3. Client's name and address :
4. Consultants name and address :
5. Scope of work :
  - a. Total Number of Units :
  - b. Number of floors :
  - c. Height of the building :
6. Specialized equipment deployed for the project :
7. Project Management organization structure :
8. Number of shifts and its duration adopted in execution :
9. Systems adopted for timely completion of the project :

SIGNATURE OF APPLICANT(S)

**PROJECTS UNDER EXECUTION OR AWARDED**

SL N O	Name of work/project & location	Owner or sponsoring organizations	Agree ment No	Cost of work	Date of comment as per contract	Stipulated Date of completion	Upto date percentage progress of work	Slow progress, if any, and reasons thereof	Name and address/ Tel No of Officer to whom reference may be made	Remarks( Indicate whether any show cause <b>notice</b> issued or Arbitration initiated during the progress of work)
1	2	3	4	5	6	7	8	9	10	11

Signature of Applicant(s)

**FORM 'D'**

**PERFORMANCE REPORT FOR WORKS REFERRED TO IN FORM 'B' & 'C'**

1. Name of the work/ Project & Location.
2. Scope of work.
  - a. Total Number of Units.
  - b. Number of floors.
3. Agreement No.
4. Estimated Cost
5. Tendered Cost
6. Value of work done
7. Date of Start
8. Date of completion
  - a. Stipulated date of completion.
  - b. Actual date of completion.
9. Amount of compensation levied for delayed Completion, if any.
10. Performance report based on Quality of Work, Time Management, and Resourcefulness : Very Good/ Good /Fair/ Not satisfactory

DATE

SUPERINTENDING ENGINEER/  
CHIEF PROJECT MANAGER  
OR EQUIVALENT.

**STRUCTURE AND ORGANISATION**

- (i) Name and address of the applicant
- (ii) Telephone No./Fax No/E-Mail address.
- (iii) Legal Status (attach copies of original document defining the legal status)
  - (a) An Individual
  - (b) A proprietary Firm
  - (c) A Firm in partnership
  - (d) A Limited Company or Corporation.
- (iv) Particulars of registration with various Government bodies (Attach attested photo-copy)
  - a) Registration Number.
  - b) Organization / Place of registration
- (v) Names and Titles of Directors and officers with designation to be concerned with this work with Designation of individuals authorized to act for the organization.
- (vi) Was the applicant ever required to suspend work for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and give reasons thereof.
- (vii) Has the applicant or any constituent partner in case of partnership firm/company, ever abandoned the awarded work before its completion? If so, give the name of the project and give reasons thereof.
- (viii) Has the applicant or any constituent partner in case of partnership firm/Company, ever been debarred/black listed for tendering in any organization at any time? If so, give details:
- (ix) Has the applicant or any constituent partner in case of partnership firm, or any directors in case of a Company ever been convicted by a court of law? Or any criminal proceedings presently pending? If so, give details.
- (x) Any other information considered necessary but not included above.

SIGNATURE OF APPLICANT(S)

**FORM E-1**

**DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYED BY THE FIRM / COMPANY**

SL. N O	Designation	Total Number	Names	Qualification	Professional Experience	Length of continuous service with employer
1	2	3	4	5	6	7

**Note : additional information about Technical personnel , if any , may be submitted on separate sheet**

Signature of Applicant(s)

**PROFORMA ON ISO CERTIFICATION *(Optional)***

1. Year of Certification
2. Name and Address of Certifying Agency
3. Name of Management Representative
4. Validity of Certificate

Note : Attested copy of certificate (attested by Government Officer or Notary Public) to be enclosed.

SIGNATURE OF APPLICANT(S)



## **GENERAL RULES AND INSTRUCTION FOR THE GUIDANCE OF TENDERERS**

### **1 Definition of terms / interpretation:**

- i. Employer/Owner/Bank /UCOBank/ Accepting Authority shall mean UCO Bank with their Zonal Office – Chennai, No:328, Thambu Chetty Street, Chennai – 600 001. any of its employees representative authorized on their behalf.
- ii. Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder”/“tenderer”), “bidderer/tendered”, “bidding”/“tendering”, etc. are Synonymous.
- iii. Day means calendar day. Singular also means plural
- iv. “Contractor” means the person whose Tender has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person
- v. Tenderer: The term ‘Tenderer’ shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative(s) of such individuals or persons composing such firm or company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.

