

**Request for Proposal  
For  
Procurement of Video Conferencing  
Endpoints and Table Microphones (Re-  
Tendering) (E-Tendering)**



**UCO BANK  
Head Office-2  
Department of Information Technology  
7<sup>th</sup> Floor, 3 & 4 DD Block, Sector -1  
Salt Lake, Kolkata-700 064**

**RFP Ref. No: UCO/DIT/2698/2023-24 Date: 11.03.2024**

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

## **Disclaimer**

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

**Bid Control Sheet**

<b>Tender Reference</b>	<b>RFP Ref No: UCO/DIT/2698/2023-24</b> <b>Date: 11/03/2024</b>
<b>Cost of Tender documents</b>	<b>Rs. 1,500 (Rupees One Thousand Five Hundred Only)</b>
<b>Date of issue of RFP</b>	<b>11.03.2024</b>
<b>Earnest Money Deposit (EMD)</b>	<b>Rs. 5,00,000 (Rupees Five Lakh Only)</b>
<b>Date of commencement of sale of tender document</b>	<b>11.03.2024</b>
<b>Last date for submitting queries for the Pre-bid Meeting</b>	<b>18.03.2024 upto 5:00 PM</b>
<b>Pre-Bid meeting/ Venue</b>	<b>19.03.2024 at 03:00 P.M.</b> <b>(Meeting would be done through Online mode)</b>
<b>Last Date and Time for receipts of tender bids</b>	<b>05.04.2024 at 04:00 PM</b>
<b>Opening of technical bids</b>	<b>05.04.2024 at 04:30 PM</b>
<b>Opening of Price Bid</b>	<b>Will be informed subsequently to technically qualified bidders.</b>
<b>Address of Communication</b>	<b>Chief Manager (IT),</b> <b>Head Office-2</b> <b>Department of Information Technology</b> <b>7<sup>th</sup> Floor,3 &amp; 4 DD Block, Sector -1</b> <b>Salt Lake, Kolkata-700 064</b>
<b>Website for Online RFP</b>	<a href="https://www.ucobank.com">https://www.ucobank.com</a> & <a href="https://www.tenderwizard.com/UCOBANK">https://www.tenderwizard.com/UCOBANK</a>
<b>Address for support for Online RFP/ Process of submission of tender documents</b>	This Tender will follow e-tendering process [e-bids] as under which will be conducted by Bank's authorized e-Tendering Service Provider M/s Antares Systems Ltd. through Website <a href="https://www.tenderwizard.com/UCOBANK">https://www.tenderwizard.com/UCOBANK</a>  Following activities will be conducted online through above website: a) Submission of Eligibility/ Technical Bid & Commercial Bid by the bidder b) Clarification, if any, sought by the Bank c) Opening of Eligibility/ Technical Bid by the Bank d) On-line evaluation by the Bank. e) Opening of Commercial Bid by the Bank &

On-line evaluation.

Representatives of bidders will be given training for e- Tendering by the Service Provider, M/s E-Procurement Technologies Limited.

\* Bidders who wish to participate in online tenders will have to register with the website (<https://www.tenderwizard.com/UCOBANK>) through the "Register" link provided on the home page. Bidder will create login id & password on their own in registration process.

\* Following facilities shall be provided to registered bidders by the service provider M/s E-Procurement Technologies Limited:

a) Support to the Bidders for participating in the bids through e-tendering Website.

b) Call centre support/ email/ phone/mobile etc. in all possible medium.

c) Registration with the e-tendering website.

d) User Manual / Training Kit to the Bidder.

e) Any no. of users of Bidder organization can take support on the e-tendering system.

f) Bidder who wish to participate in this tender need to procure Digital Signature Certificate (for Signing and Encryption) as per Information Technology Act-2000 and CVC guidelines using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact M/s Antares Systems Ltd. at below mentioned address and they will assist them in procuring the same.

Bidders who already have a valid Digital Signature Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact:

Antares Systems Ltd.

Registered Office at: #137/3, 'Honganasu' Kengari, Bangalore – 560060.

Phone: - 080-49352000 / 40482000

Fax: - 080-49352034

	<p>Help Desk:  Contact Person: Mr. Kushal Bose/ Mr. Biswajit Chakraborty  Mobile no. 96747-58719/09674758723  (On working days-0900 hours–1800 hours)  e-mail: kushal.b@antaressystems.com  <a href="mailto:siddharthasundar.m@antaressystems.com">siddharthasundar.m@antaressystems.com</a></p> <p>Bidders who wish to participate in e-Tender need to fill data in predefined forms of RFP, Technical, Price bid available in respective tender only.</p> <p>h) Bidder should upload scanned copies of reference documents in support of their eligibility of the bid and as per the instructions given in tender documents</p> <p>After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid</p>
<b>Email address</b>	<p><a href="mailto:hodit.proc@ucobank.co.in">hodit.proc@ucobank.co.in</a>  <a href="mailto:kushal.b@antaressystems.com">kushal.b@antaressystems.com</a>  <a href="mailto:subrata.s@antaressystems.com">subrata.s@antaressystems.com</a></p>
<b>Contact Telephone/Fax Numbers</b>	<b>Tel: 033-44559756/ 9770/9758</b>

**Note:** UCO Bank reserves the right to accept or reject in part or full, any or all tenders without assigning any reason whatsoever and without any cost and compensation therefore. Any decision of UCO Bank in this regard shall be final, conclusive and binding on all the Tenderers. EMD, Tender Fee and all the documents executed on non-judicial stamp paper should be submitted in hard copy on or before bid submission date.

## **PART - I**

### **1 INTRODUCTION**

UCO Bank, a body Corporate, established under The Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata - 700001, India, hereinafter called "The Bank", is one of the leading public sector Banks in India having more than 3200+ Domestic Branches, two Overseas Branches one each at Singapore & Hong Kong Centres, 2200 + ATMs & Cash Recycler Machines, 1000 + Passbook Printing Kiosk spread all over the country. All the branches of the Bank are CBS enabled through (Finacle 10. X) as a Core Banking Solution. Latest state of art i.e. E-Banking & M-Banking solution to facilitate our customers to fulfil their banking need 24\*7.

### **2 OVERVIEW OF TENDERING PROCESS**

The Bank intends to procure Video Conferencing Endpoints and Table Microphones. UCO Bank invites bids from the prospective bidders having proven past experience and competence in the field of Video Conferencing Endpoints and Table Microphones.

### **3 DUE DILIGENCE**

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this bid. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which UCO Bank shall not be held responsible

### **4 ELIGIBILITY CRITERIA**

Only those Bidders who fulfil the following criteria are eligible to respond to the RFP. Offers received from the bidders who do not fulfil all or any of the following eligibility criteria are liable to be rejected.

<b>Sl. No.</b>	<b>Eligibility Criteria</b>	<b>(Proof of documents required / must be submitted)</b>
1.	Bidder should be a limited	1. Certificate of Incorporation issued by Registrar of Companies

	company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on Bid submission date	along with 2. Copies of Memorandum of Association 3. Copies of Articles of Association 4. Shareholding pattern 5. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.
2.	The bidder should be either Original Equipment Manufacturer (OEM) of proposed devices or their authorized representative in India whose product they are proposing.	An authorization letter from OEM (MAF) to this effect should be furnished as per Annexure-II. This letter should specify that in case authorized representative is not able to perform obligations as per contract during contract period, the OEM would provide the same.
3.	The Bidder should have a minimum annual turnover of <b>Rs. 2 crores per year, during the</b> last three financial years (i.e.,2020-21, 2021-22 & 2022-23).	Copy of audited balance sheet of the company for financial years i.e., 2020-21, 2021-22 & 2022-23 should be submitted. Certificate from Chartered Accountant stating Turnover, Net- worth and Profit/Loss for last three financial years i.e., 2020-21, 2021-22 & 2022-23 should be submitted.
4.	The Bidder should have positive Net Worth in last three financial years. (i.e., 2020-21,2021-22 & 2022-23)	
5.	Bidder should have supplied, installed and commissioned minimum 50 nos. of Video Conference endpoints, connected through a centralized solution in at least 1(one) organization (PSU / Central or State Government in India / BFSI in India) in last 3 financial year.	Copy of purchase order with 1. Installation certificate or 2. Reference letters or 3. Any other relevant documents acceptable to the Bank
6.	The proposed OEM product (VC Endpoints) must have been supplied to minimum 50 nos. of Video Conference Endpoints in at least 1 (one) organizations (PSU / Central or State Government in India / BFSI in India) in last 3 years as on date of bid submission.	Copy of purchase order with 1. Installation certificate or 2. Reference letters or 3. Any other relevant documents acceptable to the Bank
7.	The bidder should ensure that there are no legal proceedings/inquiries/	Undertaking is to be Submitted in company's letter head to be submitted.

	investigations have been commenced/pending/ threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	
8.	Bidder should not have been debarred / black-listed by any bank or RBI or any other regulatory authority or Financial Institutions in India as on date of Bid submission.	'Annexure-I' to be submitted

**Note:** In this tender process either authorized representative / distributor / dealer in India on behalf of Principal OSD/OEM (Original Software Developer) or Principal OSD/OEM itself can bid but both cannot bid simultaneously. In such case OSD bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OSD/OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OSD/OEM in the same tender for the same item or product.

