Printing & Stationery Department
2, India Exchange Place, Kolkata-700 001

Request for Proposal (RFP)

For

Purchase of "Tamper Proof" packets for packaging of pledged Gold Jewellery.

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Printing & Stationery Department, Head Office
2, India Exchange Place, Kolkata-700 001

RFP REF NO: H.O/PtgSty/Tender/01/2021-22
Date: 04/08/2021

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.

Disclaimer

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

Printing & Stationery Department
2, India Exchange Place, Kolkata-700 001

NOTICE INVITING TENDER FROM REPUTED /WELL-ESTABLISHED, RESOURCEFUL AND EXPERIENCED PRINTERS/SUPPLIER FOR PURCHASE OF "TAMPER PROOF" PACKETS FOR PACKAGING OF PLEDGED GOLD JEWELLERY.

UCO BANK, Head Office, 10 B.T.M Sarani, Kolkata, intend to invite from reputed /well-established, resourceful and experienced printers for supply of "tamper proof" packets for packaging of pledged gold jewellery through electronic mode. For the purpose, we solicit Bids from printers / suppliers on or before **25.08.2021 up to 4.00 PM**. The bids will be opened on **26/08/2021 at 11.00 AM** by committee of executives and officers of our Bank at our Head Office, 10 B.T.M Sarani, Kolkata.

Tenderers may download the RFP document from the e-Tender website www.tenderwizard.com/UCOBANK or UCO Bank's official website www.ucobank.com.

Tender Reference	**Tender No.01/2021-22 Dated 04.08.2021**
Estimated Cost.	26,00,000/-
Tender Cost	The bidder shall furnish tender cost (non-refundable) of Rs.1000/-(Rupees One thousand only) by way of Demand Draft drawn on any schedule bank in favour of UCO Bank, payable at Kolkata. Scanned copy of Demand Draft should be uploaded in e-tender website. Non-uploading of tender cost in e-tender website is liable to be rejected on grounds of non-submission of tender cost.
EMD (Returnable)	The bidder shall furnish non interest earning Earnest Money Deposit (EMD) of Rs.26,000/-(Rupees twenty-Six thousand only) by way of Demand Draft drawn on any schedule bank in favour of UCO Bank, payable at Kolkata. Scanned copy of Demand Draft should be uploaded in e-tender website. Non-uploading of EMD in e-tender website is liable to be rejected on grounds of non-submission of EMD. The EMD of the unsuccessful Bidders shall be returned after notification of award.
Date of issue of RFP	**04.08.2021**
Pre-Bid meeting	**11.08.2021**
Last Date & Time for Submission of Tender:	Bids can be submitted online before **25.08.2021 up to 4.00 pm** at e-Tender website **www.tenderwizard.com/UCOBANK**.
Date and Time of Opening Technical Bid.	On **26/08/2021** at 11.00 am at Uco Bank, Printing & Stationery Deptt., Head Office, 2 India Exchange Place, Kolkta-700001

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Date of Opening of Price Bid.	Price Bid of tender will be opened for those vendors whose technical bid qualified. Opening date of Price Bid will be intimated later on.
Validity of Tenders	120 (One hundred and twenty) days from the opening of financial bid.
Address of communication	UCO BANK Printing & Stationery Department. 2, India Exchange Place, Kolkata-700001
Process of submission of tender document.	This Tender will follow e-Tendering process [e-bids] as under which will be conducted by Bank's authorized e- Tendering Service Provider M/s Antares Systems Ltd through Website **https://www.tenderwizard.com/UCOBANK**. Following activities will be conducted online through above website: a) Submission of Technical Bid & Commercial Bid by the Vendor b) Opening of Technical Bid & Commercial Bid by the Bank c) Clarification, if any, sought by the Bank. d) On-line evaluation by the Bank. Representatives of Vendors will be given training for e- Tendering by the Service Provider, M/s Antares Systems Ltd. •Bidders who wish to participate in online tenders will have to register with the website (**https://www.tenderwizard.com/UCOBANK**) through the "**Register**" link provided on the home page. Bidder will create login id & password on their own in registration process. •Following facilities shall be provided to registered bidders/ vendors by the service provider M/s Antares Systems Ltd: a) Support to the Bidders for participating in the bids through e-tendering Website. b) Call center support/ email/ phone/mobile etc. in all possible medium. c)Registration with the e-tendering website. d) User Manual / Training Kit to the Bidder. e)Any no. of users of Vendor/ Bidder organization can take support on the e-tendering system. f) Bidder who wish to participate in this tender need to procure Digital Signature Certificate (for Signing

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	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 M/s Antares Systems Ltd. at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Signature Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact **Antares Systems Ltd.** **Registered Office at: #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore – 560079.** **Ph: - 080-49352000 / 40482000** **Fax: - 080-49352034** **Help Desk**: Contact Person: Mr. Kushal Bose/ Mr. Tousik Ghosh Mobile no. 07686913157 / 09674758724 (On working days-0900 hours–1800 hours) e-mail: kushal.b@antaressystems.com; tousik.g@antaressystems.com (i) Bidders who wish to participate in e-Tender need to fill data in predefined forms of RFP, Technical, Price bid available in respective tender only. (ii) 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 After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

Uco Bank reserves the right to accept or reject in part or full, any or all tenders without assigning any reason whatsoever and without any cost and compensation therefore. Any decision of Uco Bank in this regard shall be final, conclusive and binding on all the Tenderers.

The bidder must obtain for himself/herself/themselves on his/her/their own responsibility all the information which may be necessary for the purpose of making a valid tender and entering into valid contract. The tenderer is advised to inspect the installation at the site of work and acquaint himself/herself/themselves with all local conditions, nature of work and all matters pertaining thereto.

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All the information relating to corrigendum if any, selection of bidders to participate in Price Bid, name of L-1 bidders etc. will be uploaded in Bank's website which may please be noted. No separate newspaper notification will be issued in this regard.

Tenderers fulfilling the specified requirements may submit their Bids through Bank's authorized e- Tendering Service Provider M/s Antares Systems Ltd through Website **https://www.tenderwizard.com/UCOBANK.** latest by 4.00 P.M. on **25.08.2021**.