### **2 Earnest money amounting to Rs. 33,000/- (Rupees Thirty Three Thousand only) in the form of Demand Draft drawn in favour of “UCO Bank”, payable at Chennai must accompany each tender. EMD amount will not carry interest. Tender without earnest money will be summarily rejected.**

### **3 SUBMISSION OF TENDER:**

- I. Part I (Technical bid) with all the mandatory attachments should be submitted online on the E-Tender Website - (To be scanned and uploaded in e-tender website.)
- II. Part II of offer shall contain only the “Schedule of Quantities” and no conditions whatsoever. Any conditions/stipulated by the tenderer in Part II will not be taken into consideration for evaluation of the tenders.
- III. Tenderers are requested to quote strictly as per the terms and conditions, specifications, drawings and tender documents and not to stipulate any deviations.
- IV. Addendum/ Corrigendum to this tender document, if issued, must be signed and submitted along with the tender document.
- V. All pages to be initialed:-

All pages of tender documents including any corrections, additions or deletions shall be initialed wherever required in the tender papers by the Tenderer or by a person holding power of attorney authorizing him to sign on behalf of the Tenderer before submission of tender.

### **VI. Rates to be in figures and words:**

The Tenderer should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite totals given of all items, both in figures and in words.

In case of discrepancy between the rates given by the contractor in words and figures or in the amount worked out the following procedure shall be followed.

When there is a difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the contractor, shall be taken as correct.

When the amount of an item is not worked out by the contractor or it does not correspond with the rates quoted by the contractor in figures as well as in words, the rate quoted in words shall be taken as correct.

- VII. When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.

- VIII. In case there is a difference in rate indicated in the original and duplicate copies of the tender submitted by the tenderer, the rate indicated in the original copy will be applicable.

IX. **Corrections and Erasures**

Corrections and alterations in the entries of tender papers shall be signed in full by the Tenderer. Corrections with white fluid and overwriting are not permitted.

- X. The tender shall contain the names, residence and place of business of person or persons making the tender and shall be signed by the Tenderer with his usual signature. Partnership firms shall furnish the full names of all Partners in the tender. It should be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing. Tender by Corporation shall be signed by an authorized representative, and a Power of Attorney on their behalf shall accompany the tender. A copy of the partnership deed of the firm with names of all partners shall be furnished.

- XI. When a Tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signatures should be attested by at least one witness.

- 4 The UCO Bank does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

5. **The rate quoted should be including GST.**

**The tenderer who wishes to quote for the tender should have GST registration and should mention the registration number.**

- 6 The Tenderer shall give a list of his relatives working with the UCO Bank along with their designations and addresses.

- 7 No employee of the UCO Bank is allowed to work as a contractor for a period of two years of his retirement from UCO Bank service, without the previous permission of the UCO Bank. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the UCO Bank as aforesaid before submission of the tender or engagement in the Tenderer's service.

- 8 The tender for works shall remain open for acceptance for a period of 120 days from the date of opening of Tender. If any tenderer who withdraws his tender before the said period, then the UCO Bank shall be at liberty to forfeit Earnest Money paid along with the tender.

- 9 The tender for the work shall not be witnessed by a Tenderer or Tenderers who himself/themselves has/have tendered or who may and had/have tendered for the same work. Failure to observe this condition would render tenders of the Tenderers tendering as well as witnessing the tender liable to summary rejection.

- 10 It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts.

- 11 Transfer of tender documents purchased by one intending Tenderer to another is not permitted.

