

ZOC/GAD/SEC/ 02 /2024-25

Dated: 03/05/2024



**Tender Notification For Replacement of old 11 KV OCB RMG by
new 11 KV Indoor type VCB RMG at Zonal Office Building at
328, Thambu Chetty Street, Parrys Corner, Chennai - 600001**

यूको बैंक, अंचल कार्यालय, द्वितीय तल, 328, तम्बू स्ट्रीट, चेन्नई- 600001

UCO BANK, ZONAL OFFICE, 2ND FLOOR, 328, THAMBU STREET, CHENNAI – 600001

दूरभाष Phone: 044: 43405572, फैक्स Fax: 044-43405575, ई-मेल E-mail: zo.chennai@ucobank.co.in

NOTICE INVITING TENDER (NIT)

UCO Bank, Zonal Office, Chennai hereby invites "Two-Bid System" on **Open Tender Basis** for award of contract for the following mentioned job at UCO Bank, Zonal Office, Chennai.

Tender documents have to be downloaded from our bank website

www.ucobank.com/Tenders

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| Tender No | Tender No. : ZOC/GAD/SEC/ 02 /2024-25 |
| Name of work | Replacement of Old 11 KV OCB RMG with 11 KV VCB (Vacuum circuit breaker) Supplying, testing, installation, commissioning and co-ordination with State Electrical Authorities at UCO Bank, Zonal Office Building, 328, Thambu Chetty Street, Opp. to Madras High Court, Parrys Corner, Chennai - 600001. |
| Open Tender Basis | Tender Documents to be downloaded from www.ucobank.com/Tenders |
| Two Bid System | Technical Bid & Price Bid to be separately sealed in two separate covers and both covers to be placed in another envelope superscribing <u>"Tender documents for replacement of old 11KV OCB RMG with 11KV VCB RMG at Zonal Office Building, 328, Thambu Chetty Street, Opp. to Madras High Court, Parrys Corner, Chennai - 600001."</u> |
| EMD | 1% Of the estimated value of purchase / work to be deposited in the form of DD. (DD should be in the name of UCO Bank, Payable at Chennai). |
| Security Deposit | 10% of the Work order value excluding GST. |
| Estimated value of works /Supplies | Rs. 20,23,700/- (Rupees Twenty Lakhs Twenty Three Thousand Seven Hundred Only) inclusive of GST @18%. |
| Legal Disputes | Any legal dispute shall be within the jurisdiction of court as mentioned below:- a. For disputes up to stage of LOA - The Court having geographical jurisdiction over the tendering location i.e. Chennai. b. For disputes during execution stage - The Court having geographical Jurisdiction over the respective State Office head quarter i.e. Chennai. |
| Last date of submission of Tender document. | 27 May 2024 (3:00 pm) Tenders received after the said time would be not be consider for evaluation. |
| Date of Opening of Bids | 28 May 2024 (4:00 pm) |
| Period of Contract | Entire job must be completed within 180 days from the date of work order/ handover whichever is earlier. |
| Expected commencement of the Works | From the placement of WO / handover whichever is earlier. |
| Validity of quoted rates | Offer shall be valid for 180 Days from date of opening of technical bid. In case of requirement, UCO Bank may seek further extension of the validity of the offer from the bidders. |
| Technical Bid | a) "Tenderer should have valid EA License issued by Electricity Board and also have qualified C License Holder and B License Holder for executing the work. |

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| | |
|---|---|
| | <p>b) Technical Bid should include valid GST registration, PAN, Audited financial statement consisting of financial turnover and profit & loss account for the past 5 years. Minimum turnover for last 03 financial years should be more than 50 Lakhs and he should not have incurred loss during the last three years out of 5 years in the past.</p> <p>c) Details of Similar Works carried out alongwith Work Completion Certificate / Agreements and all relevant documents of the previous works, Minimum 5 years experience in supply, installation, testing and commissioning of HT Electrical Works.”</p> <p>d) Tenderer should have after sales service unit in Chennai – Address and contact of the same to be given alongwith Technical Bid.</p> <p>e) The Tenderer should have executed installation of RMG unit in IT/PSB/PSU buildings i.e. supply, installation, testing and commissioning of RMG unit. One work costing not less than the amount equal to 80% of the present estimated cost under single agreement in Tamil Nadu during the last 3 years ending with 31.03.2024.</p> |
| General Instructions to Bidders | <ul style="list-style-type: none"> • Technical Bid & Price Bid to be separately sealed in two separate covers and both covers to be placed in another envelope superscribing “Tender documents for replacement of old 11KV OCB RMG with 11KV VCB RMG at Zonal Office Building at 328, Thambu Chetty Street, Opp. Madras High Court, Parrys Corner, Chennai – 600001. (TWO BID SYSTEM) • Price bid of ONLY those Tenderers who are technically qualified only would be considered for evaluation and selection of L1. |
| Authenticity of uploaded documents | <p>1. The responsibility of authenticity of the documents being submitted by the bidders in the tender shall be solely with the respective bidders. However, UCO Bank reserves the right of getting the document cross verified, at their discretion from the document issuing authority or with original. The bidder shall have to produce the original documents whenever asked by UCO Bank for verification purpose.</p> <p>2. In the event document / information submitted by the tenderer is found to be forged or incorrect, the tender will be rejected and / or the contract with such tenderer shall be terminated and EMD and / or SD submitted shall be forfeited. Such tenderer may also be put on Holiday List by UCO Bank.</p> <p>3. UCO Bank reserves the right to complete the evaluation based on the details furnished (without seeking any additional information) and /or in-house data, survey or otherwise.</p> |
| Valuation Criteria (in case of tie i.e. identical rates quoted by more than one party) | <p>1. In case of tie between two or more bidders at L-1 position, all the L-1 bidders shall be asked to submit discount bid in terms of percentage discount over previous quoted amount in a sealed envelope after taking the approval of the competent authority as per</p> |

| | |
|-----------------------|---|
| | <p>Bank policy.</p> <p>2. The sealed envelopes shall be opened jointly by one member from tendering group and one from Finance on the specified date. The bidders while seeking revised bids shall be advised to witness the opening of sealed envelopes.</p> <p>3. In case there is a tie again, the bidder with the highest turnover worked out to three decimal points in any of the last three years as submitted against Turnover criteria shall be considered as L1 bidder. If Annual Turnover (balance sheet/ P & L statement) is not furnished for any one of the last 3 financial years, then the same shall be treated as NIL for that particular year and the average turnover will be worked out accordingly.</p> <p>4. In the absence of response (non-receipt of revised bid/implication or request for extension of submission of revised bid), the bid will be treated as one with NIL additional discount.</p> |
| Contact person | <p>Chief Manager (GAD)/ UCO Bank Zonal Office, 2nd Floor, 328, Thambu Chetty Street, Near Parrys Corner, Chennai – 600001. Tele : 044 - 43405540 & 044 - 43405556.</p> |

(Zonal Manager)
Chennai Zonal Office,
UCO BANK, 2nd floor, 328,
Thambu Chetty Street,
Opp. Madras High Court,
Chennai - 600001

GENERAL INSTRUCTIONS TO BIDDERS

1. Tender Documents to be downloaded from www.ucobank.com/Tenders
2. Tender will not be available for purchase from any of our offices.
3. There is no Tender Fee.
4. Sealed Bids (Technical & Price Bids separately) to be submitted to our bank directly or through courier.
5. The tender document and supportive documents of tender should be submitted alongwith Bids to **General Administration Department, UCO Bank Zonal Office, 2nd Floor, 328, Thambu Chetty Street, Near Parrys Corner, Chennai – 600001. Tele : 044 - 43405540 & 044-43405556.**
6. UCO Bank reserves the right to accept or reject any tender or all Bidders without assigning any reason whatsoever and may or may not accept the lowest quotation at the sole discretion of the Bank.
7. **VALIDITY:** Bidders who are willing to accept our tender condition stated in this tender should only quote for this tender. Rates quoted would remain valid for 180 days from the date of opening of tender unless extended by mutual consent in writing. During the validity period, tenderer will not be allowed either to withdraw or revise his offer on his own. Once the tender is accepted and work awarded, the rates will be valid for the entire contractual period except the escalation clause as mentioned under special terms and conditions. Breach of this provision will entail forfeiture of the Earnest Money.
8. The bidder quoting for this tender may be of proprietor / registered companies or registered partnership firms.
9. Firms having Partners /Directors / Proprietor who has been convicted in criminal cases or blacklisted or facing following Actions by any of the PSU Bank.
 - i) Termination of Contract
 - ii) Withdrawal of LOI / Work Order, have been taken for malpractices while undertaking the job as defined under similar works under PQC.
10. Tenderer / Bidder should not be under liquidation, court receivership or similar proceedings.
11. Each bidder can submit only ONE bid. In case any bidder submits more than ONE bid as clarified below, then all the bids submitted by the bidder shall be rejected.
12. Clarification on biddings aspects:
 - (a) It is clarified that a person shall be deemed to have submitted more than one bid if a person bids in an individual or proprietorship format and/or in a partnership or association of persons format and/or in a Company format.
 - (b) A company shall for this purpose include any company registered under Indian Laws.
 - (c) A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
 - (d) A person shall be deemed to have bid in a Company format if, the person holds more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or is a Director of the Company which has

- submitted a bid, or holds more than 10% (ten percent) of voting share capital and/or is a Director of a holding Company which has submitted the bid.
- (e) The Vendors / Firms having common Director / Partners can be considered but vendors have to submit their quotation from any one of the Firm. The quotation of other firm, if submitted will be rejected.
13. Bids from consortiums shall not be accepted.
 14. UCO Bank reserves the right to accept or reject any tender or all Bidders without assigning any reason whatsoever and may or may not accept the lowest quotation at the sole discretion of the Bank.
 15. Near relatives of an employee responsible for award and execution of this contract in the Bank are **NOT PERMITTED** to quote. Bidder shall be obliged to intimate Bank the names of persons who are near relatives of any employee of Bank and who are working with the bidder in their employment or are subsequently employed by them. A retired employee of the Bank cannot bid within 2 years of his retirement without obtaining written permission from GM (HR), HO. A copy of such permission should be attached with the tender. Any violation of this condition, even if detected subsequent to the award of contract, would amount to breach of contract on bidder's part entitling the Bank to all rights and remedies available thereof.
 16. **Contract Period** - The contract period will be for 180 days from the date of work order or site handover whichever is earlier.. However, the Bank reserves the right to foreclose this contract at any time before the expiry of the period of the contract by giving the contractor one month's notice in writing without assigning any reason whatsoever without any compensation. The contract will be effective from the date of placement of the work order.
 17. Bidder should clearly state the constitution of their firm as specified in **Annexure of check list**.
 18. **HOW TO APPLY:**
All the required documents shall be submitted as per checklist.
All the enclosed tender documents shall form part of the Contract. The Bidder should study all the operations / local conditions of the location. Tenderer would be presumed to have acquainted them with working conditions existing at the location, before submission of tender.
 19. Non-submission of valid EMD shall entail disqualification unless exempted as per tender condition.
 20. Bidder is advised to refrain from submitting any false, forged documents during the entire tendering / later process, the penalty for which shall be termination of contract / holiday listing of Bidder at any stage and EMD or SD submitted shall be forfeited.
 21. During evaluation of price bids of the bidders participated in the tender, if it is found that any bidder is Blacklisted / holiday listed by Bank or PSU, then bid of such bidders will be outrightly rejected.
 22. Bidders having MSE registration for services covering the tendered item will be considered for qualifying under MSE category, but selection will be based as per tender evaluation. This document may be verified from the respective Website / Department / Issuing authority for the authenticity by Bank and invalid document may lead to disqualification of the bidder from the tender. The bidder's MSE registration should be valid on the closing date of this tender.

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23. The quality of works and timely execution is of paramount importance and under no circumstances these shall be allowed to be diluted.
 24. Bidder is also advised to go through the tender documents carefully and understand these completely before quoting.
 25. The estimated volumes are only directional and the successful bidders cannot claim it as their right. The quantities can increase or decrease at the sole discretion of UCO Bank. Payments will be made based on actuals.
 26. Price Bid is to be accept any party submitting through the blank page which is attached in this Annexure.
 27. Bidders have to quote in terms of percentage (%) in the price bid. No individual item wise quote is allowed.
 28. **Negotiations with the bidders will not be conducted as a matter of routine. However, Bank reserves the right to conduct negotiations.**
 29. **Pre- Bid Conference:**
 - i) Subsequent to opening of bids, UCO Bank will not entertain clarifications. Therefore, clarifications, if any, may be sought by the bidders during the pre-bid conference. Pre- bid conference is scheduled as given in Tender Schedule under Notice Inviting Tender (NIT).
 - ii) All intending Tenderers are requested to attend the pre-bid conference. This pre bid conference minutes issued will form part of the tender documents already issued.
 30. Single bid shall be opened on the due date and time.
 31. After scrutiny of the eligible Bidders who meet all technical requirements shall be notified regarding the date and time for opening the price bid.
 32. **Government Guidelines:**
UCO Bank will be at liberty to follow any guidelines issued by the PSU Bank.
 33. Bidder has to submit signed copy of IP Agreement during Tender submission (if applicable).
 34. **Security Deposit (SD) will be as per the SD clause under “Standard Tender Conditions” clause 3.0.”**
 35. **Negotiations:**
 - a) Negotiations will not be conducted with the bidders as a matter of routine. However, Bank reserves the right to conduct negotiations.
 - b) Negotiations, if any, will be conducted with L-1 Bidder(s).
 - c) Bank may offer the rate in writing to such bidders for their acceptance / response.
 - d) Any offer received from the bidder without being asked by the Bank shall be treated as unsolicited offer from bidder and same shall be rejected summarily.
Similarly, any offer received after due date and time stipulated by Bank, shall not be considered.
 - e) Only the proprietor of the firm OR the legally authorized representative of the firm may personally attend such negotiations, as commitments made and / or clarifications given during the negotiations will be binding on the Tenderer/s. He/ She should carry the necessary authorization to attend such negotiations and to hand over an authenticated copy of the same to the Banks’ representative/s participating in negotiations.
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37. The Bank reserves the right to:

- a) To reject any or all tenders either in full or in part without assigning any reason what so ever, and
- b) To engage additional contractors at any time without giving any notice whatsoever to the contractor/s already appointed against this tender.