Asstt. General Manager
Printing & Stationery Department
UCO Bank,
Head Office, Kolkata

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TENDER FOR PURCHASE OF "TAMPER PROOF" PACKETS FOR PACKAGING OF PLEDGED GOLD JEWELLERY.

1. Information Provided

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

2. SCOPE OF WORK

UCO BANK, Head Office, 10 B.T.M Sarani, Kolkata – 700 001, invites offers from reputed/well-established, resourceful and experienced printers/suppliers for supply of "tamper proof" packets for packaging of pledged gold jewellery.

Specification of tamper proof packet is mentioned in **Annexure-D** with price-bid proforma and contents to be printed on the tamper proof packet is mentioned in **Annexure E.**

Interested bidders may upload the required documents through Bank's authorized e-Tendering Service Provider M/s Antares Systems Ltd through Website **https://www.tenderwizard.com/UCOBANK** duly completed in all respects on or before **25.08.2021 till 4.00 p.m.**

3. Eligibility Criteria

a) The Bidder should be a Corporation Organization/PSU/PSE/Private/Public Limited Indian Company/Partnership/ Proprietorship firms under Indian Laws. The Bidder shall submit the certificate of Incorporation along with the Technical Bid in respect of this requirement.

b) The bidder must have minimum Sales/Turnover of Rupees fifty lakh per annum and made Net profit during last three consecutive years. Certificate of audited balance sheet for last three years i.e. up to 31.03.2020 must be enclosed. **Vendor must be a profitable organization.**

c)The bidder must be registered under GST.

d) The bidder must have PAN.

e)Bidder of PSU/PSE/Private/Public Limited Indian Company/Partnership/ Proprietorship firms should submit their KYC/PAN/TAN/GST Registration. DIN should

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also be submitted of each and every Directors of PSU/PSE/Private/Public Limited Indian Company.

f) The bidder must have experience in executing the similar work i.e. printing and supply of tamper proof packets to Public/Private Sectors Banks as under:

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

Or

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

Or

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

4. Documents Comprising the RFP Bid

The RFP bids should be submitted in one big envelope containing Technical Bid super-scribed as **"RFP Bid for purchase of "tamper proof" packets for packaging of pledged gold jewellery".** Vendor must provide individual and factual replies to specific questions asked in the RFP.

Following documents to be submitted with Technical-Bid:

I. Earnest Money Deposit of Rs 26,000/- by way of Draft/Pay order favouring UCO BANK payable at Kolkata.

II. Non Refundable Bid Fee of Rs 1,000/- by way of Draft/Pay order favouring UCO BANK payable at Kolkata.

III. A copy of the full RFP document duly stamped and signed on every page in token of acceptance of all terms and conditions.

IV. True/Certified copy of Income Tax return, PAN card, GST Registration. Certificate, Certificate of incorporation, Trade License, Certificate issued by Registrar of Companies in case of Company or Registrar of Partnership as applicable.

V. Copy of the Partnership deed/ Proprietorship/Bye Laws (MOA+AOA)/Certificate of incorporation issued by Register of Companies along with Memorandum & Articles of Association and full address of the registered office.

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VI. KYC and DIN should also be submitted of each and every Directors of PSU/PSE/Private/Public Limited Indian Company.

VII. True/Certified Copies of audited balance sheet & Profit and Loss a/c for the last three financial years i.e. for 2017-18, 2018-19 and 2019-20.

VIII. Proof related to executing the similar work i.e. printing and supply of tamper proof packets to Public/Private Sectors Bank.

IX. A copy of Board resolution or power of attorney showing that the signatory has been duly authorized to bid, to sign the tender document and make commitments on behalf of the vendor

X. Pre Contract Integrity Pact, Letter of Undertaking and Indemnity and Non-Disclosure agreement to be also uploaded.

XI. Specimen of tamper proof to be submitted with Technical –Bid.

XII. Annexure-A, Annexure-B & Annexure-K to be also submitted with the Technical Bid.

XIII. Original Demand Draft of bid fee and EMD, Pre Contract Integrity Pact, Letter of Undertaking and Indemnity, Non-Disclosure agreement, and other above mentioned required documents as demanded by the Bank to be also submitted in hard copy at UCO Bank, Printing and Stationery Deptt.,Head Office, 2 India Exchange Place,Kolkata-700001 on or before **25.08.2021** at 04:00 pm.

XIV. Documents mentioned in the checklist provided at the end of the RFP are required to be scanned and mandatorily be uploaded in our e-tender website.

XV. Bidder should also submit **financial bid** as per **Annexure "D"** of the RFP document. **Financial bid should comprise of duly signed copy of Annexure "D" and Annexure "D" to be uploaded in e-tender website only. Financial bid must not be submitted in hard copy in any envelope.**

XVI. The RFP bids should be submitted in one big envelope containing only Technical Bid super-scribed as **"RFP Bid for purchase of "tamper proof" packets for packaging of pledged gold jewellery"** should reach us along with all documents by **25.08.2021.**

XVII. The bidder must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in RFP.

5. Period & validity of Bid:

Bid shall remain valid for 120 days after the date of financial bid opening prescribed by UCO BANK. UCO BANK holds the rights to reject a bid valid for a period shorter than 120 days as non-responsive, without any correspondence. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period.

6. Rejection of the Bid: The Bid is liable to be rejected if:

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a) The document doesn't bear signature of authorized person.

b) It is not in conformity with the instruction mentioned in this tender document.

c) It is not accompanied by requisite tender cost and EMD as stated above.

d) It is received after expiry of the due date and/or time.

e) It is evasive and contains incorrect information.

f) The Bid offer is conditional

g) It is received through Telegram/Fax/E-mail.

h) It is received after expiry of the due date and time stipulated for Bid submission.

i) The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP).

j) There is any conflict of interest between Bank and Bidder at any stage.