- 12 The Tenderer must pay the amount of Earnest Money as mentioned in the Notice of Tender Invitation by ~~Bank Guarantee~~ / Bank Demand Draft payable to UCO Bank. No interest on Earnest Money deposited by the Tenderer shall be allowed. The Tenderer should attach the ~~Bank Guarantee~~ / Bank Draft along with the tender failing which the tender will not be considered. No other mode of payment shall be accepted.
- 13 The Earnest Money Deposit of unsuccessful tenderers shall be refunded within three weeks of award of contract to the successful tenderer or within one week of actual commencement of work whichever is earlier and, in any case, not later than four months.
- 14 The Earnest Money Deposit of the successful tenderer shall be refunded on the acceptance by the Employer of the Contractor's ~~Bank Guarantee~~/ Demand Draft towards Security Deposit.
- 15 The EMD of the Tenderer, whose tender is accepted, shall be forfeited in full in case he does not start the work by stipulated date mentioned in the award letter.
- 16 **50% of Total Security Deposit will be paid after 15 days of completion of the project and payment of final Bill** and balance 50% will be released at the end of Defects liability period (12 Months), subject to satisfactory rectification of defects noticed, if any. EMD & retention amount held in our UCO Bank's books will not carry any interest.
- 17 The acceptance of a tender will rest with the UCO Bank and the UCO Bank reserves to itself the authority to reject any or all of the tenders received without the assignment of a reason. Tenders in which any of the prescribed conditions are not fulfilled (or) are incomplete in any respect are liable to be rejected. The UCO Bank reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other conditions if his tender is accepted in parts.
- 18 Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.
- 19 All rates shall be quoted on the proper form of the tender alone.
- 20 An item rate tender containing percentage below / above will be summarily rejected. However, where a tenderer voluntarily offers a rebate for payment along with sealed tender, the same may be considered.
- 21 On acceptance of the tender the name of the accredited representative(s) of the Tenderer who would be responsible for taking instructions from the UCO Bank shall be communicated to the UCO Bank.
- 22 Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in words and in figures.
- 23 The Contractor shall within 7 days of receiving the WORK ORDER submit **Total security deposit of 10% of the contract value** in the form of a Demand Draft ~~or Bank Guarantee in an approved format~~. On acceptance of the Demand Draft ~~or Bank Guarantee by the Employer~~, the Earnest Money Deposit shall be refunded to the Contractor.
- 24 The Contractor shall comply with and give all notices required under any law, rules, regulations, or bye-law of Parliament, State Legislature or Local Authority relating to works. If needed, the Contractor has to obtain required permission/ approval from the building secretary/ association. The Contractor shall before commencing the execution of work issue a certificate to the Employer that he has obtained all the permissions Registrations and give all the notices as are required to be obtained or given under law particularly blasting permission, Police permission etc.
- 25 The Contractor shall be required to maintain the site and the building areas in a neat and clean condition at all times to the satisfaction of the Employer. The Contractor shall especially take care to keep areas free from getting water logged, from concrete/mortar dipping, bricks, steel, shuttering materials or any other material / rubbish.
- 26 Debris and items removed from the building have to be neatly stacked at site and then periodically removed (maximum of one week), carried away by the Contractor and disposed off as per the rules and regulations of the Local Authorities concerned. No debris shall be

thrown loose from upper floors. No floor, roof or other part of the building shall be over-loaded with debris or materials as to render it unsafe.

- 27 Employer reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider, is appropriate, and suitable for the intended use. The contractor is not eligible to claim extra on this account.
- 28 Employer will require the contractor to produce, samples of all the materials, accessories/ finishes prior to procurement/ manufacture. The samples of the materials for the work shall be got approved from the Employer. Failure to comply with these instructions can result in rejection of the work/ materials.
- 29 For painting & Lamination, sample area shall be prepared and the shade got approved. It is also advised to give computer presentation of various colour schemes to the employer before going for sample painting/Lamination,
- 30 The Tenderer should note that he should execute his part of work without causing any damage to any component of the building and also without disturbing the occupants. Any damage so caused shall be made good at the cost & risk of the tenderer.
- 31 The successful tenderers shall include, in the quoted price, all allied civil works such as chasing in wall, drilling holes etc to support the frames, partitions, make the surface good after grouting, scaffolding required if any to load/ unload the materials etc.
- 32 The successful contractor shall also be responsible for the safety and security of all their materials and also for ensuring fire prevention steps at all times in the working premises including their part of the work. The successful contractor has to place full time representative at site, the representative should have thorough subject knowledge.
- 33 The work shall be carried out without disturbing the existing occupants of other offices. Necessary barricading of the area, if required from the rest of the area shall have to be arranged by the successful contractor at no extra cost. The work is to be organized and executed so as to have least disturbance to the occupants of other offices.
- 34 No advance payment will be made. However, **Interim payment /ad hoc payment is permitted per month.** Minimum Rs.10,00,000/- (Rupees Ten Lakhs Only) or as decided by the Bank. The ad hoc payment shall be 75% of the works executed /Bill value at site. The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done and must show deductions for all previous payments, retention money etc. The Employer after detailed scrutiny of the interim bill shall certify within **25 days** of the date of receipt of interim bill from the Contractor subject to submission of documentation as required.
- 35 **The contractor should ensure payment of minimum wages + VDA to all labourers / workmen staff employed by him in line with central/ state labour wage act whichever higher.**