The service provider must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the already submitted documents. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the service provider.

## PART – II

### 1. SCOPE OF WORK

1. Successful bidder shall supply and Install VC endpoints along with Table Microphones at the Head Offices, Zonal Offices, 02 (Two) Overseas Branches and training Centres as per the **Annexure – XVII** as per the technical specification.
2. Bank has 02 (two) overseas branches. The successful bidder needs to supply, install, commissioning VC endpoints at its overseas locations as mentioned in annexure - XVII and required onsite support for faulty / non-functioning VC endpoints and its accessories.
3. The scope of work should be read along with the technical specifications to ensure complete compliance to the scope of work.
4. The VC endpoints should provide Audio and Video Conferencing along with collaborative capabilities such as document, presentation, video and audio sharing from the room based HDVC systems.
5. Proposed VC endpoints should support audio-based conferencing also.
6. The proposed VC endpoints should have provision for the support of external table microphones.
7. The VC endpoints should be accompanied with Table Microphone. VC endpoints and Table Microphones should be of the same make for seamless integration.
8. All Table microphones should be provided along-with the connecting cable of minimum 10 meters.
9. The successful bidder needs to install all the associated equipment needed to complete the job as per the technical specification described in this tender.
10. All necessary cables used for VC Endpoints set-up (like LAN Cables, MIC connecting cables, HDMI cables for external input and output devices and any other cables if required) should be provided by successful bidder from day one and same should be replaced when it becomes faulty within the contract period without any additional cost to the Bank.
11. The proposed VC end-points should have provision for the support of audio output through HDMI cable to external Televisions.
12. A detailed user manual for setup and use should be provided for the VC endpoints and Table Microphones.
13. Bank is currently using two number of CISCO Meeting Servers (CMS 1000), CISCO BE6M (CUCM) and CISCO BE7M Servers. The selected bidder has to integrate new VC endpoints and Table Microphones seamlessly with the

existing Cisco Servers and will ensure interoperability with voice and video calling, content sharing and recording facilities between the new VC endpoints and Cisco Servers. Integration of VC endpoints and Table Microphones should be with full functionalities.

14. The proposed VC endpoints should support audio and video conferencing along with document, presentation, video and audio sharing and recording with IP telephones of model CISCO 8875.
15. In the case of faulty / non-functioning one or many services in VC endpoints or Table Microphones, substitute of same should be provided, with similar or higher specification, within 24 hours from call lodge at installed location without any additional cost to the Bank and replacement of faulty endpoints or Table Microphones must be completed within seven (07) calendar days from call lodge with same or higher specification including all functionality.
16. VC endpoints should be capable to dial out the participant to take them into a call in a hassle-free manner.
17. The endpoints should support Point to Point (P2P) and Multipoint calls on HD resolution (720p and 1080p) and should support 4K display.
18. The successful bidder should co-ordinate with the Network System Integrator of the Bank to resolve the same. Further if the problem could not be resolved, the successful bidder should arrange senior resource from their end or from OEM onsite to resolve the issue.
19. Successful bidder should own the responsibility of maintaining the entire endpoints and Table Microphones uptime as per the defined SLA.
20. Successful bidder is expected to offer endpoints and table microphones covering all the functionality as mentioned in this RFP document. Incomplete responses are liable for rejection.
21. Back-to-Back OEM support should be available for the maintenance, support, replacement, upgradation, patches fixes, vulnerabilities assessment based on periodic bulletins issued by the OEM. The OEM Help desk must be available 24x7 for components of VC endpoints and table microphones in the IST (Indian time zone) and should be accessible by the Bank via Web, Phone and email. If needed the OEM engineer has to visit the Bank site to resolve the issue.
22. Installation of the components of the VC endpoints and table microphones should be neat and clean and cabling should be done in structured manner.
23. Successful bidder has to supply and install the necessary licenses, software and operating systems to meet the intent/specifications of the RFP. The cost of such licenses should be included in VC endpoints cost as mentioned in Bill of Material (BOM). Bank will not pay any additional cost/charges for the same.

24. Proposed endpoints' hardware and software should be upgradable to meet the future requirement without any degradation in the quality of video conferences.
25. The successful bidder shall not quote for the products, whose End of sale, End of Support, End of Life has been declared by the OEM. The Successful bidder has to ensure that any equipment supplied as part of this RFP should not reach either end of support or end of life for at least 5 years postdate of acceptance of such equipment by the Bank. In the event if any equipment supplied by the successful bidder, reaches either end of support or end of life as stipulated in this clause, within the period of 5 years, the successful bidder has to immediately replace/upgrade the equipment at no additional cost to the Bank.
26. Successful bidder should be ready to give 3 years product support for active components from the OEM and maintain the "Total endpoints" and "Table Microphones" for 3 years both from the date of Acceptance. If, Successful bidder is unable to provide support for the said period then the Successful bidders shall upgrade the component/ sub-component with an alternative that is acceptable to the Bank at no additional cost to and without causing any performance degradation and/or project delays accordingly a written undertaking to be submitted.
27. The OEM shall commit to provide product support for active components for a period of 5 years from the date of Acceptance. If, the OEM is unable to provide support for the above period, the OEM should upgrade the component/ sub-component with an alternative that is acceptable to the Bank at no additional cost to and without causing any performance degradation and/or project delays.
28. Only licensed copies of software should be supplied and ported on the system. All the software supplied should be of latest version and later upgradation should be done to the latest version. There should not be any additional cost to Bank for installation and upgradation of software in any component of HD endpoints.
29. The successful bidder shall co-ordinate and co-operate with the other partners appointed by the Bank so that the work shall proceed smoothly without any delay and to the satisfaction of Bank.
30. The successful bidder has to provide their & OEM's complete escalation matrix along with which should be updated and sent to Bank as and when there is a change.

31. The successful bidder/OEM should not outsource the contract to sub-contractor. An undertaking to this effect should be submitted by the successful bidder.

## **2. DESIGN & ARCHITECTURE**

1. Bank expects the successful bidder to submit a detailed plan for implementation of the project which should include the full scope of the project. On acceptance of such plan by the Bank, the successful bidder is required to carry out the implementation including supply, installation, commissioning, testing of equipment, maintenance etc.
2. The successful bidder has to prepare test-plan, implementation plan, integration plans and rollback strategies.
3. The successful bidder shall implement the VC endpoints and table microphones in line with best practices in the industry, regulatory guidelines as modified from time to time or any other law of the land which may be applicable.
4. The successful bidder has to provide SOP (Standard Operating Procedure), SCD (Secured Configuration Document), Configuration etc. before project signoff.
5. Successful bidder needs to prepare a detailed execution plan. The complete documented plan must be submitted to Bank within 2 weeks of issuance of purchase order. The actual execution will start only after approval of plan.
6. The plan shall include deployment schedule, installation of the equipment shall be done as a planned activity on a date & time of approved deployment schedule.
7. Design and document a Project implementation plan with significant milestones marked on it.
8. Bank may ask successful bidder for doing necessary change in the configuration as and when required.

## **3. INSPECTION & ACCEPTANCE PROCEDURE**

1. Physical Inspection and preliminary testing of the VC endpoints and Table Microphones shall be done at Bank, in the presence of representatives of the bidder and will comprise of the following:
  - a) All equipment/appliances required for the VC endpoints and Table Microphones have to be newly procured for this project. No re-used equipment/appliances shall be accepted.
  - b) Physical verification of equipment as per the supply contract.

- c) Physical inspection of the equipment for any physical damage.
  - d) "Power on self-test" to ascertain that no product/s is dead on arrival.
  - e) Physical verification of Licenses, Software media, technical documentation as per purchase order.
  - f) Registering the Hardware & Software License with OEM for validation and desired technical support.
2. The Goods supplied by the Successful bidder should meet the technical specifications envisaged in this tender document.
  3. Acceptance tests should explicitly demonstrate the various aspects mentioned in the technical specifications and the scope of work.
  4. The VC endpoints will be considered to have been commissioned when all services as described in this tender document are able to run smoothly over the network. Mere installation of appliances/equipment with out-of-the box features will not be considered as commissioning of the proposed endpoints.