(I) FORMAT OF TECHNICAL BID

| Sl. | Description | Remarks |
|-----|---|--|
| 1 | “Tenderer should have valid EA License issued by Electricity Board and also have qualified C License Holder and B License Holder for executing the work. | All relevant copies (self attested) to be enclosed |
| 2 | Technical Bid should include valid GST registration, PAN, Audited financial statement consisting of financial turnover and profit & loss account for the past 5 years. Minimum turnover for last 03 financial years should be more than 50 Lakhs and he should not have incurred loss during the last three years out of 5 years in the past. | All relevant copies (self attested) to be enclosed |
| 3 | Details of Similar Works carried out alongwith Work Completion Certificate / Agreements and all relevant documents of the previous works, Minimum 5 years experience in supply, installation, testing and commissioning of HT Electrical Works.” | All relevant copies (self attested) to be enclosed |
| 4 | Tenderer should have after sales service unit in Chennai – Address and contact of the same to be given alongwith Technical Bid. | All relevant copies (self attested) to be enclosed |
| 5 | The Tenderer should have executed installation of RMG unit in IT/PSB/PSU buildings i.e. supply, installation, testing and commissioning of RMG unit. One work costing not less than the amount equal to 80% of the present estimated cost under single agreement in Tamil Nadu during the last 3 years ending with 31.03.2024. | All relevant copies (self attested) to be enclosed |

The particulars furnished in the application, Technical bid- Annexure-B & documentary proofs submitted along with are true to the best of my/our knowledge & belief. I/we understand that if any of the particulars is found incorrect, even at a later stage, my/our empanelment will be cancelled & EMD can be forfeited. I/ we understand and accept the terms & conditions of the tender.

Date:

(Signature & Seal of bidder)

Name of Bidder

(II) TECHNICAL BID –OPENING

- a. This Tender is TWO BID system i.e. Technical Bid & Price bid. Technical bid will be opened on scheduled date and will be evaluated as per the terms and conditions of the tender. **Price Bids of those Tenderers who are technically qualified would only be opened for finalizing the L1**
- b. Bidders has to quote in plus or minus (+/-) percentage (%) of the estimated rates given in this tender.
- c. During evaluation of technical bids and opening of price bids of the bidders participated in the tender, if it is found that any bidder is Blacklisted / holiday listed by Bank or PSU, then bid of such bidders will be ignored & will not be further evaluated. The bidder will not be considered for issue of order even if the party is the lowest (L1) and BG/EMD made by the party shall be returned. In such situation next lowest shall be considered as L1.

(III) OTHER MANDATORY DOCUMENTS TO BE UPLOADED BY THE BIDDERS PARTICIPATING IN THE TENDER

| Sr. No. | Annexure No. | Description |
|---------|--------------|--|
| i. | PAN Card | Bidder should have valid PAN Number (self-attested copy of PAN card to be uploaded). PAN card should be in the name of Proprietor or the Firm participating in the tender. |
| ii. | Annexure-A | Undertaking: Undertaking duly signed and stamped on bidder's Letter Head as per Annexure-A |
| iii. | Annexure-B | Declaration by bidder regarding Blacklisting / holiday-listing as per Annexure-B duly signed. |
| iv. | Annexure-C | Particulars of bidder/ Firm's constitution as per Annexure-C |
| v. | Annexure-D | Undertaking of GST registration |
| vi. | Annexure-E | General Power of Attorney (POA) as per Annexure-E |
| vii. | Annexure-F | Purchase Agreement |
| viii. | Annexure-G | Format for giving consent & Bank Details |
| ix. | Annexure-H | Safety Declaration |

Note:

- i. Notwithstanding any other condition/ provision in the tender documents, in case of ambiguity or incomplete documents pertaining to other mandatory documents, bidders shall be given only one opportunity with a fixed deadline after bid opening to provide complete & unambiguous documents in support of meeting the criteria through e-portal. In case the bidder fails to submit any documents or

- submits incomplete documents within the given time, the bidders tender will be rejected.
- ii. After scrutiny of the Technical Bids, the eligible Bidders who meet all Technical requirements shall be notified regarding the date and time for opening the price bid.
 - iii. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will duly sign the Integrity Agreement (if applicable) which is an integral part of Tender Documents and submit the same, failing which the tender/bidder will stand disqualified from the tendering process and the bid of the tender would be summarily rejected.
 - iv. Authenticated means self-attested. In case at a later stage, during verification of Original of these self attested documents, any discrepancy is observed, the tender will be rejected. The person uploading the bid using his digital signature should have a Power of Attorney (POA) authorizing him to upload the bid in case of Partnership and Public / Private Limited firms. Copy of POA must be uploaded along with the bid.
 - v. Tenderers shall indemnify the Bank from any fraudulent declaration and consequences of the same.

(IV) CHECKLIST OF TECHNICAL SPECIFICATIONS

| Specification for Vacuum circuit Breaker and spares | | | Confirm (Yes/No) | | |
|---|--|--|-----------------------|-------------------------------|------------------------|
| 1 | Name of Material | Vacuum Circuit Breaker | | | |
| 2 | Make of Material | Anyone from 1. ABB 2. Megawin 3. System Contract 4. Schinder | | | |
| 3 | Type /Model | Suitable for existing 11 KV feeder | | | |
| S.No | Description | | Ratings | LBS (Loop In & Out) 2 Nos. | VCB (TEE OFF) 1 No. |
| 1 | Vacuum Circuit Breaker | | | | |
| 1.1 | 11kV, 630A, 25kA Horizontal Draw out/isolation VCB fitted with Manual/Motor operated spring charging mechanism with 230V AC motor and motor control switch, shunt trip coil of 110V DC, closing coil of 110V DC, Auxiliary Contact 6NO+6NC, Mechanical ON/OFF indicator, mechanical operation counter, Anti pumping feature, Automatic safety shutters and Push button | | 11 KV, 630A, 25KA | - | 1 No. |
| 1.2 | Power Pack | | 230V AC / 110V DC | - | 1 No. |
| 2 | Load Break Switch | | | | |
| 2.1 | 11kV 630A, 25kA, Air/Load break switch with Earth switch, with 2NO+2NC Aux. Contact, Spring charged mechanism Manually operated. | | 11kV, 630A, 25kA | 1 No. | - |
| 3 | Potential Transformer | | | | |
| 3.1 | Three Phase, Resin cast, Dry type, Drawout type Potential Transformer with one set of HTFS / LTFS of Ratio : | | (11kV/R3)/(110 kV/R3) | - | 1 No. |
| | Secondary 1: for Metering | | Cl - 0.2, 50VA | | |
| 4 | Current Transformer | | | | |
| 4.1 | Single Phase, Resin Cast, Dry Type Current Transformer of Ratio : | | **/5-5A | - | 3 Nos. |
| | Core 1: for Metering | | Cl - 0.2S,5VA | | |
| | Core 2: for Protection | | 5P20,15VA | | |
| 5 | Meters | | | | |
| 5.1 | Secure Make 96 sq.mm Digital Ammeter with Inbuilt Selector Switch Cl. 0.5 | | 5A,110V AC Aux | - | 1 No. |
| 5.2 | Secure Make 96 sq.mm Digital Voltmeter with Inbuilt Selector Switch Cl. 0.5 | | 110V AC | - | 1 No. |
| 5.3 | Cutout Provision for Digital Trivector Meter | | 5A,110V AC | - | Provision |

| | | | | |
|-----------|---|------------------------|--------|--------|
| | (L&T, Secure Make) | (PT) & 110V AC Aux. | | |
| 6 | Protection Relays | | - | |
| 6.1 | M 140C type, Numerical Non-directional IDMT combined 3 O/C+1 E/F relay with highset, Trip circuit Supervision and RS 485 port communication | 5A, 110V DC | - | 1 No. |
| 6.2 | Master trip Relay MVAJH 13 | 110V DC | - | 1 No. |
| 7 | Indication Lamps | | - | |
| 7.1 | VCB ON/OFF/Auto Trip/Spring Charge/Trip Circuit Healthy Indication Lamps LED Type | 110V DC | - | 1 Set. |
| 7.2 | R,Y,B Phase Indication Lamps | 110V AC | - | 1 Set |
| 8 | Control Switches | | - | |
| 8.1 | Breaker Control Switch (Close-Neutral-Trip) | 110V/25A | - | 1 No. |
| 8.2 | Test Terminal Block (Reputed Make) | | - | 1 No. |
| 9 | Bus Bars | | - | |
| 9.1 | Main Bus: 630 Amps Copper (50mm X 10mm X 1 RUN Cu.) Busbar with HT Sleeve insulation | 11kV, 630A, 25kA | 1 Set | 1 Set |
| 9.2 | Earth bus (50mm X 6mm X 1 RUN Cu.) | | 1 Set | 1 Set |
| 10 | Common for Switchgear | | | |
| 10.1 | Control Wiring | | 1 Set | 1 Set |
| 10.2 | Heater ON / OFF switch with filament type 200Watts space heater & thermostat , single phase switch with socket, Lamp for panel illumination with snap type door limit switch, Fuses / MCBs for AC / DC control. | | 1 Set | 1 Set |
| 11 | Surge Arrestor | 9kV 10kA | - | 1 set |
| 12 | Enclosure | | - | |
| 12.1 | MS Sheet steel enclosure & installation suitable for Indoor | IP4X | 1 Set | 1 Set |
| 13 | Termination | | | |
| 13.1 | Incoming (Excluding cable termination kits, lugs and glands) | | Bottom | Busbar |
| 13.2 | Outgoing (Excluding cable termination kits, lugs and glands) | | Busbar | Bottom |
| 14 | Others | | | |
| 14.1 | Mechanical ON/OFF Indication | | 1 Set | - |
| 14.2 | Manual Trip Push Button | | 1 Set | - |

(V) CHECKLIST OF DOCUMENTS TO BE SUBMITTED

(Declaration by Bidder in his/her letter head)

From:

M/s. _____

To,

UCO Bank,
Zonal Office,
Chennai.

Dear Sir,

Sub. : Procurement of 01 no. of 11KV Vacuum Circuit Breaker along with installation, testing, commissioning work including erection and buy back of existing VCB at UCO Bank, Zonal Office, Chennai.

TENDER NUMBER: UCO Bank/Zonal Office /Chennai2023-24/LT/XX

In response to your notice inviting tender for above, we confirm having carefully read, studied and understood various terms and conditions /documents downloaded with the tender and the same has been digitally signed for having read and accepted the same in to.

We are also confirming that the following documents as per the check list given below has been uploaded and requisite EMD has been paid to UCO Bank.

Write Y- For Document uploaded

Write N - For Document not uploaded

Write NA - For Document not applicable for uploading

(VI) CHECK LIST FOR SUBMISSION OF DOCUMENTS UPLOADED:

| Sl. | Description | Format | Yes/No/NA |
|-------|--|--------|-----------|
| i. | Bid security declaration in lieu of EMD | PDF | |
| ii. | Copies of Annual Report and Audited Balance sheets and Profit & Loss Account with complete schedules for the last three years preceding financial years ending Mar'2023. | PDF | |
| iii. | Copy of PAN card: Bidder should have PAN Number (self attested copy of PAN card to be uploaded). PAN card should be in the name of Proprietor or the Firm participating in the tender. | PDF | |
| iv. | Bidder should have valid PAN Number (self-attested copy of PAN card to be uploaded). PAN card should be in the name of Proprietor or the Firm participating in the tender. | PDF | |
| v. | Undertaking: Undertaking duly signed and stamped on bidder's Letter Head as per Annexure-A | PDF | |
| vi. | Declaration by bidder regarding Blacklisting / holiday-listing as per Annexure-B duly signed. | PDF | |
| vii. | Particulars of bidder/ Firm's constitution as per Annexure-C | PDF | |
| viii. | Undertaking of GST registration | PDF | |
| ix. | General Power of Attorney (POA) as per Annexure-E | PDF | |
| x. | Details of relationship (Part A , B & C) duly filled-in as per Annexure-F | PDF | |
| xi. | Purchase Agreement | PDF | |
| xii. | Format for giving consent & Bank Details | PDF | |
| xiii. | Safety Declaration | PDF | |

I am the competent person authorised to sign this Tender.

Signature: _____

Full Name: _____

(Signed as Proprietor/Partner/Director/POA*)

* Power of Attorney meeting the law of land. : Original POA holder to sign and not by any authorized representative.

Rubber Stamp:

Address:

(VII) - STANDARD TENDER CONDITIONS

Procurement of 01 no. of 11KV Vacuum Circuit Breaker along with installation, testing, commissioning work including erection, buyback of existing VCB at UCO Zonal Office, Chennai.

1.0 DEFINITIONS:

1.1. “OWNER”

The “OWNER” means UCO Bank, Zonal Office, Chennai.

1.2 “TENDERER”

Tenderer means the person, firm or company who submits an offer for the enquiry.

1.3 “EQUIPMENT / GOODS / MATERIALS”

“Equipments /Goods/ Materials shall mean any of the articles, materials, instruments, machinery, equipment, supplies, drawings, data and other property and all services including but not to design, delivery, installations, inspection, testing and commissioning specified or required as per the Purchase Order.

1.4 “INSPECTORS”

Inspectors deputed by Owner.

1.5 “VENDOR”/“CONTRACTOR”

Vendor / Contractor shall mean the person, firm or Bank on whom the Work Order is issued.

1.6 The term “UCO”, “UCO Bank” Zonal Office, Chennai.

2.0 EARNEST MONEY DEPOSIT (EMD): As per NIT

3.0 SECURITY DEPOSIT (SD):

3.1 The successful tenderer shall have to make payment against Security Deposit within stipulated period from the date of LOI.