7. Price Bid.

a) The Price Bid must include all applicable taxes.

b) The bidder shall keep the price valid for a period of 120 days from the date of opening of financial bid. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.

c) Prices quoted by the Bidder shall be in Indian Rupees and not subject to any price escalation, if the order is placed within the validity period.

d) Bank will arrive at the L-1 price of each items separately i.e. A-Big size Temper Proof packets & B- Small size Temper proof packets. Method of arriving on L-1 , refer to Annexure-"C"

e) For Specification and quantity of temper proof packets , refer to Annexure "D"

8. Delivery schedule: - Delivery to be made in our Central Store, Lal Bazar, Kolkata. Delivery is must be made within 45 days Delivery must not be deferred / delayed under any circumstances after receipt of order. Fail to supply wholly or partly, as per terms of our order, non- performance or non-supply in time or

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supplying the materials which do not conform to the specification/quality prescribed or which is found defective, will entail enforcement of one or more of the following:

I) Cancellation of the order in part or full and forfeiture of Security Deposit.
II) Recovery of extra cost, if any, incurred by the Bank in securing the materials from other sources, due to the defect / delays in execution over stipulated time or otherwise, by adjusting the Security Deposit besides the Bank reserves rights to claim balance cost/damages.
III) Levying the penalty charges @2% per week or part thereof from 46th day of placement of order, **maximum 10% of order value.**

9. Payment Terms-

i- No Advance payment will be made.
ii- Payment will be made on Delivery of Temper Proof Packets and receipt of Tax Invoice.
iii- Vendor will have to raise the bills generated only from the system with delivery challan, copy of transport receipt and acknowledgement from the consignees and submit them to Head Office –Stationary department. In addition to this, vendor has to provide necessary proof of delivery in the disputed cases.
iv- Invoice should be drawn with the break-up of total amount indicating separately Taxes, Freight charges etc. The total cost of any item excluding taxes should be the same as agreed/finalized by the bank. GST guidelines are to be observed scrupulously.
v- Payment (after TDS etc as applicable) will be made online within 15 days from the date of invoice.

10. Performance Bank Guarantee:- "Selected Vendor shall be liable to furnish a Performance Bank Guarantee of Rs 1.00 lacs (Rupees One Lacs) only, as per enclosed format in **Annexure-J**, issued by any scheduled commercial bank other than UCO Bank valid for 15 months) either before or at the time of execution of this Agreement. If the contract is extended /renewed after the completion of initial term, PBG shall be extended or renewed by the Vendor.

The Performance Bank Guarantee shall act as performance security in case the Vendor is unable to deliver ordered stationery within the stipulated time; Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the vendor is not able to fulfill any or all conditions specified in this Agreement or Purchase Order or is unable to complete supply within the stipulated time.

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11. Confidentiality

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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:

a) To maintain and use the information only for the purpose of the contract/ agreement and only as permitted by Bank.
b) To only make copies as specifically authorized by the prior written consent of bank and with the same confidential or proprietary notices as may be printed or displayed on the original.
c) To restrict access and disclosure of information to such of their employees, agents, strictly on a "need to know" basis to maintain confidentiality of the information disclosed to them in accordance with this clause and
d) To treat all information as confidential information.

(Each and Every Bidder must execute a **Non Disclosure Agreement** to the bank as per bank's format **(Annexure-I)** and scanned copy to be uploaded in our e-tender website.

12. Disclaimer

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

13. No Legal Relationship

This RFP is not an offer by the bank, but an invitation for the vendor responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Vendors.

14. Recipient's Obligation to inform itself

It is the recipient's responsibility to conduct all necessary investigation and analysis regarding any information contained in the RFP document and the meaning and impact of the information.

15. Acceptance of Terms

Recipient shall by responding to Bank with a submission, be deemed to have accepted the terms of the document in totality without any condition whatsoever.

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

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a) The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.
b) The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.
c) All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.
d) Each and Every Bidder is required to furnish a separate Letter of Indemnity **(as per Annexure-H)** in Bank's favour and scanned copy to be uploaded in our e-tender website.

17.Modification and Withdrawal of Bids

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by bidders, Bank shall be entitled to forfeit the EMD.

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.

18.Liquidated Damage

Liquidated damages for fail to supply wholly or partly, as per term of our order, non performance, non supply in time or supplying the materials which do not confirm the specification/quality prescribed or which is found defective will entail @ 1% (One percent) of the order value per week will be charged for every week's delay from 46th day in commissioning to a maximum of 10% of the order value. If it exceeds 10%, the order may be cancelled.

UCO BANK reserves its right to recover these amounts by any mode as it deems fit and proper such as adjusting from any payments to be made by UCO BANK to the bidder, etc. without prejudice to its other rights and contentions available under the Law (s) for the time being in force. Liquidated damages will be calculated on per week basis.

19. Additional terms & Conditions on Taxes are as follows-

a. Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.

b. The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is

done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN[1]. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with UCO Bank, then payments to Supplier/ Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time the accurate tax amount is finally reflected in the GSTN to UCO Bank's Account and is finally available to UCO Bank in terms of GST laws and that the credit of GST so taken by UCO Bank is not required to be reversed at a later date along with applicable interest.

c. UCO Bank has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to UCO Bank for the fault of supplier shall be recovered by UCO Bank by way of adjustment in the consideration payable.

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

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

20.Order Cancellation (Termination)

UCO BANK reserves the right to cancel the purchase order or terminate the contract by giving 30(thirty) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -

a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the agreement executed between the Bank and the selected Bidder.

b) The selected bidder goes into liquidation, voluntarily or otherwise.

c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.

d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.

e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.

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f) Deductions on account of liquidated damages exceed more than 10% of the total work order.

g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.

h)After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.

i) UCO BANK 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 adjustment of pending bills and/or invoking the Security Deposit.

j) The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

21. Consequences of termination

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

Nothing herein shall restrict the right of UCO BANK to invoke the securities furnished, enforce the **Letter of Indemnity** and pursue such other rights and/or remedies that may be available to UCO BANK under law or otherwise.
The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

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22.Force Majeure

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

a) Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics

b) Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos

c) Terrorist attack, public unrest in work area

d) Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The bidder or UCO BANK shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding the above, provisions relating to indemnity, confidentiality, survive termination of the contract shall remain same.

23.Modification in order

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

24.Cancellation of tender process

Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason and without any cost or compensation therefore.

25.Non Assignment

Neither the subject matter of the contract nor any right arising out of the contract shall be transferred, assigned or delegated to any third party by Vendor without prior written consent of the Bank. In this regard decision of UCO Bank shall be final.

26.Compliance of law

Bidder is required to comply with and adhere to all Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc. Any license, if required for supplying the tamper proof packets, needs to be secured by the bidder. The bidder is solely responsible for any legal obligation related to this.