The Contractor shall at all times indemnify and keep indemnified the Employer against all losses, claims, damages or compensation including under the provisions of the payment of the Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, Workman's Compensation Act 1923, the Maternity Benefit Act 1961, the Bombay Shops and Establishments Act 1947, Industrial Disputes Act 1947, and Contract Labour (Regulation and Abolition) Act 1970 and Employees State Insurance Act 1948, Motor Vehicles Act 1988 or any modifications thereof or under any other law relating thereto and rules made thereunder from time to time or as a consequence of any accident or injury to any workman or other person in or about the work whether in the employment of the Employer or Contractor or not, and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.

- 36 From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the work to the maximum extent possible and shall be liable for any damage or loss that may arise to the works or any part thereof from any cause whatsoever including causes of fire, lightning, explosion, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) or any latent defect or damage and shall at his own cost repair and make good the same so that at all times the work

shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

For the purpose of this condition this expression "from commencement to completion of works" shall mean the period starting with the date of issue of Work Order or date of handing over of site whichever is later and ending with issue of Virtual Completion Certificate.

Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, for the full contract value including Price Variation Adjustment if any against the risk of loss or damage from any cause whatsoever including the causes enumerated in the foregoing paragraphs. In the event of there being a variation in the nature and extent of the works, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. All the premia for the insurance shall be borne and paid by the Contractor.

Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the employment of Contractor / Sub-Contractor/nominated Sub-Contractor. For this purpose, an insurance shall be taken by the Contractor /Sub-Contractor. Such insurance shall be taken to include both employees/workmen covered by the Workman's Compensation Act 1923, as well those employees/workmen not covered by the said Act. Separate insurance policies may be taken for employees/ workmen covered by Workman's Compensation Act 1923, and employees / workmen not covered by the said Act. All the premia shall be paid by the Contractor. Policy/Policies taken under this para for the personnel in employment with the Contractor / Sub-Contractor may be in their Employer's names of the Contractor / Sub-Contractor / nominated Sub-Contractors. In the event of any loss or injury to personnel in employment with the Contractor / Sub-Contractor / nominated Sub-Contractors, the Employer and Contractor shall recover directly from the Insurance Company and ensure that payment of the same is made to the affected parties including the Employer. The policy in original shall be deposited with the Employer.

The Contractor shall at all times indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the employees and directors of the Employer and their property by or in the course of the execution of the works. Such insurance to be known as the Third Party Insurance shall be in a sum of **Rs. 2.0 lakh**. The Insurance policy to be so obtained by the Contractor shall be deposited by the Contractor with the Employer within Seven days of its issue by the Insurer.

- 37 The Contractor shall take all precautionary measures to ensure the safety of the workmen employed by it. The contractor shall be fully responsible for the any injury or damage caused to the workmen deployed by him at site for carrying out the work and Bank has nothing to do with such happenings and in no way shall be held responsible for the same.
- 38 The contractor shall maintain all registers as required by the Regional Labour Commissioner and should furnish the same to the Bank or its representative as and when required.
- 39 If the work is not started within **7 days** from the date of issue of work order then Employer may terminate the work order without assigning any reason. If during the execution of the work, the progress of work is not considered to be satisfactory and is not consistence to be in contingent with the period of the completion of the work then the Bank may terminate the work order by giving a 5 days' notice to the contractor. In such case the contractor shall be liable to pay the employer any extra cost involved for the completion of the said work and will not obstruct any way in completing the work through other agency. After completion of entire work, the contractor shall be paid for the actual work executed by him at the quoted rates after deducting any claims, damages.
- 40 The time allowed for completing the works is **60 days** to be reckoned from **7 Days** from the date of Work Order / date of handing over site whichever is later. Tenderers shall submit a

programme (time schedule) for executing the entire project and shall furnish the details of their scheme indicating the proposed deployment of their machinery and resources.