5.2 Security Deposit amount shall be equivalent to 10 % of the value of the contract value excluding GST

5.3 Method of payment of the Security Deposit of the Vendor shall be in the Name of UCO Bank, Payable at Chennai.

5.4 The refund of security deposit: The security deposit will be released after 12 months from the date of receipt of equipment / material at site or on receipt of performance bank guarantee whichever is earlier.

5.5 Forfeiture of SD: All sums of compensation or other sums of money payable by the vendor may be deducted from SD. In the event of SD being reduced from the original quantum due to recoveries as aforesaid the vendor shall within 15 days of recoveries, make good deficiency in SD.

5.6 Tenderers are advised not to enclose unwanted and unasked for documents with the tender. Any such documents if received shall not be considered.

5.7 Upon submission of Security Deposit and execution of Agreement as per format specified, Order for supply of materials shall be released.

4.0 PRICES:

4.1 Tenderer should quote their lowest and firm price. Prices so quoted will remain firm till order is placed and thereafter until satisfactory completion of order. The price will not be subjected to escalation for any reason whatsoever except as per the escalation clause Mentioned under special terms and conditions (clause3).

- 4.2 Once the offer is accepted and agreement executed, the rates shall be valid till the completion of works in all respects and no escalation whatsoever will be entertained on any grounds except as mentioned separately.
- 4.3 Rates shall include cost towards the items mentioned in the price-bid. Cost also includes any documentation for the entire system including detailed drawings etc. No separate payment will be made for the same.
- 4.4 The quantities mentioned are indicative in nature and there is no firm commitment from UCO Bank. UCO Bank reserves its right to reduce or increase the quantities indicated during the contract period. The Bidder/contractor shall not be permitted to revise the rates quoted for such increase or decrease in the quantity. UCO Bank shall not be liable to pay damages/compensation for such increase/decrease.
- 4.5 It is in the clear understanding of the Bidder that the complete scope as defined or as may be required for the intended objective of this tender is included in the quoted price. No extra payment apart from the quoted price will be made in order to achieve the intended objectives. Reasons like, Bidder having not envisaged / considered a particular activity or element of cost required to be carried out for achieving the intended objective or some activity not specifically mentioned in the tender enquiry /tender but required to be carried out for achieving the intended objective, will not form basis for considering extra payments.
- 4.6 No extra payments other than the quoted rates will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed/required time schedules.
- 4.7 After finalization of tender, UCO Bank reserves the right to increase/decrease the work order quantity of any or all and delete any item at the time of confirmation of order.
- 4.8 Any other instrument/ equipment/ service, which are not explicitly mentioned above or in the price bid but deemed necessary for the successful operation of the system complete in all respects, shall be in vendor's scope.
- 5.0 **QUANTITY:**
- 5.1 The Bank reserves the right to increase /decrease the tendered quantity of any or every item and delete any item at any stage of work at the accepted rates. The contractor's claim for compensation or damage on account of these shall not be entertained.
- 5.2 Work Order quantities are estimated/projected quantities; however payment shall be made as per actual performance and certifications. The contractor is not entitled for any sort of compensation towards for lower quantity of job.
- 6.0 **CONFIRMATION OF ORDER:**
- 6.1 In the event of placement of order, the vendor shall acknowledge the receipt of the Work Order within 15 (fifteen) days from the date of Work Order and shall confirm his acceptance of Work Order in its entirety without exceptions. This acknowledgement will be on both Work Order and General Conditions. Vendor shall also submit along with order acceptance, the Security Deposit as specified as per Clause No.4
- 7.0 **PAYMENT:**
- 7.1 100% payment shall be released from respective Locations, based on satisfactory completion and certification by the concerned officers at the rates specified in the work order. The rates finalized will be firm for the entire contractual period and under all working conditions and the Contractor will not be entitled to any extra allowance during the currency of the contract except the escalation clause as mentioned under Special tender conditions.
- 7.2 Balance SD (in case of submission of SD as per 3.1(i) above) and other statutory deductions like WCT, Income tax TDS etc. will be made from the payments due.

- 7.3 Payment will be made within 45 days from the date of commissioning and submission of all relevant documents.
- 7.4 Payments are effected only through RTGS directly to the bank. Hence vendors have to update their banker details as per **Annexure-J** and submit the requisite format
- 8.0 **RECOVERY OF SUMS DUE:**
- 8.1 Wherever any claim against the vendor for payment of a sum of money arises out of or under the contract, Owner shall be entitled to recover such sums from any sum then due or which at any time thereafter may become due. In case this sum is not sufficient to cover the recoverable amount the vendor shall pay to the Owner on demand the balance remaining due.
- 9.0 **RISK PURCHASE:**
- 9.1 UCO Bank reserves the right to curtail or cancel the order either in full or part thereof if the vendor fails to comply with the contract agreement and other terms and conditions of the Work order.
- 9.2 If the performance of the contractor is found to be unsatisfactory, the Bank reserves the right to cancel in part or whole of the contract and get the same executed through alternate means at the entire risk and cost of the contractor on whom the order was first placed. In such cases, the contractor should make good all losses that the Bank may suffer due to this. This is without any prejudice to the rights of the Bank for foreclosure of the contract with one – month notice to the contractor.
- 9.3 In case the contractor abandons the work, the balance work will be carried out by any agency appointed by the Bank, at the entire risk and cost of the Contractor.
- 9.4 Any damage cost to the existing facilities while carrying out the work shall be made good by the contractor to the entire satisfaction of the Bank at his own risk and cost.
- 10.0 **NON-WAIVER:**
- 10.1 Failure of the Owner / Owner's representative to insist upon any of the terms and conditions incorporated in the Work Order or failure or delay to exercise any rights remedies herein or by law or failure to properly notify vendor in the event of breach, or the acceptance of, or payment of any goods hereunder or approval of design shall not release the vendor and shall not be deemed a waiver of any right of the Owner or Owner's representative to insist upon the strict performance thereof or of any of his or their rights or remedies as to any such goods regardless of when goods are shipped, received or accepted or shall any purported oral modification or revision of the order by Owner's representative act as waiver of the terms thereof.
- 11.0 **NO ASSIGNMENT:**
- 11.1 In the event of placement of Work Order the same shall not be assigned to any other agency by the vendor without obtaining prior written consent of Owner.
- 12.0 **COMPLETE AGREEMENT:**
- 12.1 In the event of placement of order the terms and conditions of Work Order constitute entire agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by an authorized representative of the Owner and the Vendor.
- 12.2 The successful tenderer shall have to conclude a Contract Agreement with UCO bank on stamped paper in the prescribed proforma.
- 13.0 **CANCELLATION:**
- 13.1 We reserve the right to cancel the contract forthwith upon or any time after the happening of any of the following events viz.
- a) If the Tenderer shall commit a breach of any of the terms and conditions of Tender

and fail to remedy such breach within fifteen days of the receipt of the written notice from us in regard thereto.

- b) On the death or adjudication as insolvent of the tenderer if he be an individual.
- c) Liquidation whether voluntarily or otherwise on the passing of an effective resolution for winding up the Tenderer if it be a company.
- d) If the attachment is levied or continued to be levied for a period of seven days upon the effects of the Tenderer or of any individual or partners of the tenderer firm.
- e) If the Tenderer does not adhere to the instructions which may be issued from time to time by us in connection with the manufacture of the material our right to so terminate the contract shall be without prejudice to any of our other rights & remedies against the tenderer and in the event of our so terminating the contract, we shall not be liable to pay for any loss or compensation in respect of such termination.

14.0 LIMITATION OF LIABILITY CLAUSE:

The maximum liability shall be limited to 100% of the contract value except in case of risk & cost award, fraud and/or willful negligence. The vendor shall not be liable for consequential losses on account of production revenue or profit.

15.0 AGREEMENT:

15.1 Successful bidder would be required, before undertaking the contract, to execute our standard agreement within 15 days from the date of offer letter failing which EMD is liable to be forfeited and the offer shall be withdrawn.

15.2 One specimen set of Agreement Forms are enclosed with these tender documents. Bidders are advised to carefully scrutinize the same before submitting their tender. One set duly signed by the bidder on all pages over the official seal should be submitted with the Work Order, in token of acceptance of the terms and conditions thereof.

15.3 When the person signing the tender is not the sole proprietor, necessary Power of Attorney authorizing the signatory to act on behalf of the proprietor/firm should be produced before signing the agreement and an authenticated copy of the Power of Attorney should be submitted for the Bank record.

15.4 All the terms & conditions stipulated in the Notice inviting Tender, tender document, all tender related correspondence etc shall form part of contract.

15.5 Failure to execute agreement and/or furnish required security deposit within prescribed time may render the bidder liable for forfeiture of Earnest Money Deposit and withdrawal of offer without further notice and also without prejudice to the rights of the Bank to recover damages under law.

16.0 INVALID / REJECTION OF OFFER / TENDER:

I. Tender is invalid and may be summarily rejected in case:

- a) Tender is submitted after due date and time;
- b) Tender does not confirm to the PQ terms and conditions prescribed in the tender documents and failed to upload all required PQ related documents within the stipulated time as the case may be.
- c) d) Non-Submission of Earnest Money deposit as per the Terms & Conditions;
- d) Tenderer does not submit acceptable instruments towards EMD along with Technical/Commercial Bid.
- e) The tenderer is on Holiday List or black-listed;

II. Tender is also liable for rejection, if the Tenderer:

- a) Stipulates the validity period less than what is stated in the Tender Form/Conditions;
- b) Stipulates own conditions;

- c) Does not disclose the constitution of the firm with the full names and addresses of all his partners/directors;
- d) Does not fill in and digitally signed the tender documents / forms.
- e) Does not produce the statutory licenses, PF/ESI registration (if applicable) and/or Income Tax Assessment Order/ Return Copies and/or any documents as per the \ requirement of the Tender Conditions.
- f) Does not accept / signed / submit the Integrity Agreement. (if the same is attached with tender documents)
- g) Unsolicited/ conditional discounts if offered by any party will not be considered and parties offering Such unsolicited discounts are liable to be rejected.
- h) Any terms and conditions attached / printed overleaf of the vendors offers will not be binding on UCO BANK. Tenders with counter conditions will be rejected.

17.0 ARBITRATION:

Any dispute or difference arising under or in connection with this contract shall be referred to a Sole Arbitrator as per the provisions of the Indian Arbitration and Conciliation Act 1996 as amended vide Arbitration & Conciliation (Amendment) Ordinance 2015 dated 23.10.2015.

The parties hereby agree that the court in city of Chennai (respective state office HQ) alone shall have jurisdiction to entertain any application or any award/s made by the Sole Arbitrator or other proceedings in respect of anything arising under this Agreement

18.0 POWERS:

All powers reserved under the above conditions shall be exercised by the UCO Bank Officials.

19.0 GENERAL:

- 19.1** Once the Bank supplied items are handed over to the contractor, the safety and security of the same is the responsibility of the contractor.
- 19.2** Bank shall not be responsible for the safety & security of Contractor's materials and equipments.
- 19.3** As the Work is to be done inside and outside of the Bank the contractor shall have to observe all local rules for safety/security, gate passes etc., as advised by the Location In charge.
- 19.4** It shall be understood that every endeavor has been made to avoid error which can materially affect the basis of tender and the successful tenderer shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof. No advantage is to be taken either by the Bank or the tenderer of any clerical error or mistake which may occur in the general specification, schedules, plans or Tender Forms supplied to the tenderer.
- 19.5** Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause, which is beneficial to the Bank will be considered applicable at the time of any dispute.

(VIII). SPECIAL CLAUSES ON TAXATION:

The following clauses are relevant for subject tender under GST Law:

| Clause No. | Description |
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| | DEFINITIONS |
| 1 | Contractual period / Work Completion Period /Contractual Delivery Date / Contractual Completion Period shall mean the Scheduled Delivery / Completion Period as mentioned in the LOA (Letter of Acceptance) or Purchase Order or Work Order and shall also include approved extensions, if any. |
| | GENERAL |
| 1 | Where any portion of the GCC/any other section of tender, is repugnant to or at variance with any provision of the Standard Taxation Condition (STC), then the provision of the STC shall be deemed to override the provisions of the GCC and shall, to the extent of such repugnance or variations, prevail. |
| 2 | For the purpose of this STC, the term “tax” in addition to tax imposed under CGST (Central Tax)/SGST (State Tax)/IGST (Integrated Tax) / UTGST (Union Territory Tax)/ GST Compensation cess Acts, also includes any duties, cess or statutory levies levied by central or state authorities. |
| 3 | Rate variation in Taxes and any new promulgated taxes after last date of the submission of price bid only on the final product and /or services (applicable to invoices raised on UCO Bank) within the contractual delivery date /period (including extension approved if any) shall be on UCO Bank’s Account against submission of documentary evidence. Further , in case of delay in delivery of goods and/or services, any upward rate variation in Taxes and any new promulgated taxes imposed after the contractual delivery date shall be to the Seller’s / Contractor’s Account. Similarly in case of any reduction in the rate(s) of the Taxes between last date of submission of price bid relevant to the Contract and the date of execution of activities under the contract, the Contractor shall pass on the benefit of such reduction to UCO Bank with the view that UCO Bank shall pay reduced duty /Tax to Govt. |
| 4 | Wherever any escalation / de-escalation linked to raw material price (Basic price excluding taxes) is allowed as per terms of the contract, Variation to the extent related to escalation / de escalation of value of material shall be allowed without Tax unless specified otherwise. |
| | It would be the responsibility of the contractor to get the registration with the respective Tax authorities. Any taxes being charged by the Contractors would be claimed by issuing proper TAX Invoice indicating details /elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid registration number(s) along with UCO BANK’s registration number as applicable for particular supply on all invoices raised on UCO Bank. |