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27.Conflict of Interest

The vender 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.

28.Modification and withdrawal of RFP

The Bank may update or revise the RFP document or any part of it. The recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to same confidentiality undertaking.

29.Authorise Representative

A power of Attorney / Authorisation Letter from the bidders Authorised officials / Body must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of the bidder.

30.Publicity

Any publicity by bidder in which name of UCO Bank appears, is to be used only after receiving explicit written permission from UCO Bank.

31.Integrity Pact.

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors/ bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

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

UCO BANK

f. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.

g. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP 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 IP is attached as Annexure for strict compliance.

The following Independent External Monitors (IEMs) have been appointed by UCO Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

a) Shri S R Raman
1A-121, Kalpataru Gardens
Near East-West Flyover
Kandivali East, Mumbai - 400101
E-mail: - raman1952@gmail.com

b) Ms Vijayalakshmi R Iyer
Flat No. – 1402, Barberry Towers,
Nahar Amrit Shakti,
Chandivali, Powai, Mumbai – 400072
E-mail: - vriyer1955@gmail.com

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

32. SETTLEMENT OF DISPUTES

(i) In case of dispute or difference of any kind whatsoever arise between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or differences by mutual consultation.

(ii) If after 30 days the parties fail to resolve their disputes or differences by such mutual consultation, then either the bank or the vendor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter of dispute. No arbitration in respect of this matter may be commenced unless such notice is given.

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(iii) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be settled in accordance with the Arbitration and Conciliation Act, 1996.
(iv) Arbitration proceedings shall be held at Bank's office i.e. Head Office that placed the order and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
(v) The process of arbitration shall be conducted by a sole Arbitrator appointed.
(vi) The sole arbitrator will be appointed by the bank.

33. OTHER TERMS AND CONDITIONS;

a) Rate once quoted would not be allowed to change for any reason except on account of revision in Government duties like Central Excise, Sales Tax, and GST etc. only on production of satisfactory documentary evidence. At the same time, any reduction in Government duties must be passed on to the Bank failing which; Bank would be authorized to deduct such reduction from payment from their end.

b) All the offer documents should be duly signed by the supplier on all the pages in due acceptance of the terms and conditions. Offers containing any conditions overriding/deviating from our terms & conditions are not acceptable.

c) In case supply is not as per specifications, the printer/suppliers will be held responsible towards non- payment of bill.

d) Specimen of tamper proof packets must be submitted along with the quotations.

e) Earnest Money Deposit (EMD) :-

i. The Bidder shall furnish, as part of its Bid, an EMD of Rs. 26,000/-(Rupees Twenty-Six thousand only).

ii. The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture. EMD may be forfeited in the event of withdrawal of bid during the period of bid validity or if successful bidder fails to sign the contract in accordance with the terms & conditions and other requirements specified in RFP or any act of bidder not in line with contract obligations.

iii. The EMD shall be denominated in Indian Rupees and shall be in the form of a Demand Draft/Pay Order drawn in favour of UCO BANK payable at Kolkata.

iv. Any bid not accompanied with the requisite EMD shall be treated as nonresponsive and is liable to be rejected.

v. No interest is payable on the amount of EMD.

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vi. The EMD of the unsuccessful Bidders shall be returned after notification of award.

vii. The successful Bidder's EMD will be discharged upon the Bidder signing the contract and submitting the Security Deposit of Rs.1,00,000/- in the form of Bank Guarantee (Rupees One Lakh only) issued by Scheduled Commercial Bank in India other than UCO Bank and valid for a period of 15 months from the date of finalization of Contract.

viii. If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future RFPs floated by the Bank as per sole discretion of the Bank.

Bank reserves right to accept/ reject any or all of the offers without assigning any reason whatsoever. Also bank reserves rights to split the order amongst two vendors if required, to ensure timely supply and to avoid dependence on only one supplier.

f) The bidder must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in RFP.

g) The Bank's decision regarding the acceptance/rejection will be final and no dispute or negotiation will be entertained in this regard. In matters regarding the quality of materials, interpretation of specifications etc, the decision of the bank, which shall be given in writing, shall be final, conclusive and binding on the bidder. The bank has the right to delete item, reduce or increase the scope of work without the tenderer claiming any compensation or the reduction in the scope of work.

h) In case of any dispute, the courts at KOLKATA will have exclusive jurisdiction.

Please note that all the offered documents shall be duly signed by the bidder on all the pages in due acceptance of the terms and conditions

Bank reserves the rights to accept or reject the quotation of tamper proof packets without assigning any reason what so ever.

Prescribed Performa may be downloaded from UCO Bank E-Tender website www.tenderwizard.com/UCOBANK OR UCO Bank's website www.ucobank.com. For any clarification, Please contact us on telephone No. 033 – 44558405/033-44557176.

Further, tenders so received up to prescribed date i.e. **25.08.2021 (4.00 pm.)** will be opened on **26.08.2021 at 11.00 am.** in the presence of Committee of Officers/Executives of our Bank through e-mode only at Head Office,10 BTM Sarani , Kolkata-1

UCO BANK

Printing & Stationery Department
2, India Exchange Place, Kolkata-700 001

Checklist of mandatory documents to be uploaded in our e-tender website.

S.No.	Documents to be uploaded in e-tender website.	Compliance Status.
1.	Earnest Money Deposit of Rs 26,000/- by way of Draft/Pay order favouring UCO BANK payable at Kolkata.	
2.	Non Refundable Bid Fee of Rs 1,000/- by way of Draft/Pay order favouring UCO BANK payable at Kolkata.	
3.	A copy of the full RFP document duly stamped and signed on every page in token of acceptance of all terms and conditions.	
4.	True/Certified copy of Income Tax return, PAN card, GST Registration. Certificate, Certificate of incorporation, Trade License, Certificate issued by Registrar of Companies in case of Company or Registrar of Partnership as applicable.	
5.	Copy of the Partnership deed/ Proprietorship/Bye Laws (MOA+AOA)/Certificate of incorporation issued by Register of Companies along with Memorandum & Articles of Association and full address of the registered office.	
6.	KYC and DIN should also be submitted of each and every Directors of PSU/PSE/Private/Public Limited Indian Company.	
7.	True/Certified Copies of audited balance sheet & Profit and Loss a/c for the last three financial years i.e. for 2017-18 , 2018-19 and 2019-20.	
8.	Proof related to executing the similar work i.e. printing and supply of tamper proof packets to Public/Private Sectors Bank as per the eligibility criteria.	
9.	A copy of Board resolution or power of attorney showing that the signatory has been duly authorized to bid, to sign the tender document and make commitments on behalf of the vendor	
10.	Pre Contract Integrity Pact, Letter of Undertaking and Indemnity and Non-Disclosure agreement. (Annexure-G, Annexure-H & Annexure-I)	
11.	Format of application, Declaration and Affidavit (Annexure- A, Annexure-B and Annexure-K)	