- 41 If the Contractor fails to complete any or all the works by the date/s named in **Clause 39** (Date of Completion) or within any extended time (permitted by Bank) then the Contractor shall pay or allow the Employer the sum to be worked out at **1.0%** of contract value per week to be recovered as Liquidated Damages (and not by way of penalty) for the delay, beyond the said date or extended time, as the case may be, during which the works shall remain unfinished and such damages may be deducted from any moneys due or which may become due to the Contractor. The maximum amount of Liquidated damages shall be **10%** of contract value. The contractor shall be bound to extend validity of Insurance Cover till such period of completion as may be considered necessary at their cost.
- 42 The successful tenderer shall be required to execute an Agreement in the proforma attached with this tender document within **7 days** from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful tenderer to sign the agreement within the above stipulated period, the earnest money will be forfeited and the acceptance of the tender shall be considered as cancelled.
- 43 The final bill will be released on satisfactory completion of the entire work and on completion of all the terms and conditions / obligations spelt out and on proper submission of the bill together with the measurements. Final Bill settlement is within **Six weeks** from the date of proper submission of bill & measurements.
44. At any stage i.e. during the execution of work, any kind of change required, whether it is in design or specification, the same has to be incorporated by the contractor and It shall be treated as a variation.
45. Single Power point & Water for work will be provide by bank at free of cost
46. The contractor shall not directly or indirectly sublet the work to other party without written permission of the bank.
47. The Bank reserves the right to distribute the work for which quotations have been called, among more than one parties, if found necessary. No claim in this respect shall be considered and the contractor agrees to cooperate with other agencies appointed by the Bank.
48. Bank shall not be responsible for any lose or damage to the contractor/labour due to any natural calamity during the course of construction. Contractor is liable to make good all the damages if any, till the work is completed and handed over to the Bank authorities
49. **No advance payment shall be made to the contractor on supply of any material supplied at site for execution; payment shall only be made on execution and completion of any concerned/particulars item.**
50. Contractor agencies are advised (before quoting the rates) to inspect the site of the proposed work. They must go through specifications and documents. Any clarification, if required, may be taken from the bank before submitting the quote.
51. The quantities mentioned in schedule are provisional and likely to increase /decrease to any extent or may be omitted thus altering the aggregate value of the contract. No claim for loss of profit/business shall be entertained on this account.
52. The contractor /vendor failed to carry out the works as per schedule/Quality, the same shall be carryout with different agencies and the actual amount will be deducted from the contractor bills.
53. Payment to the contractor shall be made as per actual work done of site.

54. The contractor agency shall keep particular vigil on his workers to maintain very good workmanship of all items, failing which no payment shall be made and no claim of material/labour used shall be made to him in any case, and the same work shall be executed by him again without charging any extra cost.
55. The Bank reserves the right to accept/reject any quotes without assigning any reasons.
56. Any work got executed in poor workmanship as pointed out by the Bank' Official will have to be dismantled and redone by the Contractor on his own cost
57. Any addition, alteration or correction in the quote shall be signed and stamped properly by the contractor.

**ZONAL MANAGER**

UCO Zonal Office – Chennai  
No:328, Thambu Chetty Street,  
Chennai – 600 001.

Signature & Seal of the Tenderer

## **ANNEXURE I - ARTICLES OF AGREEMENT**

**THIS AGREEMENT** is made on this ..... day of .....month of ..... between UCO Bank and having its Zonal Office – Chennai No: 328, Thambu Chetty Street, Chennai – 600 001. (hereinafter referred to as the “Employer”) which expression shall include its successor, legal heirs and assignees of the one part.

**AND** M/s. .... having its office at .....  
.....  
(hereinafter referred to as the “Contractor”) which expression shall include its successor, legal heirs and assignees of the second part.

**WHEREAS** the Employer has caused drawings and tender documents for ‘Tender for Civil, Interior furnishing & Electrical Works at **UCO BANK, Main Branch Building, Pondicherry**

**AND** whereas the Employer has called for tender vide ref. no. ....  
dated..... .

**AND** whereas the contractor has submitted the tender ref. no. .... Dated  
..... to the Employer on .....

**AND** whereas the Employer has issued the work order ref .....  
Dated..... to the contractor to do the work.

**AND** whereas the Contractor has agreed to execute the work as per drawings, specifications, conditions of contract and Work Order.

**AND** whereas the Employer has accepted the Contractor’s tender as aforesaid and whereas the tender submitted by the contractor has been accepted for such sum as may be ascertained to be payable in terms of the Bill of Quantities and which sum is estimated to be Rs. .... (Rupees ..... ) hereinafter referred to as the said “Contract Agreement”.