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UCO BANK, ZONAL OFFICE, 2ND FLOOR, 328, THAMBU STREET, CHENNAI – 600001

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| | <p>Contractor to provide the GSTIN number from where the supply is proposed to be under taken. Further the HSN Code / Service Accounting Code (SAC) as applicable for the subject tender needs to be provided in the columns provided in the technical bid.</p> <p>In case the contractor is opting for Composition scheme under the GST laws (i.e Section 10 of the CGST Act, 2017 and similar provisions under the respective State / UT law), the contractor should confirm the same. Further the contractor to confirm the issuance of Bill of Supply while submission of tender documents and no GST will be charged on UCO Bank.</p> <p>In case the contractor is falling under Unregistered category, the contractor should confirm the same.</p> |
| 6 | <p>The contractor would be liable to reimburse or make good of any loss / claim by UCO Bank towards tax credit rejected /disallowed by any tax authorities due to non deposit of taxes or non updation of the data in GSTIN network or non filling of returns or non compliance of tax laws by the Contractor by issuance of suitable credit note to UCO Bank. In case, contractor does not issues credit note to UCO Bank, UCO Bank would be constrained to recover the amount including interest payable Along with Statutory levy/Tax, if any, payable on such recovery.</p> |
| 7 | <p>Tax element on any Debit Note / Supplementary invoice, raised by the contractor will be reimbursed by UCO Bank as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Contractors to ensure that such debit Notes are uploaded while filing the Statutory returns as may be prescribed from time to time.</p> |
| 8 | <p>The contractor will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the Contractor shall avail and pass on benefits of all exemptions / concessions / benefits / waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and / or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by UCO Bank.</p> |
| 9 | <p>In case, UCO Bank's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e. payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the contractor is liable to make good the loss suffered by UCO Bank by issuance of suitable credit note to UCO Bank. In case, contractor does not issue credit note to UCO Bank, UCO Bank would be constrained to recover the amount including interest payable along with Statutory levy, if any, payable on such recovery.</p> |
| 10 | <p>In case the contractor is opting for Composition scheme under the GST laws, in such event the evaluation of his bid will be based on the Quoted Price.</p> <p>In case the contractor is falling under Unregistered category, then GST liability, if any, on UCO Bank will be included for the purpose of evaluation.</p> |
| 11 | <p>In case, UCO Bank is eligible to avail Input TAX Credit (ITC), the same shall be reduced from the delivered price to arrive at the net landed cost.</p> |

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| 12 | UCO Bank shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 31 of the CGST Act and respective states and Rules. |
| 13 | To enable UCO Bank to avail ITC, the contractor / supplier shall furnish / submit any and all certificates, documents and declarations as are required by UCO Bank to avail of the ITC with respect to GST reimbursed by UCO Bank on materials sold to UCO Bank. |
| 14 | Invoice should be raised as per Tax Rates mentioned in the BIDs and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per BID subject to increase /decrease in Rates after last date of submission of Price Bid provided delivery is within the Contractual period. |
| | (ii) Bill of lading/Airway Bill (iii) Package wise packing list (iv) Certificate of origin and other relevant documents relating to the Identification of the materials. (v) Other relevant documents for the assessment of customs duties and the clearance of goods through Customs. |
| 15.6 | UCO Bank will not bear liability towards payment of safeguard duty, Anti Dumping duty, Protective duty or Countervailing Duty on subsidized articles or any other such duties of Customs imposed by the Government of India under Custom Tariff Act 1975 applicable on such materials in India. |
| 15.7 | All other costs towards Port and Customs Clearance shall be the contractor's responsibility including appointment and payment to clearing gents and no reimbursement will be made by UCO Bank except as quoted in the price bid. |
| 15.8 | The contractor shall provide UCO Bank with all documents necessary for UCO Bank to claim Input Tax credit (ITC) of the IGST levied under Section 3 of the Custom Tariff Act. Should the contractor fail to provide any such document(s) resulting in a shortfall in the ITC available to UCO Bank, the shortfall shall be made good by the contractor by issuance of suitable credit note to UCO Bank. In case the contractor does not issue credit note to UCO Bank, in such case, UCO Bank would be constrained to recover the amount along with interest and statutory levy, if any, and such recovery would be without prejudice to any other mode of recovery from the Running Account or other bills or payments to the Contractor. |
| 15.9 | The input tax credit available to UCO Bank will be reduced to arrive at the net Landed cost in the hand of UCO Bank for evaluating the Bids. |
| 15.10 | In case the bidder is availing any exemption under the prevailing customs law, then necessary documentary proof for availing the said exemption is required to be submitted. In the event of on submission of the requisite documents as per the conditions for availing the exemption by the successful bidder, then the additional outflow on account of various taxes and duties will be recovered from the bidder. |
| 15.11 | The Tariff Head under which the goods will fall should be clearly mentioned along with the Custom Duty Rate at the time of submission of Bid. |
| | Obligation for proper utilization of road permits for the specific supply and |

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| | in case of seizure of goods/vehicle; the Contractor will be wholly responsible for release and reimburse the litigation cost to UCO Bank. |
| 16.2 | UCO Bank shall on no account be responsible for delay or hold up due to the timely non availability of such documents as are required to be furnished by the owner to obtain the Road Permit/Way bill, by whatever name it is called. However, UCO Bank shall make best efforts to provide sufficient number of Road Permits / way bill, by whatever name it is called. on demand to avoid any delay or Hold up. |
| 17 | Works Contract / Composite Supply / Mixed Supply |
| 17.1 | <p>Works contracts as defined under the GST law includes Contracts for Building, Construction, Fabrication, Completion, Erection, Installation, Fitting out, Improvement, Modification, Repair, Maintenance, Renovation, Alteration or Commissioning of any immovable property wherein transfer of goods is involved in the execution of such contracts.</p> <p>Composite Supply has been defined as supply in which two or more supply of goods or service or both or any combination are naturally bundled and supplied in conjunction with each other in the ordinary course of Business, and then the rate as applicable for principal supply will be applicable on the entire transaction.</p> <p>Mixed supply has been defined as supplies of goods or service or both which are made in conjunction with each other for a single price and which does not constitute a composite supply then the rate as applicable for the highest rate will be applicable.</p> <p>In view of the above various definitions under GST law, bidders are required to evaluate the jobs to be undertaken covered under the tender and quote accordingly by taking in to account the nature of Job read with the legal provision.</p> |
| 17.2 | The place of supply in relation to an immovable property shall be the location at which the immovable property is located or intended to be located. Hence the bidders have to seek registration at the locations where the work is intended to be carried out. |
| 17.3 | In case, UCO Bank is eligible to avail Input TAX Credit (ITC), the same shall be reduced from the delivered price to arrive at the net landed cost. UCO Bank shall reimburse GST levied as per TAX invoice issued by the Contractor as prescribed under respective GST Acts and Rules. In case the contractor is not permitted to issue Tax Invoice the same should be clearly mentioned in the price Bid. |
| 17.4 | To enable UCO Bank to avail ITC, the contractor / supplier shall furnish / submit any and all certificates, documents and declarations as are required by UCO Bank to avail of the ITC with respect to VAT reimbursed by UCO Bank on materials sold to UCO Bank. |
| 17.5 | Invoice should be raised as per Tax Rates mentioned in the BIDs and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per BID |

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| | subject to increase /decrease in Rates after last date of submission of Price Bid provided delivery is within the Contractual period. |
| 18.0 | TDS |
| 18.1 | Wherever provisions of Tax deduction at Source (TDS) are applicable under the CGST / SGST / UTGST/IGST Act, 2017 on supplies of goods or services or both to UCO Bank, tax will be deducted from the invoice raised and deposited with the authorities by UCO Bank. TDS certificate as per provisions of CGST / SGST / UTGST/IGST Act, 2017 shall be issued by UCO Bank. |

UCO BANK, ZONAL OFFICE, CHENNAI.

(IX) SPECIAL TENDER CONDITIONS
SPECIAL TERMS AND CONDITIONS OF CONTRACT

1. DEFINITIONS
2. GENERAL
3. REFERENCE FOR DOCUMENTATION
4. CONFIRMATION OF ORDER
5. PATENTS AND ROYALTIES
6. SALES CONDITIONS
7. COMPLETE AGREEMENT
8. SCOPE OF SUPPLY
9. ERECTION AND COMMISSIONING
10. INSPECTION
11. SPECIFICATIONS
12. PRICE
13. PRICE BASIS
14. DELIVERY SCHEDULE
15. RESPECT FOR DELIVERY DATES & PRICE DISCOUNT
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19. DESCRIPTION OF GOODS
20. INSPECTION, CHECKING AND TESTING.
21. EXPEDITING
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26. PAYMENT TERMS
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28. RISK PURCHASE
29. QUANTITY
30. NON WAIVER
31. NON ASSIGNMENT
32. VENDOR'S DRAWINGS AND DATA REQUIREMENT
33. TECHNICAL INFORMATION
34. SERVICE OF VENDOR'S PERSONNEL
35. CANCELLATION
36. ARBITRATION
37. RECOVERY OF SUMS DUE
38. NEW AND UNUSED MATERIAL
39. REJECTION REMOVAL OF REJECTED GOODS AND REPLACEMENT
40. COMMISSIONING/AFTER SALES SERVICE DURING GUARANTEE PERIOD
41. AGREEMENT
42. BANKERS
43. ORIGIN OF GOODS
44. IMPORT LICENCE
45. OTHER POINTS
46. CORRESPONDENCE

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| 1. | DEFINITIONS: |
| 1.1 | The following expressions used in the order shall have meaning indicated against each of these : |
| | The “Owner” means UCO Bank, Zonal Office, Chennai. |
| | ‘Goods/materials’ Goods and materials shall mean any of the articles, materials, machinery, equipment supplies data and their drawings, property and all services including but not limited to design, delivery, inspection of specified components required to complete the Order. |
| | “Vendor”: Vendor shall mean the Person, Firm or Bank to whom the Purchase Order will be issued. |
| | “Inspectors”: Third Party Inspection Agency / Nominated Engineer of Owner. |
| 2. | GENERAL: |
| 2.1.1 | These Special Terms and Conditions of Contract shall be read in conjunction with Particular conditions of the contract, Job specifications, Data Sheets, Drawings and other documents forming part of this Contract wherever the context so requires. |
| 2.2 | Whether called for specially or not, all accessories required for normal operation of subject equipment are deemed to be considered as a part of Vendor's scope of supply. |
| 3. | REFERENCE FOR DOCUMENTATION: |
| | "Purchase Order number" must appear on correspondence, drawings, invoices, shipping notes, packing and on any documents or papers connected with the order. |
| 4. | CONFIRMATION OF ORDER: |
| 4.1 | The Vendor shall acknowledge the receipt of the Purchase order within 07 days following the mailing of the order and shall there by confirm his acceptance of the Purchase Order in its entirety without exceptions by returning duplicate copy of both Purchase Order and agreement duly signed and stamped in token of their acceptance. This acknowledgement will be on both Purchase Order and Terms and Conditions of Contract. |
| 5. | PATENTS AND ROYALTIES: |
| | On acceptance of the Order, the Vendor will be deemed to have entirely indemnified the Bank's Representative from any legal action or claims regarding compensation for breach of patent rights which the Vendor deems necessary to apply for manufacturing the ordered equipment and/or materials or which can in any way be connected with the manufacture. |
| 6 | SALES CONDITIONS |
| | With Vendor's acceptance of provisions of Purchase Order he waives and considers as cancelled any of his general sales conditions. |
| 7 | COMPLETE AGREEMENT: |
| | The terms and conditions of the Purchase Order constitute the entire agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by an authorized representative of the Bank and the Vendor. |
| 8 | SCOPE OF SUPPLY: |
| | Scope of supply shall be as per the details given under the head “Scope of Work” in |

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| | this tender document. |
| 9 | ERECTION AND COMMISSIONING: |
| | Erection and commissioning has to be carried out by the party. |
| 10 | INSPECTION: |
| 10.1 | UCO BANK may also send their officials for inspection during the manufacturing stage till dispatch of equipment / materials. |
| 10.2 | All Shipping/ Dispatch documents shall be accompanied by a certificate issued by the inspector indicating the tests conducted with results thereof as required under the relevant specifications and also certifying that the materials conform to the specifications as indicated in the Tender. All documents and certificates shall be in English language. |
| 11 | SPECIFICATIONS: |
| | All equipment/ materials offered should be equivalent to or better than our specification/ IS Standards and Data Sheets attached hereto. |
| 12 | PRICE: |
| | Unless otherwise agreed to in the terms of the Purchase Order, the price shall be firm and not subject to escalation for any reason whatsoever even though it might be necessary for the order execution to take longer than the delivery period specified in the order. |
| 13 | PRICE BASIS |
| 13.1 | The rates quoted in the SOR shall be inclusive of all Statutory & Non-Statutory Outgoings like GST, Packing & Forwarding, Transit Insurance, Freights for door delivery of materials at site. The quoted rate shall be final landing price inclusive of all outgoings and the same shall not be subjected to any change for increase / decrease and/or addition / deletion of any Statutory Levies imposed by Government till completion of the contract. |
| 13.2 | Turnover Tax, if any, will be borne by the Vendor. |
| 13.3 | All the prices shall be firm and not subject to any variation whatsoever till complete execution of order. |
| 13.4 | The quoted rates must be inclusive of supply of all design drawings, materials, labour, equipment, lifts, etc. as may be required in connection with the completion of supply to the entire satisfaction of the Bank, as stipulated in the specifications and terms and conditions of this Tender. All the materials are to be supplied by the Vendor unless otherwise stated. |
| 14 | DELIVERY SCHEDULE: |
| 14.1 | The Vacuum circuit breaker has to be supplied, erected and commissioned within 75 days from the date of work order or site handover whichever is earlier. |
| 14.2 | The time for delivery stipulated shall be deemed to be the essence of the contract and if there is failure on the part of the Vendor, the Bank shall be entitled to withhold payment if necessary, until the quantity against the order has been supplied and also to recover from the Vendor, such price adjustment as stipulated. |
| 15 | RESPECT FOR DELIVERY DATES AND PRICE DISCOUNT: |
| 15.1 | The time and date of Delivery of Material(s) as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s). |
| 15.2 | If any delay is anticipated by the Vendor in the delivery of the Material(s) or any of |