#### **4. Compliance With IT Security Policy**

1. The proposed VC endpoints and Table Microphones should provide adequate security in terms of authentication for joining the video conference.
2. Successful bidder shall ensure that during various phases of implementation, the performance, security, etc. is not compromised.
3. The successful bidder shall have to comply with Bank's IT Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Successful bidder without any additional cost to the Bank. Some of the key areas are as under:
  - a) Responsibilities for data and application privacy and confidentiality.
  - b) Responsibilities on system and software access control and administration.
  - c) Custodial responsibilities for data, software, hardware and other assets of Bank being managed by or assigned to the Successful bidder.
  - d) Physical Security of the facilities.
  - e) Incident response and reporting procedures
  - f) Password Policy.
  - g) Access management Policy.
  - h) Acceptable usage Policy (Authentication and Identity Management, Authorization and access control).
  - i) Data Encryption / Protection requirements of Bank.
  - j) Cyber Security Policy

k) Auditing.

l) In general, confidentiality, integrity and availability, non-repudiation, authenticity, privacy of data/information must be ensured.

m) Responsibilities in carrying out background verify

## **5. DEPLOYMENT, MANAGEMENT OF VC ENDPOINTS AND TABLE MICROPHONE COMPONENTS**

1. The successful bidder shall do the Installation of all components (both active and passive) to commission and sustain the VC endpoints and Table Microphone as per the technical specifications.
2. Successful bidder has to do end-to-end delivery, installation, commissioning of the endpoints and Table Microphones as well as implementation and customization etc. as per best practices and Bank's requirements. The successful bidder will ensure seamless integration of its equipment for functioning of existing Centralized Video Conferencing endpoints with no/minimum possible downtime.
3. The successful bidder has to ensure seamless audio and video quality, camera, microphone, speaker settings etc. as per Bank's requirement.
4. The successful bidder will repair / replace the equipment/appliance in case of any problem arises out of it and during the currency of the contract period will repair / replace as per warranty conditions. A functional standby has to be provided as per the SLA conditions and replacement should be done with similar or higher specification without any additional cost to the Bank. Any functional standby has to be of an equivalent or higher configuration failing which penalties as per SLA would be applicable.
5. The successful bidder will own the responsibility of maintaining the VC endpoints and Table Microphones uptime as per the defined SLAs.
6. In case of breakdown of any component of the VC endpoints the successful bidder has to rectify the same as per time frame laid out in the SLA, failing which penalty would be applicable.
7. If, the breakdown is due to any of the exclusions mentioned in the SLA, the successful bidder has to provide a functional standby of equivalent or higher configuration, failing which penalties as stipulated in the SLA would be applicable.
8. Successful bidder shall ensure that the quality of methodologies for delivering the Products/Services, adhere to quality standards/timelines stipulated thereof.
9. Successful bidder shall be willing to transfer skills to relevant personnel of the Bank, by means of training and documentation.

10. Successful bidder shall provide and implement patches/ upgrades/ updates for Products (software/ firmware/ OS) as and when released by Successful bidder/ OEM free of cost. Successful bidder should bring to notice of the Bank all releases/ version changes.
11. Successful bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Successful bidder has to support older versions of the OS/firmware/middleware etc. in case the Bank chooses not to upgrade to latest version.
12. Successful bidder shall provide maintenance support for the Product including embedded software/ OS/ middleware etc. over the entire period of Contract.
13. All product updates, upgrades & patches shall be provided by Successful bidder free of cost during the contract period.
14. Successful bidder should inform Bank about all release /version change of patches/ upgrades/updates of Hardware/software/OS/Middleware etc. as and when released and will implement the same in all End-Points supplied under the contract within 1 month of such release.
15. Successful bidder shall provide legally valid firmware/software. The detailed information on license count and type of license should also be provided to the Bank.
16. Successful bidder shall keep the Bank explicitly informed the end of support dates on related Products including embedded software/ OS/ middleware etc. should ensure support during the contract period.
17. The successful bidder has to provide a complete procedural workflow for scheduling of calls and ad-hoc calls.
18. The successful bidder has to provide out-of-the-box reports and customized reports templates based on the needs of Bank. These reports shall include, but are not limited to, providing information regarding billing, service availability, usage metrics of video conferencing meetings etc.
19. The bidder / OEM should have service support with engineers having experience in VC maintenance for providing support at different locations as per Annexure-XVII

## **6. TRAINING**

1. Successful bidder shall train specified Bank employees for operational Management of the endpoints and Table Microphones. Training shall be provided at no additional cost to Bank through OEM approved Authorized agencies/faculties/partner.

2. Pre-Implementation: Provide training to the Bank personnel/ Onsite support team on the product architecture, functionality and the design for each endpoint and Table Microphones under the scope of this RFP.
3. Successful bidder shall prepare the Documentation and do the knowledge transfer after each patch/version update.
4. All out of pocket expenses related to training shall be borne by the successful bidder

## Part-III

### 1. Tender document and Fee

A complete set of tender documents can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of **Rs. 1500/- (Rupees One Thousand Five Hundred Only)** in the form of Demand Draft or Banker's Cheque in favour of UCO Bank, payable at Kolkata.

The tender document may also be downloaded from the Bank's official website [www.ucobank.com](http://www.ucobank.com) and <https://www.tenderwizard.com/UCOBANK>. The bidder downloading the tender document from the mentioned website is required to submit a non-refundable fee of **Rs. 1500/- (Rupees One Thousand Five Hundred Only)** in the form of Demand Draft or Banker's Cheque in favour of UCO Bank, payable at Kolkata, or NEFT at the time of submission of the bid, failing which the bid of the concerned bidder will be rejected.

In case of bidders being an MSME under registration of any scheme of Ministry of MSME, they are exempted from the submission of EMD and the Tender Cost / Fee. A valid certificate in this regard issued by the Ministry of MSME has to be submitted.

#### **The Bank details are as below:**

<b>Bank details for Tender Fee</b>	<b>Address for Obtaining printed copy of RFP</b>
Account Number-18700210000755 Account Name- M/s H O DIT Branch- DD Block, Salt Lake branch IFSC- UCBA0001870 MICR-700028138	UCO Bank, Head office-II, Department of Information Technology 7 <sup>th</sup> floor , 3&4 DD Block, Salt lake City, Sector-1, Kolkata – 700064 Ph. No.- 033- 4455 9433/9770

### 2. EARNEST MONEY DEPOSIT

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 180 days together with a claim period of 30 days in favour of UCO Bank payable at Kolkata for an amount mentioned hereunder:

<b>Particulars of Job to be undertaken</b>	<b>Earnest Money Deposit</b>
Procurement of Video Conferencing Endpoints and Table Microphones	Rs.5,00,000/- (Rupees Five Lakh Only)

Non-submission of Earnest Money Deposit will lead to outright rejection of the offer. The EMD of unsuccessful bidders will be returned to them on completion of the

procurement process without any interest thereon. The EMD of successful bidder(s) will be returned to them on submission of Performance Bank Guarantee (s) either at the time of or before the execution of Service Level Agreement (SLA).

The Earnest Money Deposit may be forfeited under the following circumstances:

- a. If the bidder withdraws its bid during the period of bid.
- b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. The selected bidder withdraws his tender before furnishing on unconditional and irrevocable Performance Bank Guarantee.
- d. The bidder violates any of the provisions of the terms and conditions of this tender specification.
- e. In case of the successful bidder, if the bidder fails:
  - To sign the contract in the form and manner to the satisfaction of UCO BANK.
  - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK either at the time of or before the execution of Service Level Agreement (SLA).

### **3. REJECTION OF THE BID**

The Bid is liable to be rejected if:

- i. The document doesn't bear signature of authorized person on each page signed and duly stamp.
- ii. It is received through E-mail.
- iii. It is received after expiry of the due date and time stipulated for bid submission.
- iv. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ deviation of terms & conditions or scope of work/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Bid document are liable for rejection by the Bank.
- v. Bidder should comply with all the points mentioned in the BID. Non-compliance of any point will lead to rejection of the bid.
- vi. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

- vii. The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Bid document.
- viii. Non-submission of Integrity Pact as per format given Bid document.

#### **4. MODIFICATION AND WITHDRAWAL OF BIDS**

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, the EMD will be forfeited by the bidder.

#### **5. INFORMATION PROVIDED**

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

#### **6. CLARIFICATION OF OFFER**

To assist in the scrutiny, evaluation and comparison of offers/bids, UCO Bank may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of UCO Bank in this regard shall be final, conclusive and binding on the bidder.

#### **7. LATE BIDS**

Any bid received by the Bank after the deadline (Date and Time mentioned in Bid Details table / Pre-Bid / subsequent addendum / corrigendum) for submission of bids, will be rejected and / or returned unopened to the bidder.

#### **8. ISSUE OF CORRIGENDUM**

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this bid.

#### **9. FOR RESPONDENT ONLY**

The bid document is intended solely for the information to the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.