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ANNEXURES

Sr. No	ANNEXURE	INDEX
1)	Annexure A	FORMAT OF APPLICATION.
2)	Annexure B	DECLARATION
3)	Annexure C	QUOTING OF RATES and METHOD FOR ARRIVING L1 RATE/VENDOR.
4)	Annexure D	PROFORMA FOR QUOTING RATE AS PER SPECIFICATION OF THE TAMPER PROOF PACKETS MENTIONED BELOW AS A and B.
5)	Annexure E	CONTENTS TO BE PRINTED IN TAMPER PROOF PACKETS
6)	Annexure F	DRAFT OF AGREEMENT.
7)	Annexure G	PRE CONTRACT INTEGRITY PACT
8)	Annexure H	LETTER OF UNDERTAKING & INDEMNITY.
9)	Annexure I	NON-DISCLOSURE AGREEMENT
10)	Annexure J	FORMAT OF PERFORMANCE BANK GUARANTEE
11)	Annexure K	AFFIDAVIT ON A NON JUDICIAL STAMP PAPER DULY NOTARIZED

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ANNEXURE-A
Format of Application

Application for supply of tamper proof packets.

Sr. No	Details	Description
1)	Name:	
2)	Constitution of the Bidder:	
3)	Date of Incorporation and/or commencement of Business.	
4)	Certificate of Incorporation:	
5)	Trade License No.& date :	
6)	GST Regn. No :	
7)	Income tax PAN No :	
8)	**Financial Information:** Annual Turnover/sales during past three years ended on 31-3-2018, 31-3-2019 and 31-3-2020.	
9)	Complete postal address/contact details of the bidder	
10)	Brief description of the Bidder including details of its main line of business	
11)	Company website URL	
12)	Particulars of the Authorized Signatory of the Bidder	
	a. Name	
	b. Designation	
	c. Address	
	d. Phone Number (Landline)	
	e. Mobile Number	
	f. Fax Number	
	g. Email Address	

(Signature of Applicant/ Authorized signatory)

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Note : Copies of all relevant documents should be scanned and uploaded in our e-tender website along with the application. Last date for submitting application is **25.08.2021 before 4.00pm**. The applicants will be informed, if eligible to supply the tamper proof packets in due course about the lowest rate approved by the Bank.

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ANNEXURE-B

DECLARATION

(Declaration to be given on Letter Head)

1. I / We hereby submit the application on prescribed format and our quotation marked as "PRICE BID FOR SUPPLY OF TAMPER PROOF PACKETS' in your e-tender website in response to your tender dated **04.08.2021** . I / We agree that the decision of UCO BANK in selection of tenders will be final and binding on me / us.

2. All the information furnished in the attached forms are correct to the best of my / our knowledge and we understand that if any information is found to be false at a later date, contract made between ourselves and Bank will be treated as invalid.

3. Bank shall have the authority to verify all the information provided by us.

4. All supporting documents shall be provided by us in authenticity of the information furnished.

Signature :
Place : Name & Designation :
Date : Organisation :

UCO BANK

ANNEXURE-C

QUOTING OF RATES and METHOD FOR ARRIVING L1 RATE/VENDOR:

i. All the vendors will quote the rate as per the specification and required number of quantity mentioned in **Annexure D**. The vendors will be given opportunity to view/see the hardcopy of tamper proof packets.

ii. The vendors need to give their price for the items mentioned in Table-A and Table-B (as per **Annexure D**) that will be all inclusive i.e. it should include landed cost, materials cost, labour, packing, loading, transit insurance and unloading at delivery location, including GST.

iii. Bank will arrive at the L-1 price of each item. Vendor(s) to necessarily quote for all the items mentioned as per **Annexure "D".**

iv. Item wise lowest rate will be accepted by the Bank.

v. In case of tie-up, the work will be distributed among the vendors in equal quantity.

The bank reserves the right to amend/cancel the RFP process/ at any time without assigning any reason.

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ANNEXURE-D

FINANCIAL -BID
PROFORMA FOR QUOTING RATES AS PER SPECIFICATION OF THE TAMPER PROOF PACKETS MENTIONED BELOW AS A AND B.

(To be given on your Letter Head)

A. Big Size tamper proof packets:-

Specification of tamper proof packets	Quantity required	Rate per piece including all taxes, delivery, Freight, octroi and insurance, if any.
(i) **Shape and Size**- 14"X7.50" (Outer Size) and 12"X7" (Usable Size) (ii) **Film**: 3 layers, Co extruded, Blend of LDPE and LLDPE (Virgin Resin Material) (iii) **Thickness**: 100 Microns Variance in thickness +/- 3% is allowed. (iv) **Adhesive**: Hot melt permanent adhesive from synthetic thermoplastic rubber base type. (v) **No. Of Colors of printing**: Three Colors. (vi) **Sequential Numbering**: Numbering on the front side of the bag. (vii) **Extra seal**: There will be an extra seal on both the edges of the envelope in the range 2-6 mm with fine print of "123" letters on it. (viii) **Closure**: 45 mm Void tape closure at the top of the envelope & one extra closure with 45 mm void tape at the back of the envelope for audit purpose. (ix) **VOID Tape**: 45 mm VOID Tape RED or Blue in color, which shows irreversible evidence of tampering , where text "**VOID**" appears on the tape on any attempt to tamper the bag.	200000 pieces	

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Two such tapes are required. One for top side opening and second for audit purpose. (x) **Tensile Strength**: 28 MPa min (MD); 22 MPa min (TD) (ASTM D882-91) (xi) **Elongation**: 650% (MD); 730% (TD) (xii) **Transparent/Opaque**: One side should be Opaque for printing the details of the loan, appraiser, Inspection details etc. the other side can be transparent.		