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| | them beyond the stipulated date(s) of Delivery, the Vendor shall forthwith inform UCO BANK in writing of such anticipated delay and of the steps being taken by the Vendor to remove or reduce the anticipated delay, and shall promptly keep UCO BANK informed of all subsequent developments. |
| 15.3 | If any Material(s) is/ are not delivered within the Delivery date(s) stipulated in respect thereof, UCO BANK shall be entitled to a discount by way of price adjustment in a sum equivalent to 0.5% (half a percent) of the price of such Material(s) per week or part thereof that the Material(s) remain(s) undelivered beyond the stipulated delivery period in respect thereof, subject to a maximum discount of 10% (Ten percent) of the Total Contract Value. Such discount shall be given by the Vendor by equivalent reduction in the invoice value before presentation of documents to the UCO BANK for payment. Should the Vendor fail to deliver the Material(s) or to make such adjustment, the discount may be recovered by any other means. |
| 15.4 | Without prejudice to its rights under Clause 15.3 hereof and to entitlement to discount(s) accrued in terms thereof and in addition thereto, UCO BANK may at any time after the expiry of the stipulated date(s) of Delivery in respect of any Material(s), at its discretion terminate in whole or part the Contract in respect of the undelivered Material(s) or any of them and either purchase such Material(s) from any other available source at the risks and costs of the Vendor and recover from the Vendor any additional cost incurred by it on such purchase or recover from the Vendor without such purchase the difference between the market and contract price of such Material(s) on the date of termination of Contract relative thereto. |
| 15.5 | The Bank reserves the right of cancelling the Purchase Order for any delay exceeding the period of maximum compensation and the Vendor shall be liable to all consequences thereof. If the delay in delivery is due to Force Majeure the Bank shall be free to act in terms under Clause #16 of this text. Acceptance of Goods beyond the scheduled delivery period will not be construed as delay condonation. |
| 16 | FORCE MAJEURE CONDITIONS: |
| | Delivery of the equipment is subject to Force Majeure conditions as under: |
| | If at any time during the continuance of this contract the performance in whole or part by either party of any obligation under this Contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine, restrictions, strikes, lockouts or acts of God (herein after referred as "events"), provided notice of the happening of any such events is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such events have come to an end or ceased to exist, and decision of UCO Bank. to whether the deliveries have been so resumed or not, shall be final and conclusive provided further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for period exceeding 60 days, either party may at its option terminate the agreement. |

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| 17 | WARANTEE: |
| 17.1 | All materials including components and sub contracted items should be warranted by the Vendor within the warranty period mentioned below. In the event of any defect in the material or workmanship manifesting themselves, the Vendor will replace / repair the material at UCO BANK concerned locations at Vendor's cost and risk on due notice, failing which the rejected equipment will be sent to the Vendor on Freight To Pay basis for free replacement. |
| 17.2 | Material after rectification of defects will be dispatched by the Vendor on 'Freight Paid' basis. Alternatively, UCO BANK reserves the right to have the equipment repaired / replaced at the locations concerned at the Vendor's risk, cost and responsibility. |
| 18 | WARRANTY: |
| 18.1 | 12 Months from the date of commissioning during which time the vendor is bound by the warrantee given above in Clause #17. |
| 19 | The above Guarantee/ Warranty will be without prejudice to the Certificate of Inspection by third party inspection agency or Goods Receipt Note (GRN) issued by the Site-in-Charge in respect of the material. |
| | Description of goods: |
| | The description of the goods in the invoice and shipping/dispatch documents shall be identical to the description of material in the Purchase Order. |
| 20 | INSPECTION, CHECKING AND TESTING: |
| 21.1 | UCO BANK may, at their own discretion, also send their own officials any time during contractual period for stage inspection, final inspection, pre-dispatch Inspection. |
| 21.2 | All materials shall be dispatched only on certification and final clearance by UCO BANK. |
| 21.3 | The above inspection will be without prejudice to the guarantee/warranty. |
| 21.4 | The above inspection will be without prejudice to the guarantee / warranty. |
| 21.5 | All tests, mechanical and others and particularly those required by relevant codes will be performed at the Vendor's expenses and in accordance with UCO BANK instructions. The vendor will also bear the expenses concerning preparation and rendering of tests required by statutory testing agencies as may be required. |
| 21.6 | The test reports of manufacturers for bought out items shall be submitted. All the bought out items shall be of reputed make or as specified in the datasheets. |
| 22. | EXPEDITING: |
| | In case Bank representative have been assigned to expedite both manufacturing and shipment of materials covered by the Purchase Order, the representative shall have free access to vendor's shop/sub suppliers shop at any time and they shall be provided all the necessary assistance and information to help them perform their job. |
| 23. | WEIGHTS & MEASUREMENTS: |
| | The shipping documents, invoices, packing lists and all other relevant documents shall contain the same units of weights and measurements as given in the Bank's Purchase Order. |

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| 24. | PACKING AND MARKING: |
| 24.1 | All equipment / materials shall be suitably packed, if required, in weather proof, under tropical conditions and for rail or road or other appropriate transport in India. The packing shall be strong and efficient enough to ensure safe perseverance up to the final point of destination. |
| 24.2 | Equipment/materials shall be protected by suitable coat of paint and all bright parts protected from rust by application of rust preventive as may be necessary. All machinery surfaces shall be suitably protected. |
| 24.3 | All nozzle holes and openings also delicate surfaces shall be carefully protected against damage and bad weather. Flange faces of the nozzle shall be protected by blanks. All manufactured surfaces shall be painted with rust proof paint. |
| 24.4 | All threaded fittings shall be greased and provided with plastic cap. All small pieces shall be packed in cases. |
| 24.5 | The vendor shall be held liable for all damages or breakage to the goods due to insufficient greasing / protection. |
| 25 | RESPECT FOR DELIVERY DATES: |
| 25.1 | Time of delivery shall be the essence of the contract and no variation shall be permitted except with prior authorization in writing from the Bank, Goods should be delivered, securely packed and in good order and condition, at the place and within the time specified in the Purchase order for their delivery. |
| 25.2 | The contractual delivery period is inclusive of all the lead time for Engineering/ Procurement of raw materials, the manufacturing inspection/testing, packing or any other activity what so ever required to be accomplished for effecting the delivery at the required delivery point. |
| 26. | INSPECTION OF PACKAGES AT SITE: |
| 26.1 | Vendor's representative will carry out the inspection accordingly whenever they are called for the same and the prices include the cost of this. The packages at site will be opened in presence of Vendor's representative. |
| 26.2 | During the joint inspection, the cases containing equipment shall be opened by labour provided by UCO BANK and so also closing the cases back to avoid any damages during storage. |
| 27. | PAYMENT TERMS: |
| 27.1 | 70% of the order value for all supply items will be paid on completion of following: a) Receipt of material as per SOR in Good Condition at site b) Joint verification of materials by Vendor's & UCO BANK's representative at site and issue of Goods Receipt Note (GRN) by UCO BANK. |
| 27.2 | Balance 30% of the order value will be paid on completion of following: Successfully Installing, Testing & commissioning of new VCB in all aspects. |
| 27.3 | If joint verification is not carried out on account of UCO BANK, the payment will be released within 45 days from the date of receipt of equipment at site on submission of an undertaking on non-judicial stamp paper by the vendor. |
| 27.4 | The following documents shall be submitted by Vendors in triplicate along with Invoice : a. Invoice b. Delivery Challan c. LR/GCN/Way Bill etc. d. Guarantee/Warrantee Certificates e. Packing List f. All Inspection Reports & Final Release Note |

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| 28 | MODIFICATIONS: |
| 28.1 | The Bank may make technical changes or modifications in the technical documents / specifications comprised in the Purchase Order with consent of the Vendor. The Vendor may make alternative suggestion. Any such changes or modifications shall be at the cost, if any, of the Bank. As soon as possible after receipt of the written request for changes, the Vendor shall furnish in writing to the Bank, an estimate of cost for the changes and modifications effect on delivery date. |
| 28.2 | On receipt of Bank's written authorization for agreed changes, the Vendor shall promptly proceed with the changes/modifications. |
| 29 | RISK PURCHASE: |
| 29.1 | UCO BANK reserves the right to curtail or cancel the order either in full or part thereof if the Vendor fails to comply with the delivery schedule, and other terms and conditions of the Purchase Order. UCO BANK also reserves the right to procure same or similar equipment through other sources at the entire risk, cost and consequences of the Vendor. This clause is without prejudice to our Price Adjustment Clause given above. |
| 30 | QUANTITY: |
| | The Bank reserves the right to place part order or an additional order up to original order quantity within 6 months from the date of main purchase order at the same rate, terms & conditions of this order except increase in GST and other statutory levies which will be to Bank's account. Transportation/insurance rates for repeat order shall be derived from transportation /insurance rates for locations in original order. The delivery for such additional quantity shall be 12 weeks. |
| 31 | NON WAIVER: |
| | Failure of the Bank's representative to insist upon any of the terms or conditions incorporated in the Purchase Order or failure or delay to exercise any rights or remedies herein or by law or failure to properly notify Vendor in the event of breach, or the acceptance of, or payment of any goods hereunder or approval of design shall not release the Vendor and shall not be deemed a waiver of any right of the Bank's representative to insist upon the strict performance thereof or of any of his or their rights or remedies as to any such goods regardless of when goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by Bank's representatives act as waiver of the terms thereof. |
| 32. | NON ASSIGNMENT: |
| | The Purchase Order shall not be assigned to any other agency by the Vendor without obtaining prior written consent of the Bank. |
| 33. | VENDOR'S DRAWINGS AND DATA REQUIREMENT: |
| | As required, the Vendor shall submit drawings, data and documentation in accordance with but not limited to what is specified in the specifications sheets. |
| 34. | TECHNICAL INFORMATION: |
| 34.1 | Drawings, specifications and technical details provided by the Bank shall be the property of the Bank and shall be returned by the Vendor on demand. The vendor shall not make use of drawings and specifications for any purpose at any time save and except for the purpose of the Bank. |
| 34.2 | The Vendor shall not disclose the technical information furnished to or gained by the Vendor under or by virtue or as a result of the implementation of Purchase |

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| | Order to any person, firm or body or corporate authority and shall make all endeavors to ensure that the technical information is kept CONFIDENTIAL . The technical information imparted and supplied to the Vendor by the Bank shall at all times remain the absolute property of the Bank. |
| 35 | SERVICES OF VENDOR'S PERSONNEL |
| | - N/A |
| 36 | CANCELLATION: |
| 36.1 | On placement of order the Bank reserves the right to cancel the Purchase Order or any part thereof and shall be entitled to rescind the contract wholly or in part by a written notice to the Vendor if – <ul style="list-style-type: none"> • The Vendor fails to comply with the terms of the Purchase Order. The Vendor fails to deliver the goods on time and/or replace the rejected goods promptly. • The vendor becomes bankrupt or goes into liquidation. • The Vendor makes a general assignment for the benefit of creditors; and • A receiver is appointed for any of the property owned by the Vendor. |
| 36.2 | Upon receipt of the said cancellation notice, the Vendor shall discontinue all work on the Purchase order and matters connected with it. |
| 36.3 | The Bank in that event will be entitled to procure the requirement in the open market and recover excess payment over the Vendor's agreed price, if any, from the Vendor reserving to itself the right to forfeit the Security Deposit/Performance Bank Guarantee, if any, placed by the Vendor against the contract. |
| 37 | ARBITRATION: |
| 37.1 | Provision for Arbitration and alternative dispute resolution machinery stands deleted . Further the reference to the arbitration and alternative dispute resolution machinery provision contained in any other terms and conditions, which may be general or special in nature shall also stand deleted to the extent the said contents are applicable to the arbitration provisions. |
| 38 | RECOVERY OF SUMS DUE: |
| | Whenever any claim against the Vendor for payment of a sum of money arises out of or under the contract, the Bank shall be entitled to recover such sums from any time there after may become due from the Vendor under this or any other contract with the Bank and should this sum be not sufficient to cover the recoverable amount, the Vendor shall pay to Bank on demand the balance remaining due. |
| 39. | NEW AND UNUSED MATERIAL: |
| | All the materials supplied by the Vendor shall be brand new, unused and of recent manufacture. |
| 40. | REJECTION REMOVAL OF REJECTED GOODS AND REPLACEMENT: |
| 40.1 | In case the testing and inspection at any stage by inspectors/Bank reveal that the equipment, materials and workmanship do not comply with specification and requirements mentioned in Purchase order, the same shall be removed and replaced within 14 days by the vendor at his own expense and risk on receiving the intimation from inspector/Bank. In the event the vendor fails to remove the rejected goods within the 14 days of rejection, the Bank shall be at liberty to dispose-off such rejected goods in such manner as they may think appropriate. |