#### **10. DISCLAIMER**

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

#### **11. PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSE)**

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/ Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity.

#### **12. COSTS BORNE BY RESPONDENTS**

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.

### **13. NO LEGAL RELATIONSHIP**

No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.

### **14. CANCELLATION OF TENDER PROCESS**

- a. UCO BANK reserves the right to accept or reject in part or full any or all offers at its sole discretion at any stage without assigning any reason thereof and without any cost or compensation therefor. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidders.
- b. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action.

### **15. CORRUPT AND FRAUDULENT PRACTICES**

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution

**AND**

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

#### **16. PERIOD OF BID VALIDITY**

Bids shall remain valid for **90 (Ninety)** days after the date of bid opening prescribed by UCO BANK. UCO BANK holds the rights to reject a bid valid for a period shorter than 90 days as non-responsive, without any correspondence. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The EMD provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its EMD. In any case the EMD of the bidders will be returned after completion of the process.

#### **17. NO COMMITMENT TO ACCEPT LOWEST OR ANY BID**

UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this Bid and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. UCO Bank reserves the right to make any changes in the terms and conditions of purchase. UCO Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.

#### **18. ERRORS AND OMISSIONS**

Each Recipient should notify Bank of any error, omission, or discrepancy found in this BID document in the form of pre-bid queries within the time as given in control sheet.

#### **19. ACCEPTANCE OF TERMS**

A Recipient will, by responding to Bank bid document, be deemed to have accepted the terms as stated in the bid document.

## **20. BID RESPONSE**

If the response to this bid does not include the information required or is incomplete or submission is through Fax mode or through e-mail, the response to the bid is liable to be rejected.

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting bid process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

## **21. NOTIFICATION**

Bank will notify the Respondents in writing as soon as possible about the outcome of the bid evaluation process, including whether the Respondent's bid response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

## **22. ERASURES OR ALTERATIONS**

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initiated / authenticated by the person/(s) signing the Bid.

## **23. CLARIFICATIONS ON AND AMENDMENTS TO Bid DOCUMENT**

Prospective bidders may seek clarification on the Bid document by letter/fax/e-mail till the date mentioned in the bid control sheet. Further, at least 7 days' time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the BID contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website.

## **24. LANGUAGE OF BIDS**

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.

## **25. AUTHORIZED SIGNATORY**

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by person who is duly authorized by the Board of Directors / Competent Authority of the bidder or having Power of Attorney.

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board certified by Company Secretary along with Power of Attorney duly stamped, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond.

**The bidder shall furnish proof of signature identification for above purposes as required by the Bank.**

## **26. ADOPTION OF INTEGRITY PACT**

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected i.e., bids without IP will be summarily rejected. The essential ingredients of the Pact include:

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

- vi. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- vii. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- viii. For Joint Ventures (JV) entities, Integrity Pact should be signed by all partners.
- ix. In case of foreign contractor, details of their Indian counterpart should be submitted to Bank by the vendor

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

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

**1. Shri Rajan S Katoch**

A-91, Alkapuri,  
Bhopal, MP- 462022  
email: [rkatoch@nic.in](mailto:rkatoch@nic.in)

**2. Shri Hare Krushna Dash**

House.No.829, Sector 8  
Gandhinagar- 382007, Gujarat  
email: [hkdash184@hotmail.com](mailto:hkdash184@hotmail.com)

**All pages of Integrity Pact (IP) must be signed and stamped Integrity Pact (IP) should be deposited with IT Department undertaken procurement at the address mentioned along with BID document.**

**27. PREFERENCE TO MAKE IN INDIA**

The policy of the Govt. of India to encourage "Make in India" and promote manufacturing and production of goods and services in India, "Public Procurement (Preference to Make in India), Order 2017 and the revised order issued vide GOI, Ministry of Commerce and Industry, Department for Promotion of

Industry and Internal trade, vide Order No. P-45021/2/2017-PP (BEII) dated 04.06.2020 will be applicable for this tender.

**Purchase Preference:** In procurement of all goods, services or works in respect of which Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only "Class-I Local Supplier", as defined under the order, shall be eligible to bid irrespective of purchase value.

In procurements of goods or works which are divisible in nature, the "Class-I Local Supplier" shall get purchase preference over "Class-II Local Supplier" as well as "Non-Local Supplier", as per following procedure:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- If L1 bid is not a 'Class-I local supplier', 50% of the order quantity in toto shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers then such balance quantity may also be ordered on the L1 bidder.

In procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get Purchase Preference over 'Class-II Local Supplier' as well as 'Non-Local Supplier' as per following procedure:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class – I Local Supplier', the contract will be awarded to L1.
- If L1 is not 'Class –I Local Supplier, the lowest bidder among the 'Class-I Local Supplier', will be invited to match the L1 price subject to Class –I local suppliers quoted price falling with in the margin of purchase preference and the contract shall be awarded to such 'Class -I Local Supplier' subject to matching the L1 price.
- In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of Purchase Preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case of none of the 'Class-I Local Supplier' within

the margin of Purchase Preference matches the L1 price, the contract may be awarded to the L1 bidder.

- "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

### **28.1 For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order):**

- "Local content" means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- "**Class-I Local supplier**" means a supplier or service provider whose product or service offered for procurement has local content equal to or more than 50%.
- "**Class-II local supplier**" means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
- "**Non-Local Supplier**" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- "**Margin of purchase preference**" means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

### **28.2 VERIFICATION OF LOCAL CONTENT:**

- a. The 'Class-I local supplier'/'Class-II Local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self –certification that the item offered meets the local content requirement for 'Class –I Local Supplier'/'Class –II Local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In case of procurement for a value in excess of Rs 10 Crores, the 'Class-I Local Supplier/ 'Class-II Local Supplier 'shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in

respect of suppliers other than companies) giving the percentage of local content.

The local supplier at the time of submission of bid shall be required to provide a certificate as per **Annexure-XV** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content

The Bank shall follow all the guidelines/notifications for public procurement.

## **29. RESTRICTION ON PROCUREMENT DUE TO NATIONAL SECURITY**

Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). A copy of the valid Certificate to be attached with the Bid. Certificate as per the **Annexure - XVI** to be attached along with the Bid. Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

Reference is made to Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of defence in India, or matters directly or indirectly, related thereto, including national security.

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or

- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or.
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

**iv.** The beneficial owner for the purpose of (iii) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

**Explanation:**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - 1. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - 2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - 3. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - 4. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

### **30. NORMALIZATION OF BIDS:**

The Bank has discretion to go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible to ensure that eligible bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the eligible bidders to re-submit the technical and commercial bids once again for scrutiny.

The resubmissions can be requested by the Bank in the following two manners:

- Incremental bid submission in part of the requested clarification by the Bank.
- Revised submissions of the entire bid in the whole.

The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The eligible bidder/s have to agree that they have no reservation or objection to the normalization process and all the technically short-listed bidders will, by responding to this BID, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The shortlisted bidder/s, by submitting the response to this BID, agrees to the process and conditions of the normalization process.

### **31. AWARD OF CONTRACT**

The bidder who qualifies in the eligibility, technical evaluation & POC evaluation will qualify for commercial evaluation. The bidder whose bid has been determined to be responsive and who quotes the lowest price will be treated as L1 Bidder. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder(s). In case the quoted price is on the higher side Bank reserve the right to cancel the bid.

### **32. DELIVERY, INSTALLATION & COMMISSIONING**

<b>Particulars</b>	<b>Timelines</b>
Delivery of Devices	08 Weeks from issuance of PO/ Signing of SLA whichever is earlier

The bidder has to extend necessary support as and when required by the Bank during the commissioning / implementation of the devices in co-ordination with the Network SI. The delay period of site readiness will not be included in above-mentioned delivery and installation period. However appropriate LD will be levied on account of delay due to reasons attributable to the bidder.

If required, for particular device, Bank may change the delivery location before the actual delivery.

- Successful bidder shall provide such packing of the Products as is required to prevent its damage or deterioration during transit thereof to the location given by the Bank.
- Delivery, installation and commissioning of the Products shall be made by successful bidder in accordance with the system approved / ordered and within the time schedule given in RFP Document.
- The delivery will be deemed complete when the Products/ components/ associated software/firmware are received in good working condition at the designated locations, mentioned in this Bid.
- The installation will be deemed to be completed, when the Product including all the hardware, accessories/components, firmware/system software, and other associated software have been supplied, installed and operationalized as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Bank. Successful Bidder has to resolve any problem faced during installation and operationalization.
- In addition, successful bidder will supply all associated documentation relating to the Products/hardware, system software/firmware, etc. The Product(s) are considered accepted (commissioned and operationalized) after signing the acceptance test plan document jointly by the representative of the Bank and the engineer from successful bidder.
- For the system & other software/firmware required with the hardware ordered for, the following will apply: -
  - a) Successful bidder shall supply standard software/firmware package published by third parties in or out of India in their original publisher-packed status only, and have procured the same either directly from the publishers or from the publisher's sole authorized representatives only.
  - b) Successful bidder shall provide complete and legal documentation of all sub

systems, licensed operating systems, licensed system software /firmware, licensed utility software and other licensed software. Successful bidder shall also provide licensed software for all software/firmware whether developed by them or acquired from others.