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-**

- 1) In consideration of the said Contract Sum to be paid at the times and in the manner set forth in the said Conditions the Contractor shall carry out and complete **Civil works** in terms and conditions herein contained and according to the general conditions of the contract, notice inviting tender, special conditions of contract, general scope of work, technical specifications, schedule of rates and instructions to be given by and the supervision of and to the entire satisfaction of the Employer.

#### **2) Contract Price, Taxes and Payment Terms :**

Total contract price is Rs. .... which is inclusive of cost of materials, equipment, installation charges and tools and tackles required for execution of the job. Above price is inclusive of all taxes & duties including excise duty, sales tax, works contract tax, income tax, octroi etc. in respect of this contract. No claim in this respect will be entertained. Sales tax on works contract & Income tax on payments will be deducted and deposited by Employer in accordance with the sales tax law of the state and the provisions of tax deductions at source under income tax act 1961.

However, interim payment will be made as per the site measurements on Item Rate basis.

#### **3) Completion Period:**

**Time is the essence of the Contract.** The work is to be completed in all respects within 60 days reckoned from 7<sup>th</sup> day from the date of issue of the Work Order or handing over of site whichever is later. If the Contractor fails to complete the job within the agreed time period the



Contractor will have to bear liquidated damages as per the relevant clause mentioned in the Tender Documents.

4) **Earnest Money Deposit**

The Contractor has deposited an amount of **Rs.33,000/- (Rupees Thirty Three Thousand only)** as earnest money by way of DD in favour of "UCO Bank" payable at Chennai.

5) **Inspection of Site:**

The Contractor has inspected the site before submitting his tender and has satisfied himself as to the nature of the work to be executed on the site. Any difficulties which the Contractor may come across in the course of the work shall in no way relieve the contractor to claim or receive extra payment unless the Employer is of the opinion that such difficulties could not have been foreseen and the Employer consents in writing.

6) **Supply of Material and Labour:**

The Contractor shall arrange all labour, materials, equipments, tools, tackles and everything necessary for the completion of the work. The Contractor will assume all responsibility for the safety, protection and accounting of all material and equipment and the work during construction. All materials used by the Contractor shall be of the best quality conforming to the required specification mentioned in the tender document and will be subject to the approval of the Employer. All such materials not approved by the Employer shall be removed at once by the Contractor at his own expense. The Contractor shall also at his own expense arrange for carrying out any test of materials which the Employer may from time to time require or if so desired by the employer.

7) **Defective Work / Materials:**

If any part of the work done by the Contractor is found defective in workmanship or if bad or inferior materials have been used the Contractor shall at his own risk and cost demolish all such defective work and rebuild the same and / or replace the bad or inferior materials used within a time frame mentioned to the satisfaction of the Employer. The decision of the Employer in this regard shall be final and binding on the Contractor. In case of default of the contractor to remove the defective work and rebuild the same or replace bad or inferior materials as directed by the Employer, the Employer shall be entitled to employ anyone else to carry out the same at risk and cost of the Contractor and recover all expenses incurred in this regard from the contractor.

8) **Inspection of Work:**

During progress of the work the Employer shall be entitled at all times to have access to and inspect the work.

9) **Supervision:**

The Contractor shall provide one or more competent and technical qualified engineers duly and fully authorized to act on his behalf in all matters relating to the works to be carried out under or any other matter concerning this agreement and who shall at all times be present at the works while any work is in progress as per directions, explanations & instructions of Employer.

10) **Compliance with Statutory Regulations & Work Rules:**

The Contractor shall be responsible for complying with the applicable laws / bye laws / Regulations in force from time to time and shall have to bear all statutory liabilities to the

workers / personnel engaged for the job. Nothing will be paid extra in this regard. If any amount is paid by the Employer with this regard the same amount shall be deducted from the Contractor's dues. The Contractor shall have to arrange insurance cover for the workers / personnel engaged by him for the job and materials & works supplied/carried out at site/work place. Also to be adhered as per Tender Clause No.:34, 35, 36 & 37 of **General Rules and Instruction for The Guidance of Tenderers**.

11) **Termination of Contract:**

In the event of Contractor failing to keep / adhere to agreed schedule of work, or in the event of the Contractor failing to comply with the provisions of this contract by default and / or negligence and / or suspension of work or in the event of Contractor failing to complete the work within the stipulated period, the Employer may terminate this Agreement forthwith and employ, at the Contractor's risk and cost, another contractor or sufficient number of workmen to complete the work.