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| 40.2 | All expenses including freight, customs duty and clearing charges that may be incurred by the Bank for such disposal and/or replacement shall be to the account of the vendor and the vendor shall reimburse the same to the Bank immediately on demand by the Bank. The time taken for such removal and/or for replacement will not be treated as additional time granted for delivery of goods. |
| 40.3 | Equipment / materials that received at destination and rejected shall be taken back by the seller either at the place where they were rejected or at the place from which they were sent. If the contract is placed for delivery F.O.R station of dispatch, the seller shall pay the carriage charges on the rejected consignments at Public Tariff Rail / Road rates as the case may be from the station of dispatch to the station where they were rejected. |
| 40.4 | If the Seller elects to take the goods at the station from which they were dispatched, the goods shall, in addition, be booked to him freight to pay at owner's risk. The property in goods shall not be passed from the Seller unless and until accepted by the Purchaser after inspection. |
| 41. | COMMISSIONING/AFTER SALES SERVICE DURING GUARANTEE PERIOD: |
| 41.1 | The vendor shall depute their technical personnel for attending to any defects during Guarantee / Warrantee period without any extra payment. |
| 41.2 | During the period of guarantee Vendor's representative will visit the site as required for sorting out any material defect related problems without any charges. After the guarantee period, such visits will be charged extra at actuals. |
| 42 | AGREEMENT: |
| | The Vendor shall conclude a stamped Purchase Agreement with UCO BANK (Proforma of Agreement is enclosed). |
| 43 | BANKERS: |
| | Vendors should give the name & address of their bankers. |
| 44 | ORIGIN OF GOODS: |
| | Material to be supplied as per specifications and make mentioned in "F: Checklist for technical specifications". |
| 45 | IMPORT LICENCE: |
| | UCO BANK will not provide Import License /Foreign Exchange for the Import of any raw material, parts or Equipments. It will be the responsibility of the Vendor to arrange for the same whenever and wherever required. |
| 46 | OTHER POINTS: |
| 46.1 | Vendor shall furnish the Bank Guarantee for performance strictly as per proforma enclosed. |
| 46.2 | All the terms and conditions applicable for supply of equipment will apply for supply of spares also. |
| 47 | CORRESPONDENCE: |
| | All correspondence in the execution of this order shall be addressed to – Chief Manager (GAD), UCO Bank, Zonal Office, 2nd Floor, 328, Thambu Street, Chennai – 600 001. Tele : 044 - 43405540 & 044 - 43405556. |
| 48 | Document verification: |
| 48.1 | As the documents are being submitted by the bidders in tenders the responsibility of authenticity of the document shall be with the bidders. |

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| 48.2 | The successful bidder shall be required to present their original document to the tender inviting authority within a period of 7 days from the date of opening of price bid. In case the bidders fail to get the original document verified within the above time period, the EMD of the tenderer shall be forfeited. |
| 48.3 | If the document uploaded are found to be forged documents necessary action in line with the Guidelines will be taken for holiday listing of the party. |
| 48.4 | Recommendation of award of contract will be made only after verification of document with original of the successful bidders. |
| 48.5 | Document of any bidder available with UCO Bank (SAP records of Work Order, SES) or document of bidders already verified in other tenders are available with tendering office or documents have been verified directly from client then there shall be no necessity for waiting of 7 days for the successful bidder to get its document verified before making recommendation for award of contract. |
| 49 | The successful party shall have to execute the following documents on a stamp paper as per the prevailing value as a token of acceptance of the terms and conditions of the Bank for carrying out works as and when required. a) Purchase Agreement Format attached b) Declarations as attached c) Indemnity Bond undertaking for PF and ESIC |
| 50 | Safety Precautions during Work: |
| | The contractor has to follow all safety practices at site to ensure no mishap or casualty. In case of any incident noted by site engineer or engineer in charge, the following penalties shall be applicable: a. Violation of applicable safety, health & environment related norms/ Security norms, a penalty of Rs. 5,000/- per occasion shall be imposed. b. Violation as above resulting in any physical injury, a penalty of 0.5 % of the contract value shall be imposed (maximum of Rs. 2,00,000/-) per injury in addition to Rs. 5,000/- as in item (a) shall be imposed. c. In case of fatal accidents, a penalty of 1% of the contract value (maximum of Rs. 10,00,000/-) per fatality in addition to Rs. 5,000/- in item no. (a) shall be imposed. d. Applicable GST will also be recovered from the vendor on the amount of penalty charges, if any. e. The contractor workmen should wear all the required PPEs while working in the Plant premises. PPEs shall have to be provided by the contractor. |
| 51 | The contractor shall be liable to pay bonus (if applicable) to its labourers as mandated in the statute. |
| 52 | The contractor shall observe and implement all the Laws of the Land and the Rules framed there under which are statutory and the Bank shall, in no event, be liable or responsible for any default that may arise out of non-observance of such Laws / Rules on the part of the contractor and the contractor shall indemnify and keep indemnified the Bank against the same and from proceedings in respect thereof. |
| 53 | The contractor should furnish the antecedent report (Police verification report) of their employee engaged in the Plant and the same should be renewed as advised by concerned Location in Charge. |
| 54 | The contractor shall be liable to get the form “J” and “H” filled in respect of their |

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| | employee engaged at the location and the same should be renewed if required by the Bank as per the draft enclosed. |
| 55 | The contractor shall abide by all Rules & Regulations concerning Safety & Security while handling the cylinders. The cylinders should be handled carefully and only in vertical position. |
| 56 | The contractor shall remain fully responsible for the supervision, safe custody of the materials like valves, caps, security nuts etc., quality and quantity. |
| 57 | The contractors shall provide all the tools/ accessories/ equipments/ conveyance / communications means and manpower (all below the age of 60 years) required for carrying out any of the work assigned to them, as detailed in schedule of Rates attached hereto, by the Bank. Under no circumstances, the number of labors/supervisors etc can be increased compared to existing manpower. The contractor and his authorized supervisor must be accessible round the clock. |
| 58 | Contractors, their representatives and employees shall have to abide by various rules in force at our location and shall confirm to the Location –in-charge for carrying out the day-to-day works in the manner specified. The-contractor shall remain fully responsible, to the supervision and for the safe custody of the materials and manpower. |
| 59 | This contract will be valid for a period of three months. The rates, once finalized shall apply under all working conditions for the entire contract period. Contractor shall not be entitled to any escalation in rates finalized for any job OR for any extra allowance during the entire period of contract under any circumstances except as specified under clause 4 above. |
| 60 | It shall be mandatory for all contractors' laborers to use Uniform, safety shoe and helmet while working in the field /location which should be provided by contractor at his cost in adequate numbers so that uniforms /shoes/helmets etc. under use are in good condition. Ensuring safe working under direct supervision of the contractor or his authorized representatives for all his contract laborers as per UCO Bank's standard Safety Practices shall be a direct responsibility of the contractor. |
| 61 | The Bank shall pay to the contractors for the performance of the various works at the rates finalized by the Bank as per the items of schedule of Rates attached thereto. For this purpose, daily Job Slips in duplicate must be prepared and maintained by Contractor, which should give details of the job done on daily basis and countersigned by UCO BANK's Officer. The Job Slips should be submitted along with the bills. If the Contractor fails to complete any of the scheduled jobs mentioned in the Work order, the Bank will have the right to deduct the proportionate amount for the said job from the submitted bill. The Bank may even apply rights to impose penalty at the rate of 2% of total bill amount. |
| 62 | The Bank may reject bills submitted after ONE month from the date of completion of work. Bank shall endeavor to check and clear the bills submitted for payment within the stipulated time period without any prejudice or claim for any delay in payment of the bills due to incorrectly prepared and improper submission of the bills or whatever reasons. |
| 63 | It should be noted very carefully by the contractor that the bills placed for payment must accompany with original tax invoice with GST number so as UCO Bank to avail input credit tax claim, if bills are not proper and tax authorities has waived off |

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| | any tax claims, then the same will be recovered from contractor. |
| 64 | The contractor must ensure that payment to the labour is made within 7 days of the completion of the month through banking mode failing which Bank will have the right to make payment to the labour totally at the risk and cost of the contractor and same shall be deducted from the contractor's bills. |
| 65 | The Contractor shall be responsible for the compliance of all Government rules and Regulations, Acts, etc regarding employment and working conditions of personnel, including various statutory obligations/ facilities, which shall be provided by the Contractor. Under the Contract Labor Regulation and Abolition Act, 1970, it is obligatory for the contractor/s to obtain necessary license, if applicable. The contractors shall be responsible for any fines /penalties etc for non-compliance of any such Statutory Rules/Acts. |
| 66 | The Contractor shall maintain all records and keep the same up to date always as required under various statutory Acts of State/Central Government such as the Factories Act, Payment of wage Act, Workmen's Compensation Act, Employees State Insurance Act, Contract Labor (Regulation & abolition) Act or any other Act which may be applicable/enforced by Central Government / State Government. UCO Bank shall have access to all the said records for furnishing to statutory authorities or for regular checking and monitoring of the same to ensure compliance. |
| 67 | Contractor will also be required to maintain UCO Bank's activity records in prescribed registers as and when instructed by Location in Charge. |
| 68 | The contractor shall be liable for any loss or damage to Bank's property, Bank's employees, Contractor's own employees or to any third party resulting from fire, leakage, negligence, explosion, accident or any other cause the carrying out the work assigned to them and the Contractor shall indemnify and keep with the Bank for any penal amount, as the Bank may call upon by law to pay. |
| 69 | All labour, workmen and persons engaged by the Contractor shall not be on account of Bank and shall be deemed to be Contractor's own labor so that no service conditions, payment liability in respect of such persons would be attached to the Bank and Contractor shall have to indemnify the Bank against the same. Non-payment of wages will be considered a serious breach of Contract and in such an event; UCO Bank reserves the right to terminate the Contract. |
| 70 | Contractor must obtain signatures of the authorized officer of the location for each job carried everyday ON THE SAME DATE AT THE CLOSE OF THE DAY which will be the basis of the monthly billing by the contractor. |
| 71 | In the event of Contractor's failure to carry out the work assigned to them with a reasonable time, contractor shall be liable to make good to the Bank any extra expenses that may be incurred by the Bank making alternate arrangements for carrying out the work including any incremental emergent rate. UCO Bank shall reserve the right of getting the job done at RISK and COST of the contractor in case of any Strike, Agitations etc due to his failure to manage laborers and perform satisfactorily. |
| 72 | The Contractor or his authorized representative should report to the Plant/ Terminal/ Installation/ Depot in case of any emergency/exigency arising related to his Contractual jobs. Should the Bank be in the need of assistance from the |

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| | contractor/(s) in any kind of emergency / exigency, the Contractor must extend full cooperation to overcome such situations. |
| 73 | <p>Contractor shall be responsible for and shall be liable to pay the Liquidity Damages/Losses in the events of</p> <p>(a) The confiscation by Government or Local authorities of any goods delivered to the contractor for transportation, clearing, forwarding, handling etc.</p> <p>b) Loading, unloading or in transit. It may be clearly understood that the property or the goods in possession or under power of the Agent will remain the sole and absolute property of the Bank and that the contractor will be liable for any loss or damage to the said goods.</p> |
| 74 | On their finalization of the contract, the contractor shall be required to deposit the appropriate Security Deposit as notified with the Bank for the due performance of the work and observation of all conditions hereof. It shall be lawful for the Bank to appropriate the entire deposit or part thereof against damages, costs, charges or expenses arising out of the Contractor's failure. This is without prejudice to the other remedies under the laws open to the Bank. The DD / BG for said Security Deposits should be made in favor of UCO Bank, payable at Chennai (Respective State Office HQ/location). |
| 75 | The Bank reserves the right to award parallel contracts without giving any notice of prior intimation to the existing contractor/s. Contractor must visit the plant premises regularly (preferably once in a week) & draw the MOM with location-in-charge or the officer so appointed by the location-in-charge. Failure to do so will amount to disinterest in running in the contract & action as deemed fit will be taken against the contractor to safeguard the interest of the Bank. Tenderer should furnish the name/s of relatives, if any, working in UCO Bank & his / their place of posting. |
| 76 | <p>The contractor/s shall be responsible for and shall pay any compensation to their employees payable under the workmen's compensation Act, 1923 & 1933 and the amendments thereof, for the injuries caused to the workmen. The contractor/s shall be responsible for and pay the expenses for providing medical treatment to his employees who may suffer any bodily injury as a result of any accident. The contractor/s shall be liable for any payments to his/their staff employed for the performance of carrying out of the said work and the Bank shall in no event be liable for nor responsible for any payment and the contractor/s shall keep the Bank indemnified against the same and from all proceedings, in respect thereof. In every case in which by virtue of the provisions of section 12 sub- section (I), of the workmen's compensation Act, 1923, the Bank is obliged to pay compensation to workmen employed by the contractor/s in execution of the works, the Bank will recover from the contractor/s the amount of the compensation so paid and without prejudice to the rights of the Bank under section 1 subsection (2) of the said act, the Bank shall be at liberty to re- cover such amount or any part thereof deducting it from the security deposit or from any sum due by the Bank to the contractor/s whether under this contract or otherwise. The Bank shall not be bound to contest any claim made against it under sec12, sub-section (1) of the said act except on the written request of the contractor/s and upon his giving to the Bank full security for all costs for which the Bank might become liable in consequence of contesting such</p> |