- c) In case Successful bidder is providing software/firmware which is not its proprietary software then Successful bidder should have valid agreements with the software/firmware successful bidder for providing such software/firmware to the Bank, which includes support from the software/firmware successful bidder for the proposed software for the entire period required by the Bank.

### **33. DELIVERY LOCATION:**

The selected bidder has to deliver & install the hardware items at the location specified in Annexure-XVII. Bidders should note the same while quoting the commercials. Bank reserve the to change the delivery location based on the business requirement of the bank. The exact quantity and address will be shared with the successful bidder.

### **34. CONTRACT PERIOD:**

The tenure of the Contract will be initially for a period of **05 (Five)** years effective from the date of execution of SLA/PO whichever is earlier, unless terminated earlier by the Bank by serving 90 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation thereof.

However, after the completion of initial contract period of 05 year the contract may be extended/renewed on mutually agreed terms and conditions and cost for further 02 (two) years.

The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.

The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank.

During the contract period selected bidder will have to fix bugs and carry out the necessary rectifications, wherever necessary and deliver patches/ version

changes effected. Provision should be available for version control and restoring the old versions in case of need by the Bank.

In case bidder fails to provide necessary updated and bugs fixing OEM has to provide support to the Bank without any additional cost to the Bank.

If any additional cost is incurred it has to be borne by the bidder itself.

### **35. WARRANTY & AMC**

The Selected Bidder must provide 3 (three) year on-site comprehensive warranty for all hardware, software, licenses etc. and peripheral items to be supplied covering all parts and labour from the date of acceptance of the systems at the respective locations and two-year AMC (4th Year AMC & 5th Year AMC).

by the Bank at the respective locations.

- i. During the warranty period, the selected bidder will have to undertake comprehensive maintenance of the entire hardware, hardware components, system software and accessories supplied by the vendor. iOS patch application as required by Bank from time to time will be the responsibility of the vendor during the contract period.
- ii. The bidder shall be fully responsible for the manufacturer's warranty for all equipment, accessories, spare parts etc. against any defect arising from design, material, manufacturing workmanship, or any act or omission of the manufacturer / bidder or any defect that may develop under normal use of supplied equipment during the warranty period.
- iii. Warranty shall not become void even if Bank buys any other supplemental hardware from a third party installs it with / in these machines. However, the warranty will not be applied to such hardware installed. Besides the above, the vendor will have to enter into Service Level Agreement (SLA) with the Bank.

### **36. PAYMENT TERMS**

Payment shall be made to the selected bidder as per the following payment schedule:

- a) No advance payment will be made.
- b) Bidder has to raise invoices in Indian Rupees only.
- c) **50 %** of the order value and GST and other applicable duties on actual basis will be paid on delivery, after realizing penalty charges for late delivery, if any.

The claim for payment should contain proof of delivery, signed by an authorized official of the bank / branch at the respective sites etc.

- d) **40%** of the order value along with applicable taxes will be paid on actual basis after successful implementation & installation and Go-live of said project. In case, the item is delivered but the installation is delayed on account of site not ready **20%** payment may be released on production of site not ready (SNR) certificate from the concerned Site and **20%** of payment will be released after completion of the installation as mentioned above.
- e) The balance 10% of value of the equipment will be paid after the expiry of warranty period or on submission of a performance Bank Guarantee (BG) to the Payment Authority for equivalent amount till warranty period of 3 years.
- f) Payment for 4<sup>th</sup> and 5<sup>th</sup> year AMC will be paid in quarterly on arrear basis after deducting penalties, if any.

### **37. PAYING AUTHORITY**

The payments as per the Payment Schedule covered hereinabove shall be paid by the Head office-DIT.

### **38. PERFORMANCE BANK GUARANTEE**

The selected Bidder shall, within a period of fifteen (15) days from the date of Letter of Intent (LOI)/Purchase Order (PO) have to furnish a Performance Bank Guarantee, format as per Annexure – IV issued by any scheduled commercial bank (other than UCO Bank) equivalent to 5% of the project cost/Total Cost of Ownership (TCO) valid for a period of 63 months (60months + a claim period of three (3) months) from the date of Purchase Order (PO) for indemnifying any loss to the Bank.

However, the selected Bidder may have to extend the validity of the Performance Bank Guarantee for a period of further 2 year as required by the Bank extends the contract period on mutually agreed terms.

The Performance Bank Guarantee shall act as a security deposit either in case the selected Bidder is unable to commence the project within the stipulated time or the commencement of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the selected Bidder is not able to fulfil any and/or all conditions specified in

the document or is unable to complete the project within the stipulated time and such breach remains uncured within such period as mentioned in the Clauses of Termination/Order Cancellation. This is independent of the Liquidated Damages (LD) on delivery and installation.

The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Bank Guarantee as and when it is due on the account of non-completion of the project and warranty period.

**In case the Service Level Agreement/Contract is extended, the selected Bidder shall have to submit the Bank Guarantee equivalent to 10% of the project cost/Total Cost of Ownership (TOC) for the extended period along with a claim period of three (3) months.**

### **39. UPTIME & PENALTY**

The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

Any financial loss to the Bank on account of fraud taking place due to Successful Bidder, its employee or their services providers' negligence shall be recoverable from the Successful Bidder along with damages if any with regard to the Bank's reputation and goodwill.

Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the Bidder.

### **40. PENALTIES & SERVICE LEVEL AGREEMENT**

Bank expects that the Bidder shall be bound by the Service Levels described in this document.

The Bidder shall have to enter into "Service Levels Agreement" with Bank covering all terms and conditions of this tender while providing the service support and onsite support. On commissioning of devices, the services should be available on 365 x 24 x 7 basis and hence any technical problem should be resolved within **1 day** of call reported either through troubleshooting /Software upgrade or replacement by standby device or RMA device.

Bidder is expected to response and resolve issue within prescribed time frame mentioned above and needs to strictly adhere to Server Level Agreement (SLA) (SLA format will be shared with selected bidder).

The Bank would expect the bidder to commit to the service level assurances. The SLA will be reviewed on a monthly basis. Penalties will be applicable due to non-functioning of devices/ device parts.

The bidder shall guarantee 100% functionality. Penalties for non-maintenance of SLA will be as per below mentioned table:

<b>Downtime</b>	<b>Penalty Charges (in Rs.)</b>
Device Replacement Within 1 day.	No Penalty
Device Replacement after 1 day for every day delay	Rs. 1000.00 per device/day
Non availability of ATS per day	0.25% of the ATS Cost

Penalties, if any shall be recovered from **any pending pay-out w.r.t any contract with UCO Bank**. The bidder should raise the invoice deducting the applicable penalty amount. The total penalty amount for the contract should not exceed 10% of the TCO. Further if the number of downtime instances for particular device during a quarter exceeds 3 times, the bidder has to replace the Network Device.

#### **41. CANCELLATION OF TENDER PROCESS**

- a. UCO BANK reserves the right to accept or reject in part or full any or all offers at its sole discretion at any stage without assigning any reason thereof and without any cost or compensation therefor. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidders.
- b. Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders

or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action.

#### **42. TERMINATION FOR CONVENIENCE**

The Bank may, by written notice for a period of ninety (90) days sent to the Vendor, terminate the Contract/Service Level Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for Bank's convenience, the extent to which the performance of work under the said Contract/Service Level Agreement is terminated and the date upon which such termination shall become effective.

**In case of Termination for Convenience Bank will provide notice period of 90 days inclusion cure period of 30 days. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days' time the notice for cancellation will become absolute.**

#### **43. TERMINATION FOR INSOLVENCY**

The Bank may at any time terminate the Contract by giving written notice (90 days' notice period) to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

#### **44. TERMINATION FOR DEFAULT**

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract.

In case of Termination for Default Bank will provide notice period of 90 days inclusion cure period of 30 days. However, it is clarified that the notice should specifically contain that the 90 days' period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days' time the notice for cancellation will become absolute.

#### **45. SIGNING OF CONTRACT**

The selected bidder(s) shall be required to enter into a service level agreement (SLA) with UCO Bank, within 15 days of the award of the Bid through a Letter of Empanelment or within such extended period as may be specified.

The SLA shall be based on the requirements of this bid, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.

The selected bidder will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank.

#### **46. APPLICABLE LAW AND JURISDICTION OF COURT**

The Contract with the Selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Kolkata (with the exclusion of all other Courts).