B. Small Size Tamper Proof Packet.

Specification of tamper proof packets	**Quantity required**	**Rate per piece including all taxes, delivery, Freight, octroi and insurance, if any.**
(i) **Shape and Size**- 11"X6.50" (Outer Size) and 9"X6" (Usable Size) (ii) **Film**: 3 layers, Co extruded, Blend of LDPE and LLDPE (Virgin Resin Material) (iii) **Thickness**: 100 Microns Variance in thickness +/- 3% is allowed. (iv) **Adhesive**: Hot melt permanent adhesive from synthetic thermoplastic rubber base type. (v) **No. Of Colors of printing**: Three Colors. (vi) **Sequential Numbering**: Numbering on the front side of the bag. (vii) **Extra seal**: There will be an extra seal on both the edges of the envelope in the range 2-6 mm with fine print of "123" letters on it. (viii) **Closure**: 35 mm Void tape closure at the top of the envelope & one extra closure with 35 mm void tape at the back of the envelope for audit	200000 pieces	

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purpose. (ix) **VOID Tape**: 35 mm VOID Tape RED or Blue in color, which shows irreversible evidence of tampering , where text "**VOID**" appears on the tape on any attempt to tamper the bag. Two such tapes are required. One for top side opening and second for audit purpose. (x) **Tensile Strength**: 25 MPa min (MD); 19 MPa min (TD) (ASTM D882-91) (xi) **Elongation**: 500% (MD); 550% (TD) (xii) **Transparent/Opaque**: One side should be Opaque for printing the details of the loan, appraiser, Inspection details etc. as specified in Annexure-appraiser, Inspection details etc. the other side can be transparent.		

Note: Rates quoted should be including all taxes, delivery, Freight, octroi and insurance, if any.

Bank reserves the right to accept / reject any or all offers without assigning any reason.

The tenderer should quote in English both **in figure** as well as **in words** the rate and amounts tendered by him in the schedule of rates for each item and in such a way that interpolation is not possible.

We abide by above notes and other terms & conditions given under this tender.

Signature :

Place : Name & Designation :

Date : Organization :

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2, India Exchange Place, Kolkata-700 001

ANNEXURE-E

CONTENTS TO BE PRINTED ON TAMPER PROOF PACKETS
SI NO……

Name of the Borrower (s)			
Branch Name (Sol Id)		No. of items	
Loan A/c No.		Gross wt. (gms)	
Loan Amount		Net Wt. (gms)	
Date of sanction			

The Gold Jewellery/Ornaments/Coins has been sealed in the packet in my presence:

Signature of the Borrower (s)	
Signature of Gold Appraiser	
Signature of joint Custodian/ ABH/ Advance-In-Charge (with Emp No.)	
Signature of BH/ABH (with EMP No.)	

I have checked Gold Jewellery/Ornaments/Coins in the packet and found the same in order:

Signature of field Inspector (With Emp No.)		Dt:

Signature of Concurrent Auditor		Dt:

Note: This content will be printed on both type of envelope as mentioned in "Annexure-D"

Sequence number for the envelope mentioned in Table-A of "Annexure D" will start as B- XXXX000001.

Sequence number for the envelope mentioned in Table-B of "Annexure D" will start as S- XXXX000001.

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2, India Exchange Place, Kolkata-700 001

ANNEXURE-F

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

Article of agreement made this _____day of _____2021 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 (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 ..... (herein after 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 ……(hereinafter called ''Bank'')
And whereas the said work as mentioned in the work order have been accepted and signed by and on behalf of the Vendor.
And whereas the vendor has agreed to execute upon and subject to condition set forth herein and work order, General conditions of contract, special condition of contract, including all other conditions as mentioned, in the work order, specifications and all correspondence exchanged by or between the parties from the submission of tender till the award of work, both letter inclusive,(all of which are collectively hereinafter referred to as " the said conditions") the work described in the said specification and included in the tender at the rates therein set for in UCO Bank Work Order No..... dated .....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) Supply order letter no-..... dated .....
(b) R.F.P.(Request For Proposal) dated .....
(c) Corrigendum (if any) dated .....

GENERAL TERMS & CONDITIONS

34.Scope of work: Supply of "tamper proof" packets for packaging of pledged gold jewellery.

35. Duration of contract:- The agreement will be valid for one year from the date of its execution or from the date of 1st supply order . In case the performances of the Vendor are not found in consonance with the terms of this Agreement and if not rectified by Vendor, Bank may terminate the Agreement at its sole discretion by giving 30 days' notice in writing without assigning any reason(s)

UCO BANK

and without any cost(s) or compensation there for and also without prejudice to its right(s) and contention(s) available under the Agreement and any other law(s) for the time being in force.

36. Price and Taxes:

The price shall be firm and binding without any escalation through the contract period (Till conclusion of Work) .The prices (in Indian Rupees) must indicate All inclusive Price but excluding GST **.** GST will be paid extra by Bank at actual rate prevailing at that time.

(a)Additional Terms & Condition on GST are as follows:

(b) Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.

(c) The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN[2]. 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.

(d) 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.

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(e) Supplementary invoices/debit note/credit note for price revisions to enable UCO Bank to claim tax benefit on the same shall be issued by the 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 the vendor is 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):
……
……

37. **Terms of Payment :** Bank will not pay any advance. Final payment will be released against vendor's bill after satisfactory supply of the full ordered quantity, subject to compliance of terms of contract by the Vendor and statutory deductions will be made as per rule.

38. **INSURANCE:** Vendor agree to insure the work with third party liability, at their own cost in joint name of the Bank with 1st name being of 'UCO Bank', within 14 (Fourteen) days from the date of issue of this work order or handing over of site whichever is later and keep the same valid until virtual completion of the work, by an 'ALL RISK' insurance policy for full value of the contract. The insurance policy is to be submitted to us in original.

39. **INTEGRITY:** Each and Every bidder has to execute Integrity Pact as per Bank's format as per **Annexure-II** on Non-Judicial Stamp Paper of appropriate value and submit it with the Technical Bid.