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| | claim. |
| 77 | Tenderer should furnish the name/s of relatives, if any, working in UCO Bank Sector & his / their place of posting. |
| 78 | It is obligatory on the part of the contractor to carryout C&A Verification for himself, supervisors and laborers, who will be required to enter into the UCO Bank premises to execute such jobs. UCO Bank Officer will guide the contractor to carry out such C&A Verification. It will be mandatory for Contractor and all the laborers to display their authorized and valid Photo ID Proof while inside UCO Bank Premises. |
| 79 | Contractor will not carry out any other jobs, which are not mentioned In the Work /Rate Schedule of this contract. (a) All contractor labours will be required to undergo safety training without any extra cost as and when imparted by the location and actively participate in Safely Drills for their own safety and safety of the UCO Bank ‘‘s Location. They also will have to abide by all Safety and Security rules of the Bank when inside UCO Bank Premises. Bank reserves the right for imposing the financial penalty for non adherence of the Safety, Security and Environment Protection norms by Contractor, his supervisors and contract labors as per rates given below, based on a Two Officer Committee Report of the location vetted by the Location In Charge and approved by Competent Authority of UCO Bank, whose decision shall be binding for the party. (b) Rs 5000/- per single case of violation of S&HE/Security Norms. (c) Penalty @0.5% of the contract value OR Rs Two Lacs (maximum) plus Rs. 5,000/- per case of any physical injury due to negligence while performing this job (d) Penalty @ 1.0% of the contract value OR Rs TEN Lacs (maximum) plus Rs 5,000/- per case of Fatality of contract Labor/supervisor due to negligence while performing this job. |
| 80 | The Bank reserves the right that if any labor/ supervisor of the contractor is found to be involved and guilty of deliberate gross unsafe act, OR/AND Acts of misconduct, misbehavior, using abusive languages/gestures, dereliction of duty assigned, Acts of omission and commission, drunkenness etc., against the interest of Bank OR aimed at any employee of the Bank, then Contractor will be bound to Suspend /Dismiss Permanently such labor at his own risk and replace the vacancy by engaging suitable labor, if required. In case, if the Contractor fails to act for such penal actions, the contract may be liable for rejection after giving a notice of 30 days. Before taking such step, UCO Bank Location will investigate the matter through a 2 Member location level committee and recommendation of suspension / Dismissal as sent by Location in Charge will be approved by Competent Authority at concerned State Office, which shall be binding on the contractor. |
| 81 | <p>Tenderers should note that UCO BANK reserves the right of rejecting any Tender/ Offer summarily before finalization of any new contract And /Or Terminating any current contract in full or part if Tenderer/Contractor is found responsible in any of previous / current contracts of any UCO BANK locations for the following lapses, if serious in nature, having jeopardized/compromised UCO BANK‘‘s interest/image as deemed by Bank:-</p> <p>a) Failure on the part of contractor to perform in any contract to UCO BANK’s satisfaction, in any unit of UCO BANK on records.</p> |

| | |
|----|---|
| | <p>b) On found to be implicated in any civil / criminal case affecting Bank's interest / image.</p> <p>c) On failing to comply with the mandatory rules/ acts of State/ Central Government Laws/ Acts etc in any current/ prior contract of for any location. This includes compliance of PF/ESI Act & it shall be mandatory for the tenderer to submit PF/ESI annual statement – contract labour wise slips etc. – issued by PF & ESI Departments for the last financial year (last issued) or the last FY till which the tenderer had worked as labour contractor for any unit of UCO BANK.</p> <p>d) On repeated instances of failing to manage the labors employed by him and based on records of UCO BANK's work getting affected due to repeated strikes, agitations, abandonment etc by labors in any unit of UCO BANK on records.</p> <p>In above cases, UCO BANK shall reserve the right to outright reject the party's offer in case of a fresh/new Tender/Bid.</p> |
| 82 | In cases of contracts already running/commenced, Bank reserves the right to cancel in part or whole of the contract and get the same executed through alternate means at the entire risk and cost of the contractor on whom the order was first placed. In such cases the contractor should make good all losses that the Bank may suffer due to this including higher emergent rates, if any. This is without any prejudice to the right of the Bank for fore closure of the contract /Terminate the contract with one month's notice to the contractor and also forfeit the Security Deposits / unpaid bills etc. if so necessary. |
| 83 | In case of any serious failure on part of the contractor jeopardizing /compromising the interest of the Bank during the period of contract, the Bank reserves the right to put the Contractor on HOLIDAY LISTING as per policy of the Bank in order to protect the interest of the Bank. |
| 84 | All papers of the Tender Documents will form part of the contract. The tenderer should study all the Tender Documents carefully and be familiar with the operations / local conditions at the place of work. |
| 85 | Tenders not meeting tender conditions / incomplete in any respect / or with modifications are liable to be rejected. Tender received late / in open condition / without EMD / not meeting the tender conditions / incomplete in any respect are liable to be summarily rejected. |
| 86 | Tenderer should submit all the details and enclosures as has been asked as per Section-F. In case any of the information is not applicable to them, "Not applicable" may be written against that para. Not submitting any information/ enclosure sought may be the ground for rejecting the tender. |
| 87 | Any additions/ deletions or changes in our format will not be accepted. These may be ground for rejecting the Tender. |
| 88 | Before quoting the rates, the tenderer should be well acquainted about the job to be carried out. Tenderers would be presumed to have acquainted themselves with the working conditions existing at the location, before submission of the tender. The quantities mentioned in Schedule of Rates (SOR) are tentative and can vary on higher / lower side and there is no guarantee for the minimum quantum of work. |

| | |
|----|---|
| 89 | When the party signing the tender is not the Sole Proprietor, the necessary power of attorney authorizing to act on behalf of the Company should be produced before signing the agreement. |
| 90 | Bank will not be held responsible, if due to certain unavoidable circumstances sufficient work is not provided to the contractor. |
| 91 | The contractor will be held responsible for any misconduct and misbehavior of his employees inside the plant. |
| 92 | The contractor should provide personal protective clothing and Safety Shoes, Hand Gloves, helmets and uniforms to their work men. |
| 93 | The contractor shall observe and implement all the Laws of the Land and the Rules framed there under which are beneficial to the employees engaged by him and the Bank shall, in no event, be liable or responsible for any default that will arise out of non-observance of such Laws/Rules on the part of the contractor and the contractor shall indemnify and keep indemnified the Bank against the same and from proceedings in respect thereof. |
| 94 | The contractor shall remain fully responsible to the Bank for the custody of the materials, its quality and quantity. If at any time it is found that the contractor his /their agents and employees is/are involved and/or indulged in malpractices, then the Bank shall be at liberty to claim necessary compensation from the contractor and the contractor shall be bound to pay such compensation to the Bank, in Addition to the total cost of materials placed under his/their custody, at the rate then prevailing on the day on which the materials were placed under his/their custody. |
| 95 | The work shall be inspected by the Officers of the concerned Plant. |
| 96 | No labour shall be allowed to remain idle our premises if not required for the related work. |

(X) SCOPE OF THE WORK

The scope of work includes:

1) The complete set of Vacuum circuit breaker should consist:-

- a) Circuit breaker compartment which comprised circuit breaker with on/off push button & indicators, safety interlock & Auxiliary switch for Service/Test position
 - b) Instrument Compartment with accommodation of meters, relays, switchers, terminal stations, terminal strip etc.
 - c) Bus bar compartment with bus bar & jumpers sleeves
 - d) V. T. Compartment with PT set
 - e) CT Compartment with CT set & proper segregation with Cable compartment
 - f) Cable Compartment
 - g) Low Voltage Instrument/Relay compartment
 - h) Safety interlock position Test/Service/Open with proper indicators
 - i) Charging of VCB Closing spring by manually & electrically (Automatically)
 - j) Interlocking between VCB & Integral earth switch
 - k) Microprocessor based relay to be provided. (Features: - Over Voltage, Earth Fault, Over Current, Single Phasing, Phase Reversal any other recommended features with LED or LCD display. The tripping occur should be displayed on the display and history log should be there.
 - l) Digital Multifunction meter to be provided, separate frequency meter, separate power factor meter, separate digital energy meter, analog voltmeter, analog ammeter with selector switch. TNC switch and local remote operation switch.
 - m) Separate LED indications & Annunciation (Audio & Visual indication) for the different tripping provided in the panel including transformer tripping (Alarm & trip of oil temperature, Alarm & trip of winding temperature and Alarm & trip of Buchholz relay)
- 2) Installation of vacuum circuit breaker shall be done as instructed by site in charge. The Breaker then shall be tested and all parameter shall be mentioned in your service report. The shifting shall be done safely taking all safety precautions.
 - 3) Regular site supervision by competent & experienced technical personnel during the commissioning of the breaker. Non-deployment of competent person will attract the penalty of Rs. 10,000 per week and part thereof.
 - 4) The equipment /materials/fittings shall be tested prior to rack in of breaker.

- 5) Supply of all consumables chemicals special adapters' tools and tackles etc as may be required for inspection testing and commissioning.
- 6) Observance of all applicable & accepted safety practices during all stages of works as advised by the site Engineer.
- 7) The responsibility of the vendor shall include design, procurement, testing, inspection, necessary packing, forwarding and dispatching of equipment and material required for 11 KV vacuum circuit breaker at the UCO Bank in accordance with the requirements detailed in this document and in conformity to the features and performance requirements.
- 8) Arrangement for unloading at the Plant shall be in Vendor's scope at vendor's risk. Vendor should depute his representative to supervise unloading if he so desires.
- 9) All the wirings required for the system including safety interlocks shall be provided by the vendor and the same should be accounted for while quoting.
- 10) Providing supervisory services for installing & commissioning of the same at plant.
- 11) Vendor should advise in advance the pre-installation requirements so as to enable Purchaser to carry out the basic works for installation of the equipment and arrange complete erection work. However, necessary supervisory personnel including specialized installation personnel control system engineers/ technicians etc., any special tools/ tackles/ electronic test and measurement equipment etc. shall be provided by the Vendor under their scope.
- 12) Laying of all cables (UCO BANK and Vendor supply) shall be in the scope of UCO BANK. However Cable laying schedule shall be provided by the vendor well in advance to enable plant to lay the cables.
- 13) The tender envisages supply of Spares required for six months of operation of the equipments. Any spares consumed during the defect liability period shall be replaced by the vendor free of cost. Bidder must include the cost of the six months spares complete while quoting for the equipments.
- 14) **The following documents shall have to be submitted by Vendor:**
 - i) Electrical/ pneumatic wiring/ connection diagrams and earthing plan/ diagrams.
 - ii) Parts list, data sheets, vendor details for all bought-out items.
 - iii) Data sheets and performance curves for all equipment.
 - iv) Erection, operation & maintenance manual for all equipment
- 15) **Three sets of the following documents have to be submitted by the vendor before handing over of the system:**
 - i) Data sheets and certified performance curves for equipment.

- ii) Certified test records of equipment.
- iii) Erection, operation and maintenance manuals.

GUARANTEE:

- 1) All equipment forming scope of supply shall be guaranteed by Vendor against defective material, design and workmanship for a period of 12 months from the date of installation & commission.
- 2) The Vendor shall carry out the performance test run of the complete system at site after satisfactory erection in line with the data sheets and specifications. Training to UCO BANK personnel shall be given at site during erection/ commissioning period without any extra cost to UCO BANK.
- 3) Vendor shall be solely responsible for smooth and trouble free performance of the Vacuum circuit breaker during the guarantee period. In case of any problem arising during guarantee period even after taking over of the plant, Vendor shall have to carry out any rectification /replacement at the vendor's cost.

Documents to be submitted as per Annexure A to J

ANNEXURE-A

UNDERTAKING –TO BE SUBMITTED ALONGWITH TECHNICAL BID

Name of Work:

Tender No:

We confirm that we have quoted the rates in this tender considering inter-alia the

- 1. Tender Documents**
- 2. Additional Documents (if any)**
- 3. BoQ Document (Price Bid Format)**
- 4. Corrigendum (if any)**
- 5. Pre-Bid Meeting minutes (if any)**

We _____ (Name of the Tenderer) hereby certify that we have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender including all corrigendum/ addendum , if any and minutes of the pre bid meeting. In event of our offer found technically acceptable and contract is awarded to us, the complete tender document shall be considered for constitution of the Contract Agreement.

Signed for and on behalf of Tenderer(s)

Name of Tenderer(s)

DATE: _____

PLACE: _____

Seal & Signature of Tenderer

NOTE: This declaration should be signed by the Tenderers authorized representative on COMPANY LETTERHEAD who is signing the Bid and scanned copy to be uploaded.

ANNEXURE- B

PROFORMA OF DECLARATION OF BLACK LISTING/ HOLIDAY LISTING

**(FORMAT TO BE SUBMITTED ALONG WITH TECHNICAL BID DOCUMENTS
WITH SIGNATURE AND STAMP ON LETTER HEAD)**

It is understood that if this declaration is found to be false in any particular, UCO Bank Shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including black listing or holiday listing) available to UCO Bank Ltd.

In the case of a Proprietorship Firm:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s _____ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Partner, are presently or have during the past three years, been placed on any black list or holiday list declared by UCO Bank. Or by any department of any Government (State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other country nor is there pending any inquiry by UCO Bank. Or any Department of the Government or by any Public Sector Organization in Indian or in any other country in respect of any corrupt or fraudulent practice(s) against me or any other or my proprietorship concern(s) or against any partnership firm(s) in which I am or was at the relevant time involved as a partner, except as indicated below:

(Here give particulars of blacklisting or holiday listing, an/or inquiry and in absence thereof of state "NIL")

It is understood that if this declaration is found to be false in any particular, UCO Bank Shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including black listing or holiday listing) available to UCO Bank.

In the case of a Partnership Firm:

We hereby declare that neither we, M/s. _____ submitting the accompanying Bid/Tender nor any partner involved in the said firm either in his individual capacity or as proprietor or partner of any other firm or concern presently are or within the past three years have been or has been placed on any blacklist or holiday list declared by UCO Bank. Or by any department of Government (State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other country nor there is any pending inquiry by UCO Bank. Or by any Department of any Government (State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other country, in respect of corrupt or fraudulence practice(s) against us or any partner or any partner or any other concern or firm of which he is proprietor or partner, except as indicated below:

यूको बैंक, अंचल कार्यालय, द्वितीय तल, 328, तम्बू स्ट्रीट, चेन्नई- 600001

UCO BANK, ZONAL OFFICE, 2ND FLOOR, 328, THAMBU STREET, CHENNAI – 600001

दूरभाष Phone: 044: 43405572, फैक्स Fax: 044-43405575, ई-मेल E-mail: zo.chennai@ucobank.co.in

(Here give particulars of blacklisting or holiday listing and/or inquiry and in the absence thereof state “NIL”).

It is understood that if this declaration is found to be false in any particular, UCO Bank Shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including black listing or holiday listing) available to UCO Bank.

In the case of Company:

We hereby declare that neither we or a parent, subsidiary or other company under direct or indirect common parent(associate company) are presently nor have within the past three years been placed on any holiday list or black list declared by UCO Bank. Or by any Department of any Government (State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other Country: and that there is no pending inquiry by UCo Bank Or by any Department of any Government (State, Provincial, Federal or Central) or any Public Sector Organization in any country against us or a parent or subsidiary or associat company as aforesaid in India or in any other country, in respect of corrupt or fraudulent practice(s),except as indicated below:

(Here give particulars of black listing or holiday listing and/or inquiry and in the absence thereof state “NIL”)

It is understood that if this declaration is found to be false in any particular, UCO Bank. Shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including black listing or holiday listing) available to UCO Bank.