Any bidder can seek clarification related to the bid document by sending e-mail at **hodit.proc@ucobank.co.in** and/or calling at the following numbers: **033 4455 9770/ 9324**.

#### **47. LIQUIDATED DAMAGE**

**Notwithstanding Bank's right to cancel the order, liquidated damages at 0.5% of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total cost of ownership.** Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the Vendor or from the performance Bank Guarantee. Liquidated damages will be calculated per week basis. Dispatch details shall be shared by the vendor regularly after handing over the consignment to the concerned Courier Agency/Indian Postal services.

The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder. Bank may invoke the Bank Guarantee for further delay in in delivery & migration.

#### **48. SINGLE POINT OF CONTACT**

The selected bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP document.

#### **49. FORCE MAJEURE**

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

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics/pandemics,
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area,

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above.

#### **50. PRICE VALIDITY**

The selected bidder will be required to keep the price valid for a period of 90 days from the date of technical bid opening. There shall be no increase in price for any reason whatsoever during the period of 90 days and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial during the price validity period of 90 days.

#### **51. RIGHT TO ALTER QUANTITIES**

The Bank reserves the right to alter the quantity specified in the tender in the event of changes in plans of the Bank. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder. The bank reserves the right to place order for additional hardware/software/licenses at the agreed price during the contract period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the hardware/software/licenses as mentioned above. Bank reserves the right to alter the quantities at any time not exceeding 25% of the total contract value without prior notice to the selected bidder(s).

#### **52. TAXES**

- a. Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the

local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.

- b. The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.
- c. Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.
- d. Bidder shall co-operate fully in the defence of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the selected bidder.
- e. The payments which is/are **inclusive of GST and other taxes, fees etc.** as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, UCO Bank, Head Office – Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

### **53. CONFIDENTIALITY AND SECRECY**

The Bid document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The Bid document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the BID document or any part of it. The Recipient acknowledges that any such revised or amended

document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the BID document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

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

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.
- The selected service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the UCO Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the UCO Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the UCO Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The UCO Bank.
- The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the UCO Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
- **Conflict of interest:** The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- **The successful Bidder is required to execute a Non-Disclosure Agreement to the bank as per bank's format before or at the time of execution of the Service Level Agreement.**

## **54. COMPLIANCE WITH LAWS**

The Vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Contract and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may Occurs or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

All the employees/operator deployed by the Vendor for the digitization activity must comply with government's rules and regulations like Minimum Wages Act, Provident Fund, Labour Law, ESIC facility standard, CVC / RBI guidelines.

This indemnification is only a remedy for the Bank. The Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The Vendor confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000 as amended from time to time or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligation's towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff/ personnel/ representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligation's arising therefrom.

The Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure

or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel/representatives(agents from and against all claims or demands of liability and all consequences that may Occurs or arise for any default or failure on its part to conform or comply with the above and all other statutory obligation's arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Vendor.

The Vendor shall also provide a certificate from Statutory Auditor or Cost Auditor of the Company or from practicing Cost Accountant giving the percentage local contents as defined in PPP order issued by GOI from time to time and applicable for the said procurement/project.

#### **55. COMPLETENESS OF THE PROJECT**

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

#### **56. ORDER CANCELLATION**

The Bank reserves its right to cancel/terminate the Order/Agreement in the event of occurrence of one or more of the following circumstances, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- a) The **selected Bidder/Vendor** commits a breach of any of the terms and conditions of the Letter of Intent/Purchase Order/Agreement;
- b) The selected Bidder/Vendor violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.;
- c) Serious discrepancy in the quality of service of selected Bidder/Vendor expected during the implementation, rollout and subsequent maintenance process;
- d) The selected Bidder/Vendor goes into liquidation voluntarily or otherwise;
- e) An attachment is levied or continues to be levied upon the selected Bidder/Vendor for a continuous period of 7 days upon the effects of the order;
- f) The progress regarding execution of the order by the selected Bidder/Vendor is found to be unsatisfactory;
- g) Non-compliance by the selected Bidder/Vendor of the scope of the job;
- h) Repetitive failure of the deployed personnel of the selected Bidder/Vendor to perform the job to the satisfaction of the Bank;

- i) The selected Bidder/Vendor fails to complete the assignment as per the timelines prescribed in the Work Order/ said Agreement/Contract and the extension, if any allowed.
- j) On the events of data piracy/privacy/system failures/security failures by the selected Bidder/Vendor;
- k) If deductions on account of liquidated damages exceed more than 10% of the total order price.

In case of cancellation/termination of Order/Agreement due to the above stated situations, the following consequences will entail:

- i. In case the selected Bidder/Vendor fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverables from alternate sources at the risk, cost and responsibility of the selected Bidder/Vendor with the capping of 125% of the original quoted cost for such deliverable.**
- ii. If the selected Bidder/Vendor does not perform satisfactorily or delays in execution of contract, UCO Bank reserves the right to get the balance order executed by another party of its choice, in this event the selected Bidder/Vendor is bound to make good with the capping of 125% of the original quoted cost for such deliverable, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.**
- iii. UCO Bank reserves the right to recover any dues payable by the selected Bidder/Vendor under the contract from any amount outstanding to the credit of the selected Bidder/Vendor, including the bills and /or invoking the Performance Bank Guarantee under this Agreement.
- iv. In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the selected Bidder/Vendor for implementation of project, would necessarily have to be returned to the Bank. If the selected Bidder/Vendor fails to return such payment within thirty (30) days, then the selected Bidder/Vendor have to return the amount to the Bank with interest @ 15% per annum, further the selected Bidder/Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.

- v. The selected Bidder/Vendor shall be liable under this section if the contract/ purchase order has been cancelled in case the sum total of penalties and deliverables exceeds 10% of the TCO.

In case of order cancellation/termination, Bank will notify the selected Bidder/Vendor within Ninety (90) days' notice period inclusive of Thirty (30) days cure period before cancellation/termination of the Order/Agreement. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of cure period of Thirty (30) days, if the selected Bidder/Vendor fails to cure within Thirty (30) days' time the notice for cancellation will become absolute. For the sake of clarity, the period of 90 (Ninety) days will begin from the date of receipt of termination/cancellation notice in accordance with Clause no. 75 of this Agreement. Any other mode of communicating the termination/cancellation of the Agreement will be deemed to be invalid.

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

#### **57. INDEMNITY**

In consideration of the Bank having agreed to accept our offer in terms of Bid Document No. \_\_\_\_\_ Date: \_\_\_\_\_, we the Bidder herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgments, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said bid document and any damage caused from and against all suits and other actions that maybe instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to omission or commission of any act on our part and/or on the part of our employees, representatives, agents and/or associates, sub-contractors in performance of the obligations enumerated under the said bid document.

We the Bidder further irrevocably and unconditionally agree and undertake to hold the Bank harmless, indemnify and keep the Bank indemnified from any of its following acts and deeds, irrespective of the value, genuineness or enforceability of the aforesaid Contract/Agreement or insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO Bank or us or any other circumstance whatsoever which might otherwise constitute a discharge of the Bidder:

- a. material breach of any of the terms of the bid document/ SLA or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty or breach of confidentiality etc., of the service provider under these presents and/or bid document and Service Level Agreement/Contract/Master Service Level Agreement;
- b. infringement of any intellectual property right, patents, trademarks, copyrights etc., including any claims of infringement of any third-party copyright, patents or other intellectual property and/or any third party claims on the Bank for malfunctioning of the equipment, software or deliverables or usage of any license, or such other statutory infringement in respect of all components provided to fulfil the scope of work under these presents and/or bid document and Service Level Agreement/Contract/Master Service Level Agreement;

**PROVIDED HOWEVER (i) Bank notifies BIDDER in writing within 90 days of the claim and/ or Bidder is having knowledge of the same and/or reasonably it should be in notice of the bidder (ii) BIDDER will have control of the defense and all related settlement negotiations, however, if Bank, deem fit and proper may take control of the defense (iii) Bank provides BIDDER with the assistance, information, and authority reasonably necessary to perform the above, and (iv) the Bank will not make any statements, admissions or public remarks which may prejudice to the interest of the bidder.**

**Exclusion:**

**Bidder shall not be obligated or liable under any provision of this Agreement for any performance problem, claim of infringement or other matter to the extent same is resulting, in whole or in part, from:**

**(i) any modification of any Solution (other than a modification made solely by Bidder); (ii) any use of a Solution in breach of the Agreement; (iii) any combination of the Solution with any other software, hardware, product, technology, data or services; (iv) any use of any version of a Solution other than the Supported Release; (v) Bank's failure to implement corrections or changes to a Solution provided by Bidder/ Bidder; (vi) Bank's failure to subscribe to support and maintenance if then offered for the Solution; (vii) any Embedded Software; (viii) any transaction processed on behalf of Bank or its affiliates, users, or customers, including any credit, fraud or counterfeit losses; or (ix) any negligence, wrongful act, or breach of the Agreement by Bank or its Authorized Recipients, users or Customers.**