40. **Security Deposit:-** M/s. …….. agrees to deposit Bank Guarantee of Rs.100000/-(interest free security deposit) and same shall act as a security deposit and either in case the vendor is unable to perform/deliver within the stipulated time or supply of packet is delayed inordinately beyond the acceptable level , the Bank reserve the right to forfeit the same. The Security deposit will remain with the Bank till successful completion of work.

7. LIQUIDATED DAMAGE: In case of fail to supply of the tamper proof packet within the stipulated period of time by fault of the successful vendors, liquidated damage @ 1% of the accepted contract sum for delay of each week or part thereof shall be recovered from successful vendors . The total of liquidated damage shall be subject to a maximum of 10% of the accepted contract value, accrual of which entitles us to rescind the contract.

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

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics

2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos

3. Terrorist attack, public unrest in work area

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

The whole or any part of the party's obligation under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If force majeure event continues beyond the period of three(3) months the parties shall hold consultation to resolve the problem satisfactorily.

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

10. Bidder is required to comply with and adhere to all Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc. Any license, if required for supplying the tamper proof packets, needs to be secured by the bidder. The bidder is solely responsible for any legal obligation related to this.

Change in law clause

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

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

a) Unnecessary or unwarranted delay in execution of the work allotted.

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b) The vendor violates any Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.

c) Breach of trust is noticed during any stage of the consultancy assignment.

d) The selected bidder commits a breach of any of the terms and conditions of the bid.

e)The selected bidder goes in to liquidation voluntarily or otherwise.

f) An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.

g) 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.

h) If there is any conflict of interest.

i) An attachment is levied or continues to be levied for a period of seven days upon effects of the contract.

j)If vendor fails to complete the assignment as per the time lines prescribed in the Purchase order/ Agreement and/or within the extension, if any allowed.

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

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

11. CONSEQUENCES OF TERMINATION:

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

Nothing herein shall restrict the right of UCO BANK to invoke the Performance Bank

Guarantee and other guarantees, securities furnished and pursue such other rights and/or remedies that may be available to UCO BANK under law or otherwise.
The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

12. Time of Completion: 45 days from the date of placing the order.

13.INDEMNITY BOND: Vendor agrees to submit Letter of Indemnity as per Bank's format as per **Annexure-III** and submit it with the Technical Bid.

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

15. Bank reserves its rights to modify (i.e. addition and reduction) the purchase order as per its requirement and the payment of such addition or reduction would be determined on pro rata basis or on mutual consent of the parties.

16. 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 Bidder will not make or allow making a public announcement or media release about any aspect of the contract unless BANK first gives the bidder its prior written consent.

17. Conflict of Interest

The vender 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.

18.Dispute resolution mechanism

(i) In case of dispute or difference of any kind whatsoever arise between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or differences by mutual consultation.

(ii) If after 30 days the parties fail to resolve their disputes or differences by such mutual consultation, then either the bank or the vendor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter of dispute. No arbitration in respect of this matter may be commenced unless such notice is given.

UCO BANK

(iii) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be settled in accordance with the Arbitration and Conciliation Act, 1996.
(iv) Arbitration proceedings shall be held at Bank's office i.e. Head Office that placed the order and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
(v) The process of arbitration shall be conducted by a sole Arbitrator appointed.
(vi) The sole arbitrator will be appointed by the bank.

19. 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 KOLKATA.

F. All other Terms & Conditions will remain 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 pre-bid 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 the stickiest of confidence shall be maintained in respect of such information.

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

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

Signed on behalf of the UCO Bank	Signature on behalf of the vendor
By its duly authorized Officer In presence of:	in presence of:
1) Signature……	1)Signature……
Name with address:	Name with address:
2) Signature……..	2) Signature……
Name with address	Name with address:

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ANNEXURE-G

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

1.Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 acting through its ..... Department, represented by General Manager / Dy. General Manager hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, services, etc.) hereinafter referred to as Stores and / or Services.
And
M/s_____ represented by_____ Chief Executive Officer, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

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

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract/s for supply / purchase / etc of _____ and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licensor who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).
In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. Commitments of the Buyer

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

(i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
(ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process,

provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.

(iii) The Buyer will exclude from the process all known prejudiced persons.

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

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

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

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

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

(iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

(iv) The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-bidder(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-bidder(s).

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

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

5.4 Agents / Agency Commission

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

6. Previous Transgression

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

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

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7. Company Code of Conduct

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

8. Sanctions for Violation

8.1 If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:
(i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
(ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
(iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
(iv) To encash EMD /security deposit/Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.
8.2 If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

9.1 If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.
9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the security deposit/ advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

10. Price Fall Clause

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

or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

11. Independent External Monitor(s)

11.1 The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).
11.2 As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.
11.3 The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.
11.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.
11.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.
11.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.
11.7 The word **"Monitor"** would include both singular and plural.

12. Law and Place of Jurisdiction

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

13. Other Legal Actions

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

14. Integrity Pact Duration.

14.1 This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
14.2 If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank .
14.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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15 Other Provisions

15.1 Changes and supplements need to be made in writing. Side agreements have not been made.
15.2 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.
15.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.
15.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.
16. This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.
17. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

18. The Parties here by sign this Integrity Pact at_____on _____ (Seller/Bidder) and _____on _____ (Buyer)

BUYER	BIDDER * /SELLER*
Signature:	Signature:
General Manager/Dy G M,	Authorized Signatory (*)
UCO Bank ,	
.....Division	
Place:	Place:
Date:	Date:
Witness 1:	Witness 2:
(Name & Address)	(Name & Address)

UCO BANK

Printing & Stationery Department
2, India Exchange Place, Kolkata-700 001

Annexure-H

Letter of Undertaking & Indemnity

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

To

UCO Bank

General Administration Department

Head Office

In consideration of UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani,Kolkata-700 001 (hereinafter Referred to as "the Bank" which expression shall include its successors and assigns) at our request and on the strength of our statements and representation contained letter dated …… agreeing to appoint us as vendor/ Bidder for supply of Tamper proof packets at 2 India Ex-change Place Building, at Kolkata, 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.

UCO BANK

2) We shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, notifications, orders framed or issued by any appropriate authorities.