12) **Force Majeure:**

This clause will be operative only if the work is delayed by

- a) Acts of God
- b) Earthquake or floods or similar natural calamities.
- c) Serious loss or damage by fire or lightning.

In case any Force Majeure condition herein mentioned occurs and continues for a period exceeding 15 days the parties hereto undertake to sit together and devise ways for expeditious and proper performance of the obligations of the parties under this order.

13) **Arbitration:**

" In the event of any dispute or difference relating to interpretation and application of provisions of the contract and all disputes/ claims whatsoever which shall either during the continuance of the contract or afterwards either between the parties to the contract or the respective representatives touching the construction/ application of any provision/ clause mentioned in the contract or any account or liability between the parties to the contract or as to any act or deed or omission of any party to the contract, in any way relating to these presents, shall be first at the discretion of the Bank attempted to be resolved in good faith by mutual discussion within 30 days of the dispute or question being raised failing which the same shall be settled by arbitration in accordance with provisions of UCO arbitration and Conciliation act 1996.

The Parties concerned shall designate an arbitrator on mutual consent/ consensus. The venue of the arbitration shall be exclusively at Chennai and any award passed by arbitrator shall be final, conclusive and binding upon the parties and shall be deemed to have been made between parties themselves. The parties to the dispute shall share equally the cost of arbitration as intimated by the arbitrator".

Submitting to arbitration may be considered as an additional remedy and it does not preclude the right of the bank to seek other redressal/ Other Recourse.

14) The bank and the contractor agree that this agreement is entered in to on Principal to Principal basis. Nothing contained in this agreement shall be construed to create any association, Joint venture or Partnership or Relationship of Principal and Agent or Master and Servant or Employer and Employee between the Bank and the contractor. The parties to the agreement shall be deemed to be independent entity and employees of wither of the parties shall not deemed to the employees of the other. Neither party shall have authority to bind other except to the extant authorized herein.

**IN WITNESS** whereof the said contracting parties have set their hands and seals on the day and year first hereinabove witness.

Witness Address

Employer

Witness Address

Contractor

## **ANNEXURE-II**

### **FORMAT OF INTEGRITY**

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

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

And

..... Hereinafter referred to as “The Bidder/Contractor”.

#### **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).

Section 1 – Commitments of the Bank.

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

- a. No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Bank will during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidders (s) the same information and will not provide to any Bidders (s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
- c. The Bank will exclude from the process all known prejudiced persons.

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

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

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

- a. The Bidder(s) contractor(s) will not directly or through any other persons of firm, offer promise or give to any of the Bank’s employees involved in the tender process of the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage or during the execution of the contract.
- b. The Bidder(s) /Contractor(s) will not enter with other Bidders into any undisclosed agreement of understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process .
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s) / contractors will not use improperly for purposes of competition or personal gain, or pass on to others, any information or document provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s) / Contractor (s) of foreign origin shall disclose the name and address of the Agent/representatives in India, if any. Similarly the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign Banks, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s).

Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

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

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

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

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

Section 4 : Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent to Performance Bank Guarantee.

Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject he can be disqualified from the tender process and action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

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

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

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

Section 8: – Pact Duration.

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

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

Section 10 – Other provisions

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

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

\_\_\_\_\_  
(For & on behalf of the Bank)  
(Office Seal)  
Place \_\_\_\_\_  
Date \_\_\_\_\_

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

**Annexure-III**

**DRAFT**

**Letter of Undertaking & Indemnity**

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

**To**

**UCO Bank**

**General Administration Department**

**Zonal Office - Chennai**

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

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

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

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

Dated, this.....day of .....202...

.....

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



## **ANNEXURE-IV**

### **SAFETY CODE**

#### **Scaffolds**

- i) Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work which can be done safely from ladders. When a ladder is used, it shall be rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm and a maximum rise of 300 mm. suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 (1/4 horizontal and 1 vertical).
- ii) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 m.
- iii) Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m in length while the width between side rails in rung ladder shall in no case, be less than 290 mm for ladder upto and including 3 m in length. For longer ladders this width shall be increased at least 20 mm for each additional meter of length.
- iv) A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

#### **OTHER SAFETY MEASURES**

Adequate precaution shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

#### **Demolition**

Before any demolition work is commenced and also during the process of the work:

- a) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
- b) All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion or flooding. No floors roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

#### **Personal Safety Equipment's**

- (a) All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintain in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned:
- (b) The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead or any toxic material in any form. Wherever men above the age of 18 are employed on the work of such painting the following precautions should be taken:
- (c) No paint containing lead or lead products shall be used except in the form of paste or readymade paint. Paints like vinyl and epoxies having toxic fumes should be applied after following all precautions laid down by manufacturers.
- (d) Suitable face mask should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.