**“Embedded Software” shall mean embedded or bundled third-party software, including open-source software. A ‘Release’ means the periodic provision of updates or modifications which Bidder, in its discretion, may incorporate into the Solution. A ‘Supported Release’ shall mean the immediately preceding Release, or other Releases made available in the previous twelve (12) months)**

**If any infringement claim is raised by any third party or any person, the Bidder will have the following remedial measures at their expenses:**

- **modify or replace all or part (s) of the Solution to make it non-infringing;**
- **procure for the Bank the right/license to continue using the Solution; or**
- **remove all or part (s) of the Solution. If the Vendor so removes all or a part (s) of a Solution, then the Vendor shall refund the same to the Bank in proportion, if Bank has paid a one-time upfront initial license fee for the Software.**

**However, it is clarified that this remedy will not curtail any of Bank’s rights under this Agreement.**

- c. for any loss or damages caused to the Bank's premises or property, loss of reputation & loss of life etc., solely attributable due to the acts of the Bidder/Bidder's employees, representatives, agents and/or associates;
- d. non-compliance of the Bidder with the applicable laws and/or statutory obligations, if any, in performing its duties as a service provider under the said bid document and Service Level Agreement/Contract/Master Service Level Agreement;
- e. Gross Negligence or wilful misconduct attributable to the Bidder, its employees, representatives, agents and/or associates or any liabilities which pose significant risk;

We shall not enter into any settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the rights, interest and reputation of the Bank (and/or its customers, users and service providers).

**Service Provider will not be liable for any loss of profits revenue, contracts or anticipated savings or and consequential or indirect loss or damages however caused.**

All indemnities shall survive notwithstanding the expiry or termination of Service Level Agreement/Contract/Master Service Level Agreement and we shall continue to be liable under the indemnities.

Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either Party at the address stated in the previously mentioned Agreement/Contract.

We hereby declare that this Indemnity is in addition to the Liquidated Damages as provided in these presents.

#### **58. PUBLICITY**

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

#### **59. PRIVACY AND SECURITY SAFEGUARDS**

The selected bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location. The Selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank Data and sensitive application software.

#### **60. TECHNOLOGICAL ADVANCEMENTS**

The Selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time.

#### **61. EXIT OPTION AND CONTRACT RE-NEGOTIATION**

The Bank reserves the right to cancel the said Agreement/Contract in the event of happening one or more of the following conditions:

- a) Failure of the selected bidder/Vendor to accept the Letter of Intent/Purchase Order and/or failure to furnish the Performance Bank Guarantee within a period of fifteen (15) days of receipt of Letter of Intent/Purchase Order;
- b) Delay in commissioning the Project beyond the specified period;
- c) Delay in completion of the commissioning/implementation and acceptance tests/ checks beyond the specified periods;

Bank will notify the selected bidder/Vendor with Ninety (90) days' notice inclusive of a cure period of thirty (30) days before cancellation/termination. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of a cure period of thirty (30) days, if the Vendor fails to cure within thirty (30) days' times, then the notice for cancellation will become absolute. For the sake of clarity, the period of Ninety (90) days will begin from the date of receipt of termination/cancellation notice. Any other mode of communicating termination/cancellation of the Agreement will be deemed to be invalid. In addition to the cancellation of Purchase Order/said Agreement/Contract, the Bank reserves the right to appropriate the damages through invocation of Performance Bank Guarantee furnished by the selected bidder/Vendor.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Vendor will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of six (6) to twelve (12) months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration. The Bank and the Vendor shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Vendor to the Bank or its designate to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

**The reverse transition period may or may not be within the contract period. In case the reverse transition period falls within the contract period, all the terms & conditions, scope of work mentioned in the contract will hold good along with smooth handover and transitioning of Bank's deliverables to the Bank or it designates/nominees and no extra payment shall be paid by the Bank for such reverse transition. However, if the reverse transition mechanism to be adopted after the expiry of the contract period, the Bank and the Vendor shall together prepare the Reverse Transition Plan for smooth handover and transitioning of Bank's**

**deliverables to the Bank or its designates/nominees including maintenance and facility management. Though in such case the Bank shall have the sole authority to ascertain whether such Plan has been complied with, but the payment for such reverse transition would be determined on pro rata basis or on mutual consent of the Parties.**

## **62. CONSEQUENCES OF TERMINATION**

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

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

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

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

## **63. VERIFICATION**

UCO Bank reserves the right to verify any or all statements made by the vendor in the Bid document and to inspect the vendor's facilities, if necessary, to establish to its satisfaction about the vendor's capacity to perform the job.

#### **64. DISPUTE RESOLUTION MECHANISM**

- a. The Bidder and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
  - i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
  - ii. The matter will be referred for negotiation between Deputy General Manager of The Bank / Purchaser and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- b. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- c. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- d. The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

- e. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

## **65. ARBITRATION**

All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the construction, meaning and operation, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.

Work under the Contract shall be continued by the Selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due to payable by the Bank, to the Selected bidder shall be withheld on account of the on-going arbitration proceedings, if any unless it is the subject matter or one of the subject matters thereof. The venue of the arbitration shall be at KOLKATA, INDIA.

## **66. LIMITATION OF LIABILITY**

- i. For breach of any obligation mentioned in this document, subject to point no. (iii), in no event the Vendor shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total project cost/contract value.
- ii. The selected Bidder/Vendor will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of the loss caused to the Bank.
- iii. The limitations set forth in point no. (i) shall not apply with respect to:
  - a) claims that are the subject of indemnification pursuant to violation of Intellectual Property Rights and Ownership.
  - b) damages occasioned by the gross negligence or wilful misconduct of selected Bidder/Vendor.

c) damages occasioned by the selected Bidder/Vendor for breach of confidentiality obligations.

d) Regulatory or statutory penalty imposed by the Government or any Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the Project.

iv) The selected Bidder/Vendor will not be liable for any loss of profits, revenue, contracts or anticipated savings or and consequential or indirect loss or damages however caused.

**“Gross Negligence”** means an indifference to, and/or a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.

**“Wilful Misconduct”** means any act or failure to act with an intentional disregard of any provision of this BID/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

#### **67. AMENDMENT(S) IN THE CONTRACT / SERVICE LEVEL AGREEMENT**

There shall be no variation(s) in or modification(s) in the terms of the Contract/ Service Level Agreement save and except by a written mutual consent signed by both the Parties i.e., the Bank and Vendor. Bank shall have the discretion/liberty to give effect to any amendment, modification etc. in the Contract/Service Level Agreement, if so required by Bank, sequel to any amendment(s)/ modification(s) etc. in the applicable Laws/Statutes including but not limited to amendment(s)/ modification(s) etc. in the existing Guidelines/ Instructions issued/to be issued by any Regulatory Authority.

#### **68. NON- SOLICITATION**

Both the Parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this Agreement/Contract during the period of the Agreement/Contract and one year thereafter, except as the Parties may agree on a case-by-case basis. The Parties agree that for the period of the Agreement/Contract and one year thereafter, neither Party will cause or permit any of its directors or employees who have knowledge of the said Agreement/Contract to directly or indirectly solicit for employment as the key personnel working on the project contemplated in this

Agreement/Contract except with the written consent of the other Party. The above restriction would not apply to either Party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other Party (ii) respond to any public advertisement placed by either Party or its affiliates in a publication of general circulation or (iii) has been terminated by a Party prior to the commencement of employment discussions with the other Party.

## **69. AUDIT**

The Vendor shall be subject to annual audit by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/ Software) and services etc., provided to the Bank and the Vendor is required to submit such certification by such Auditors to the Bank.

The Vendor and or its /their outsourced agents/sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Vendor.

The Vendor shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Vendor. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 2 days (two days) to the Vendor before such audit and the same shall be conducted during the normal business hours.

Where any deficiency has been observed during the audit of the Vendor on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Vendor shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the Auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Vendor shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

The Vendor further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by the Vendor. However, the Vendor shall not be obligated to provide records/data not related to the services provided under the said Agreement/Contract (e.g., internal cost breakup etc.).

## **70. NON-ASSIGNMENT**

The Vendor agrees that the Vendor shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including the Vendor's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership, etc., this Agreement/Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Vendor under this Agreement/Contract.