3) Our obligations herein are independent, irrevocable, absolute and unconditional in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of the BANK or Indemnifier or any other circumstance whatsoever which might otherwise constitute a discharge or defense of an indemnifier.

4) In case we fail to pay the losses, damages and expenses as claimed and demanded by the Bank, Bank shall be entitled to recover the amount by invoking security deposit.

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

Dated, this…….day of ……20

……

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

……..

(Signature of the Authorized Signatory of Bank)

UCO BANK

Printing & Stationery Department
2, India Exchange Place, Kolkata-700 001

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

ANNEXURE-I

NON-DISCLOSURE AGREEMENT
(To be stamped as per the Stamp Law of the Respective State)

This Non-Disclosure Agreement is entered into on this ….day of ……., 2020.

BETWEEN

UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No. 10, BTM Sarani, Kolkata-700001 hereinafter referred to as "**the 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 FIRST PART/ DISCLOSING PARTY**

AND

…… (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**

(Each of Bank and the vendor is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

WHEREAS the Vendor/Receiving Party is inter alia engaged as vendors for end to end stationery management as per the terms and conditions specified in the RFP ref. no…….. Dated: …….. The Vendor/Receiving Party would be single point of contact for this project.

WHEREAS Bank/Disclosing Party is inter alia engaged in the business of Banking; and

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for consultant for Implementation of PRINT MANAGEMENT SOLUTION.

WHEREAS the Parties recognize that each other's business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary information would substantially injure a Party's business, impair a Party's investments and goodwill, and jeopardize a Party's relationship with a Party's clients and customers; and

WHEREAS in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

UCO BANK

NOW THEREFORE the Parties hereto, in consideration of the promises and other good and valuable consideration, agree such information shall be treated as follows:

1. Confidential Information. "Confidential Information" shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.

2. Use of Confidential Information. The Vendor/Receiving Party agrees not to use the Bank/Disclosing Party's confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.

3. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the "**Receiving Party**") shall, for contract period of eighteen (18) months from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use(except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

(a) restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and

(b) advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.

(c) use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

4. Exclusions. The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that:

(a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;

(b) is or becomes publicly known through no unauthorized act of the Receiving Party;

(c) is rightfully received from a third Party without restriction and without breach of this Agreement;

(d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;

(e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;

(f) is approved for release by written authorization of the Disclosing Party; or

(g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

5. Return of Confidential Information. All Confidential Information and copies and extracts of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

6. Ownership of Information. The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

7. No License Granted. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

8. Breach. In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within…….days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

9. Arbitration and Equitable Relief.

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(a) Arbitration. The Parties shall endeavor to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under from time to time. The arbitration shall be held in Kolkata. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.

(b) Equitable Remedies. The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/laches of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:

i) to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and
ii) to specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other security shall be required in obtaining such equitable relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

(c) Legal Expenses: If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

(d) Indemnification: The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.

10. Term. This Agreement may be terminated by either Party giving Thirty (30) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of 18 Months from the date of the last disclosure of Confidential Information made under this Agreement or till the period further extended by the Bank.

11. No Formal Business Obligations. This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of

either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

12. General Provisions.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of India.

(b) Severability. If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.

(c) Successors and Assigns. This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.

(d) Headings. All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

(e) Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

(f)Jurisdiction of Court: All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts of Kolkata only.

(g) Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and M/s ……

The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.

For and on behalf of	**For and on behalf of**
……	……
Signature: _____	Signature: _____
Name: _____	Name:_____
Designation:_____	Designation:_____
Date: _____	Date: _____

UCO BANK

Printing & Stationery Department
2, India Exchange Place, Kolkata-700 001

ANNEXURE-J

FORMAT FOR PERFORMANCE BANK GUARANTEE
(TO BE STAMPED AS AN AGREEMENT)

To
The Asst. General Manager (General Administration Deptt.), UCO Bank, Head Office

To:

The ……..

……

……

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970 as amended by The Banking Laws (Amendment) Act, 1985 , having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD),Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt M/s (Name of the VENDOR) a Private Individual/Proprietorship or Partnership Firm/ Company incorporated under the Companies Act, 1956/2013 having its office/registered office at (Address of the Vendor) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of UCO BANK's Letter of Intent bearing no. ….dated…… issued to the Vendor in pursuance of Request For Proposal no……..dated…… , as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Vendor of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs…… (Rupees…… Only).

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

2. We …… [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to

or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs……..

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

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

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

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

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

UCO BANK

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

Notwithstanding anything contained herein:

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

ii) This Bank Guarantee shall be valid up to ……and

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

……(date of expiry of Guarantee including claim period).

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

Yours' faithfully,

For and on behalf of

_____
__ Bank Authorised Official

UCO BANK

Printing & Stationery Department
2, India Exchange Place, Kolkata-700 001

ANNEXURE-K

AFFIDAVIT ON A NON JUDICIAL STAMP PAPER DULY NOTARIZED

(To be stamped as per Stamp Act prevailing at the centre of execution)

I,_____sole proprietor/partner/authorized signatory of

M/s._____public/private limited company, having its Registered office at.....(Full Address) do hereby solemnly affirm and declare as under:-

1. That our company/firm is not blacklisted by any Financial Institution in the similar type business

2. That our company/firm has never been convicted nor have any cases pending in the court of Law against any Bank/State Government/Central Government/Financial institution in the similar type of business.

3. That our company/firm has never defaulted in execution of any contract/order of Bank/Financial institution and has no suit for recovery ever filed by any banking organization against us for violation of terms and conditions.

4. I/We hereby declare that our company/firm_____is having unblemished past record and was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time.

5. That our company/firm has never returned any contract/order unexecuted in the similar type of contracts.

6. That no Bank/customer of our company/firm is dissatisfied with the machines/Services provided by us and our services are found to be satisfactory by all the Banks/Customers.

7. That we shall not be sub-contracting any work under the present tender, if we are selected as the successful bidder.

UCO BANK

(Signature of the Authorized Signatory/Proprietor/Managing Partner/Director with Seal)

DEPONENT

Verified at . . . .on .....that the contents of Paras 1 to 7 of this

Affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Authorized Signatory/Proprietor/Managing Partner/Director with Seal)

DEPONENT

(Signature & Seal of Notary)

UCO BANK