Place: _____

Signature of Bidder: _____

Date : _____

Name of Signatory: _____

Annexure-C

PARTICULARS OF BIDDER/ FIRM'S CONSTITUTION

1. Please tick (✓) in the correct box relating to your firm/s organization:

- ☐ Proprietorship Firm
- ☐ Partnership Firm
- ☐ Private Limited Company
- ☐ Public Limited Company
- ☐ Any other

1. If Proprietorship
- Name of Proprietor
Full
Address
Contact No.
- Particulars of his/ other Business, if any
2. If partnership firm
- a) Name of partners and their address
1.
2.
3. If Ltd. Co. under Indian Companies Act, 1956
- Please state
A) Private Ltd. or Public Ltd.
B) Registered Office's Address
C) Date of Certificate of inBank
D) Authorized Share Capital
E) Subscribed Share Capital
F) Main business of the Company
4. If any other type of constitution
- Please indicate full-- Name & Address of
Members / Directors / Chief Executives
1.
2.
(a) Registration Particulars
(b) Share Capital
(c) Any other business of the Firm

(SIGNATURE OF THE BIDDER & RUBBER STAMP)

Full Name:

Address:

Annexure-D

UNDERTAKING FOR GSTIN

(Required in case of non-availability of GSTIN number)

We hereby confirm that we have submitted our response to the above mentioned tender.

We hereby mention that we do not have GSTIN under State Govt. as on date of submission of our response to the subject tender.

We hereby confirm that we shall obtain GSTIN from Govt. as per applicable statutory rules in case of award of works by Bank within 6 weeks from the date of receipt of Work Order.

We also hereby confirm that we shall submit our bills for payment only after submitting necessary documentary proof towards GSTIN issued by Govt.

Signature:

Name & Address Seal:

Date:

NOTE: This undertaking should be signed by the bidder's authorized representative on their firm's letterhead who is signing the Bid and scanned copy to be uploaded

Annexure-E

**(ON A STAMP PAPER OF REQUISITE VALUE & DULY NOTARISED)
GENERAL POWER OF ATTORNEY)**

We, the undersigned 1.Sh2. Sh.....

3. Sh..... all residing at the proprietor/
partners/ Directors of M/s.....having its
registered office at.....
do hereby nominate, authorize and appoint Shri.
s/o.....r/o..... who is to act as attorney of
our firm M/s.....with full power and authority to
exercise the following powers or any of them on our behalf and on behalf of our firm.

1. To sign, seal, execute, perfect and/or complete the tender document and also other relevant documents required by UCO Bank (hereinafter called the Company) in respect thereof.
2. To negotiate, enter into correspondence with the Company and do all and everything necessary suitable or proper with regard to the said tender.
3. To sign, seal, execute, perfect and/or complete Contract Agreement and all and/or any other document, Indemnity Bond etc. required by the Company in connection with the said Contract Agreement arising out of the said tender.
4. To do all acts, deeds, as may be necessary for and incidental to the execution of proper performance of the said Contract Agreement with the UCO BANK.

I/ We the said Proprietor/ Director / Partner do hereby agree to allow, verify and confirm all and whatsoever the said Shri..... shall or may do or cause to be done in or about the said tender and the Contract Agreement, the execution and proper performance thereof by virtue of these presents.

This power of Attorney shall remain irrevocable till the validity period of our quotation, Contract Agreement/or refund of our Security Deposit whichever is later.
In witness whereof, we have hereunto set and subscribed our hands at
.....this.....day.....of.....two thousand.....

Signed, sealed & delivered by the within named

Signatures

Shri.....
Proprietor / Director / Partner

1.

Shri.....
Proprietor / Director / Partner

2.

यूको बैंक, अंचल कार्यालय, द्वितीय तल, 328, तम्बू स्ट्रीट, चेन्नई- 600001

UCO BANK, ZONAL OFFICE, 2ND FLOOR, 328, THAMBU STREET, CHENNAI – 600001

दूरभाष Phone: 044: 43405572, फैक्स Fax: 044-43405575, ई-मेल E-mail: zo.chennai@ucobank.co.in

Shri.....

3.

Proprietor / Director / Partner

Signature of the Tenderer with seal

WITNESSES

Accepted by

NAME

SIGNATURE

(Signature of GPA Holder)

1.

Before me

2.

Notary's Stamp

Duly Notarized

ANNEXURE-F

PURCHASE AGREEMENT

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER of 300/-)

Articles of Agreement made at CHENNAI this _____ day _____ of Two Thousand between the UCO BANK, Zonal office, 2nd Floor, 328, Thambu Street, Chennai – 600001. herein after referred to as '**UCO Bank**' on the one part and M/s Sole/Trader/ Partnership Firm / Private / Public Limited Company registered under the Indian Partnership Act of 1932/Companies Act I, 1956 and having its Office at hereinafter **called 'The Seller'** which expression shall be deemed to include the Seller's successors (approved by the Bank), representative, heirs, executors and administrators on the other part, **WHEREAS** the Bank is desirous of obtaining certain Materials specified in the attached schedule and / or Purchase Order and **WHEREAS** the Sellers have agreed with the Bank for the supply of the said stores specified in the said schedule upon certain terms and conditions hereinafter provided and **WHEREAS** the parties are desirous of reducing to writing the terms and conditions of the contract on which the Sellers have agreed with the Bank for the supply of the said Materials, **NOW IT IS HEREBY AGREED** by and between the parties hereto as under :

1. MATERIALS TO BE SUPPLIED:

The Sellers shall duly supply the said Materials as per description, quantity and rates specified in the schedule and/or Purchase Orders placed by the Bank from time to time and in all respects with the specifications, designs, drawings and instruction in writing referred to in the schedule and or said Purchase Order.

2. PAYMENT:

The Bank shall pay to the Sellers in respect of the said materials mentioned in the scheduled/Purchase Order on the basis of the rates specified in the said schedule/Purchase Orders.

3. SECURITY DEPOSIT: 10 % of total contract value exclusive of GST

The Sellers shall on or before the execution of the Agreement deposit with the Bank a Sum of Rs. _____ in Demand Draft or Bank Guarantee on our Standard Form. The Bank shall hold this amount as Security Deposit for Guarantee for the timely and proper performance of the said contract by the sellers.

All sums of compensation or other sums of money payable by the Sellers to the Bank under the terms of this Agreement may be deducted from or paid by the Sale of a sufficient part of the Security Deposit or from the interest arising there from or from any sums which may be due or may become due by the Bank to the Sellers on any

account whatsoever, and in the event of their Security Deposit being reduced by any reason or such deduction or sale as aforesaid, the Sellers shall within 15 days thereafter make good in Cash or only Demand Draft any sum or sums which may have been deducted from/or raised by Sale of the Security Deposit or any part thereof.

The Security Deposit lodged by the Sellers shall be refunded after the expiry of 3 months from the date of satisfactory completion of Purchase Order / Contract.

4. MANNER & PERIOD IN WHICH THE EQUIPMENT/MATERIALS ARE TO SUPPLIED:

The Sellers agree and undertake to supply the Materials set forth in the Schedules/Purchase Order No. _____ dt. _____ and subsequent amendments if any, issued thereto from time to time.

The Said materials being goods of merchantable quality shall throughout the stipulated period of the contract be supplied with the due diligence, promptness, care and accuracy and in a workman like manner to the satisfaction of the Bank and in accordance with the said specification, designs, drawings and instructions or before the aforesaid due date, time being the essence of the contract on the part of the Sellers.

5. PRICE DISCOUNT FOR DELAYS IN DELIVERY:

The Sellers hereby agree to pay to the Bank by way of Price Discount, and not as penalty, an amount equal to **1/2% (one half percent)** of the contracted price of the materials so delayed for each week or part thereof of such delay in delivery subject to a maximum of **10% (Ten percent)** of total contract value.

6. INSPECTION OF SUPPLIES:

- 6.1 The Bank through its authorized representative reserves the right to inspect periodically during the manufacture or before delivery all materials and workmanship for the acceptance of quality and efficiency.

The said representative will be the sole judge thereof if at the time, during the progress of any particular portion of manufacture or before delivery of materials is unsatisfactory, the Bank shall be entitled to take action under Clause No. 29 of the Bank's Special Terms & Conditions of Contract after giving the Sellers 15 days/one month/three months notice in writing as considered appropriate and the Sellers will have no claims for compensation for any loss sustained by them owing to such action.

- 6.2 All equipment and materials under or in course of execution or executed in pursuance of this contract, shall at all times be open to the inspection and supervision of the Bank and their authorized representative and Agents. The Sellers shall at all time, during the usual working hours and at all other times after having received reasonable notice, allow the Bank and their authorised representatives and agents to visit the contractor's premises and carry out the necessary orders and instructions.

7. PAYMENT:

Invoices shall be submitted by the Seller immediately on delivery/ dispatches of materials, duly supported by acknowledged Challans in case of local deliveries or proof of dispatch (R/R or GCN from Road Transport Contractor) for effecting payment in accordance with the terms of the Purchase order against proper official stamped receipt from the Seller or his duly authorized representative.

8. AGREEMENT:

- 8.1 This Agreement is subject to the General Conditions of Contract in so far as the same is not inconsistent with or repugnant to the above clauses. A copy of the General Conditions would be deemed to have been studied and agreed to by the Contractors before their signing this agreement.
- 8.2 This agreement is subject to the special conditions stipulated in our schedule and or Purchase Order No. _____ dt. _____ and subsequent amendments, if any, issued from time to time.

SIGNATURE OF SELLER

SIGNATURE OF BANK

WITNESS

WITNESS

DATE:

SEAL:

ANNEXURE - G

**Format for giving consent & Bank Details
(Details to be provided on Vendors Letter Head)**

UCO Bank,
Zonal Office,
Chennai.

Date:

Dear Sir,

We hereby agree to accept the payments of all our bills through NEFT/ RTGS / Internet. The desired bank details are given below:

| | | |
|-----|--|--|
| 1. | Beneficiary Name | |
| 2. | PAN No. | |
| 3. | Vendor Code / Employee PF No | |
| 4. | Name of Bank (to which payment is to be sent) | |
| 5. | Branch Name | |
| 6. | Address of the Branch | |
| 7. | STD Code & Telephone no of the branch | |
| 8. | Branch Code | |
| 9. | 9 digit code of the bank & branch as appearing on the MICR Cheque. (Please ensure that the MICR Code should not start with ZERO) Copy of a cancelled cheque must be enclosed) | |
| 10. | Bank account number (as appearing on the cheque book) | |
| 11. | Account type (SB/CA/CC) | |
| 12. | Branch IFSC Code | |
| 13. | E-mail address of the vendor | |
| 14. | Mobile Number of the Bidder | |

Please attach a blank cancelled Cheque or photocopy of a Cheque issued by your bank relating to your above account for verifying the accuracy of the account.

I hereby declare that the particulars given above are correct & complete.

Signature and seal of Bidder

ANNEXURE – H

**PROFORMA OF DECLARATION TO BE FURNISHED BY THE TENDERERS
ALONG WITH TENDER**

SAFETY DECLARATION

(To be filled by Power of Attorney holder with stamp)

I/We hereby declare and confirm that

1. I/ We shall provide, without any exception, Safety Belts to all our workmen/ labourers working at heights (Including building roof top, canopy roof top etc) for the purpose of rendering services to the Bank under the subject Contract
2. I/We have read and understood the provisions of the Special Terms & Conditions of Contract regarding safety at worksites.
3. I/We shall be bound to pay a penalty of Rs. 5000/- for every incident of non-provision of safety shoes/ safety helmet/ safety belts occurring during the pendency of the contract.
4. I/We shall take safe height working permit for working at heights.
5. I/We shall be solely responsible for any accident resulting from unsafe practices or due to non- adherence to safety standard stipulated by the Bank. Any injury / loss of life resulting from the above shall be solely at our risk & cost and we shall bear and pay solely and absolutely all costs, charges and expenses including legal charges incurred in this connection.
6. That the Bank is not bound to be responsible, legally or otherwise, for any acts and/or consequences of unsafe practices during execution of works during the pendency of the contract.
7. The person signing this declaration is the authorized signatory.

Name: Address:

Date:

FORMAT OF PRICE BID

Name of Work: Replacement of existing old 11 KV OCB RMG by new 11 KV indoor VCB RMG (including installation and commissioning) at Zonal Office Building, UCO Bank, 328, Thambu Chetty Street, Parrys Corner, Chennai - 600001

| Sr. No. | DESCRIPTION | QTY | Unit Rate Rs. | Total Rs. |
|---------------------------------------|---|-------|---------------|-----------|
| 1 | 11KV, 3 Panel HT RMG unit of Indoor Type as per TNEB Spec. | 1 Set | | |
| 2 | 11KV Heat Shrinkable End Termination Kits | 3 nos | | |
| 3 | Towards charges for Erection, Testing & commissioning etc. of 11KV 3 Panel HT RMG Unit including unloading, movement of RMG unit to RMG location, removing packing., Attaching the each panel, connecting Bus bars etc. | 1 job | | |
| 4 | Towards charges for dismantling the old Existing OCB RMG unit, removing all the Terminations, etc. | 1 job | | |
| 5 | Towards charges for providing 11KV Heat Shrinkable termination kits, providing earth flats, as per TNEB norms etc. | 1 job | | |
| 6 | Towards our charges for obtaining TNEB approval for RMG unit | 1 set | | |
| 7 | Towards TNEB Inspection charges | 1job | | |
| | Total | | | |
| GST @18% | | | | |
| Total amount including 18% GST in INR | | | | |
| Amount in words: | | | | |

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