- (e) Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work
- (f) When the work is done near any public place where there is risk of drowning all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

**Annexure V – List of Materials of Approved Brand and / or Manufacture**

**(CIVIL WORK)**

<b>SL. No.</b>	<b>MATERIALS</b>	<b>MANUFACTURERS</b>
1.	CEMENT	L&T, BIRLA, RAMCO
2.	READY MIXED CONCRETE	L & T, BIRLA, RAMCO
3.	HYSD / MILD STEEL (TMT)	TATA / VSP
4.	ANTI-TERMITE CHEMICALS	CHLOROPYROPHOS EMULSIFIABLE CONCENTRATES OR EQUIVALENT
5.	CLAY BRICKS	LIGHT WEIGHT CLAY BRICKS FROM ANY MANUFACTURER OF REPUTE TO BE GOT APPROVED FROM BANK.
6.	FLUSH DOOR SHUTTERS	KUTSYS, ELEGANT, SHAKTHI
7.	GLASS (PLAIN/PIN HEADED/TINTED) BRASS,ALUMINIUM HARDWARE/FITTINGS	MODI FLOAT, SAINT- GOBAIN, ASAHI
8.	BRASS MORTICE LOCKS & LATCHES	EBCO, HETTICH, OR EQUIVALENT
9.	LATCHES WITH INTERNAL LOCKS	DOORSET, EBCO, HETTICH
10.	HYDRAULIC DOOR CLOSER AND FLOOR SPRING	GODREJ, EVERITE, DORMA
11.	ALUMINIUM DOOR, WINDOW AND VENTILATOR SECTIONS	JINDAL, INDAL, HINDALCO
12.	PVC WATER PIPES	SUPREME, FINOLEX ,PRINCE
13.	WATER PROOFING MATERIAL / COMPOUND FOR ROOF TOPS AND SUNKEN FLOOR	FOSROC, DR.FIXIT, BASF, SIKa OR EQUIVALENT APPROVED MAKE
14.	VITRIFIED TILES, GLAZED TILES, CERAMIC TILES	KAJARIA,JOHNSON, NITCO
15.	CEMENT BASE PAINTS	SNOWCEM PLUS (M/S KILICK NIXON) OR EQUIVALENT
16.	SYNTHETIC ENAMEL PAINT	ASIAN PAINTS, NEROLAC, BERGER
17.	EXTERIOR EMULSION	ASIAN PAINT, NEROLAC, BERGER
18.	TEXTURE PAINT	SPECTRUM OR EQUIVALENT
19.	POLYSULPHIDE SEALANT	PIDILITE, FOSROC OR EQUIVALENT
20.	WOODEN FLOORING	PERGO, WIPARQUET , OR EQUIVALENT
21.	BLINDS	HUNTER DOUGLAS, MAC
22.	Ply Board & Ply wood (MR Grade plywood)	Green Ply, Century, Mayur
23.	Laminate	Skirting at lintel level: Merino 1122 (Kingfisher blue)
		Main – Marino – 854 (Nice pear)
		Shutter box (Front & sides) – Kingfisher blue
		shutter box (bottom): Merino – 1057 (Marie gold yellow)
		Storage cabinet (Incl. edge lipping): Merino – 854 (Nice pear)
		Access lock pillar: Merino – 854 (Nice pear)
		for inside portion of the room Merino 1122 (Kingfisher blue)
		for outside portion, or matching shades in Greenlam, Century, DuriAn.

Note –

1. Materials mentioned in the specification shall be used for the work. If specified material is not available prior approval of the Employer shall be taken to use other brands.
2. Preference of makes, supply of items should be consulted with client/consultant before effecting of supply.

**NAME AND ADDRESS OF THE CONTRACTOR:**

**SIGN & SEAL OF THE CONTRACTOR:**

**Date:**

**Place:**