## **71. SEVERABILITY**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any Applicable Law, and if the rights or obligations of the Parties under this Contract/ Service Level Agreement will not be materially and adversely affected thereby (a) such provision will be fully severable; (b) this Contract/Service Level Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never been comprised a part hereof; and (c) the remaining provisions of this Contract/ Service Level Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

## **72. BLACKLISTING**

### **Grounds For Disqualification & Blacklisting**

- (A)** Notwithstanding anything contained in this document, any Bidder/selected Vendor shall be disqualified when –
- a) any Bidder who has been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority as on date of the publication of this Tender/Procurement;
  - b) any bidder whose Contract/Agreement with any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority has been terminated before the expiry of the

Contract/Agreement for breach of any terms and conditions at any point of time during the last five years;

c) any Bidder whose Earnest Money Deposit and/or Security Deposit have been forfeited by any Bank / Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory/Statutory Authority, during the last five years, for breach of any terms and conditions.

**(B)** Further disqualification can be imposed by the Bank in accordance with the procedures established, which may include but not limited to the following grounds, either at the stage of Competitive Bidding or at the stage of implementation of the Contract:

Commission of any act of:

- i)** submission of a bid, proposal or any other document that is known or should be known by the Bidder to be false, misleading or non- meritorious or to contain false information or concealment of information which will influence the outcome of the eligibility screening/selection process;
- ii)** any documented unsolicited attempt by the Bidder to unduly influence the decision-making process of the Bank while determining the eligibility screening/selection process in favour of the Bidder;
- iii)** unauthorized use of one's name or using the name of another for purpose of bidding;
- iv)** breach of the terms of a public contract by a willful or material failure to perform in accordance with the terms thereof;
- v)** withdrawal of a bid, or refusal to accept an award, or enter into contract with any Bank/Financial Institution/Central Government/State Government/ any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory Authority without any justifiable cause, after the Bidder had been adjudged as having submitted the lowest calculated Responsive Bid or highest rated Responsive Bid;
- vi)** refusal or failure to furnish the required performance security within the prescribed time frame;
- vii)** refusal to clarify or validate the Bid submitted, in writing, within a period of seven (7) calendar days from receipt of the request for clarification if sought by the Bank;

- viii)** that may tend to defeat the purpose of the competitive bidding, such as but not limited to; an eligible Bidder not purchasing the bid documents or not complying with the requirements during the evaluation of bid or habitually withdrawing from bidding or submitting letter of non-participation for at least three (3) times within a year, except for valid reasons;
- ix)** lack of integrity or honesty or fraud, bribery, collusion or conspiracy;
- x)** failure by the Bidder/Vendor, due to solely his fault or negligence, to mobilize and commence the work or perform within the specified time period, as specified in the Tender Document, including but not limited to the Request for Proposal/ Request for Quotation/ Agreement/Letter of Intention/Purchase Order etc.;
- xi)** failure by the Bidder/Vendor to fully and faithfully comply with its contractual obligations without valid cause, or failure to comply with any written lawful instruction of the Bank or its representative(s) pursuant to the implementation of the Contract, which may include but not limited to the following:
- a. Employment of competent technical personal, competent engineers and/or work supervisors;
  - b. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
  - c. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
  - d. Deployment of committed equipment, facilities, support staff and manpower; and
  - e. Renewal of effectively date of the performance security after its expiry during the tenure of the Contract.
- xii)** assignment and subcontracting the Contract or any part thereof or substitution of key personnel named in the proposal.
- xiii)** for the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract;
- xiv)** for the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence. The poor performance of the Consultant can include and may not be limited to

defective design resulting in substantial corrective works in design and/or construction, failure to deliver critical outputs due to consultant's fault or negligence, specifying materials which are inappropriate, substandard, or way above acceptable standards, allowing defective workmanship or works by the contractor being supervised by the consultant etc.,

- xv)** for the procurement of infrastructure projects, poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as per the existing performance monitoring system of the Bank shall be applied, quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence, wilful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.
- (C)** Any parameters described, *supra*, attributable to any Partner/Director shall be construed as disqualification for the Firm/Company, as the case may be.
- (D)** The Bank will have the discretion to disqualify the Bidder/Vendor and/or initiate the process for blacklisting the Bidder/Vendor and may also entail forfeiture of performance security furnished by the Bidder/Vendor. “

### **73. NON-DISCLOSURE**

By virtue of Contract, as and when it is entered into between the Bank and the bidder, and its implementation thereof, the bidder may have access to the confidential information and data of the Bank and its customers. The bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following: -

- a.** That the bidder will treat the confidential information as confidential and shall not disclose to any third party. The bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- b.** That the bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into

between the Bank and the bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.

- c. That if the bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- d. That the bidder will strictly maintain the secrecy of Bank's data.

#### **74. NOTICES**

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

#### **75. Technical Inspection And Performance Evaluation**

UCO Bank may carry out a Proof of concept (POC) and technical inspection and performance evaluation of the offered item(s) before opening of commercial bid . Bank may instruct eligible bidders to make technical presentation and POC as per scope of work and Technical Specification at Bank's Head Office, Kolkata for the proposed solution / service and non-compliance to which may result in disqualification of the bid. Bidders has to do POC within 15 days if asked by the Bank and will have to make such presentation and POC at their own cost.

**UNDERTAKING FOR NON-BLACKLISTING / NON-DEBARMENT OF THE BIDDER  
TO BE STAMPED AS A DECLARATION**

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

**Sub: Procurement of Video Conferencing Endpoints and Table Microphones(re-tender)(e-tender), RFP Ref No UCO/DIT/2698/2023-24 Date: 11/03/2024 .**

- 1) I/We, Proprietor/Partner(s)/Director(s) of M/s..... hereby confirm that I/We have read and understood the eligibility criteria and fulfil the same.
- 2) I/We further confirm that all the information furnished by me/us, as per the requirement of the Bank, have been included in our bid.
- 3) I/We further hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- 4) \*I/We further hereby declare that I/We have not been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory Authority or any other Statutory Authority as on date of the publication of this Tender/Procurement.

**(OR)**

I/We further hereby declare that the Proprietorship Concern/Partnership Firm/Company/..... (If any other entity) namely M/s ..... was blacklisted/debarred by.....(Name of the Authority who blacklisted/debarred) from taking part in their Tender/Procurement for a period of .....years w.e.f. ....to..... The period is subsisting/over on.....and now I/We is/are entitled to take part in Tender/Procurement.

- 5) I/We declare that no proceedings/inquiries/investigations have commenced/pending against me/us by any Statutory Authority/Regulatory Agency/Investigating Agency which may result in liquidation of company/ firm/proprietorship concern and/or may act as deterrent on the continuity of business and/or may hamper in providing the said services, as envisaged in this document.
- 6) I/We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within the stipulated time.

**\*STRIKE OUT WHICH IS INAPPLICABLE**

**(Deviation to the above if any, the Bidder must provide details of such action(s))**

Signature (1) ..... (2) .....

(Duly authorized to sign)

Name: .....

Capacity in which as executed: .....

Name & registered address of the Bidder: .....

Seal of the Bidder to be affixed

**(Letter to be submitted by the Manufacturer on firm's official letter head)**  
**Manufacturer Authorization Form (MAF)**

To,  
**Deputy General Manager (DIT)**  
**UCO Bank, Head Office-II**  
**Department of Information Technology**  
**7th Floor, 3&4, DD Block, Sector-I**  
**Salt Lake, Kolkata -700064**

Dear Sir,

**Sub: Procurement of Video Conferencing Endpoints and Table Microphones(re-tender)(e-tender), RFP Ref No UCO/DIT/2698/2023-24 Date: 11/03/2024**

We ..... (Name of the Manufacturer) who are established and reputable manufacturers of ..... having factories at .....,....., ....., ..... and ..... do hereby authorize M/s ..... (Name and address of Bidder) who is the bidder submitting its bid pursuant to the Request for Proposal issued by UCO Bank on behalf, to submit a Bid and negotiate and conclude a contract with you for supply of equipment's manufactured by us against the Request for Proposal received from your bank by the Bidder and we have duly authorized the Bidder for this purpose.

We hereby extend our guarantee/ warranty and AMC/ATS as per terms and conditions of the .....and the contract for the equipment and services offered for supply against this ..... By the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the Bid No..... In respect of such equipment's and services. We undertake to provide back-to-back support for spare and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as ATS period if the above bidder authorized by us fails to perform in terms of the Bid.

Yours Faithfully

Authorised Signatory

(Name:

Phone No.                      Fax                      E\_mail                      )

(This letter should be on the letterhead of the Manufacturer duly signed by an authorized signatory

**NON-DISCLOSURE AGREEMENT**

**(Confirmation of format should be enclosed with technical bid. Agreement to be executed on non-judicial stamp paper of requisite value by the selected bidder only.)**

This Non-Disclosure Agreement is entered into on this .... day of..... 2024

**BETWEEN**

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

**AND**

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

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

**WHEREAS** the Vendor/Receiving Party is inter alia engaged for Procurement of Video Conference End Points and Table Microphones as per the terms and conditions specified in the RFP Ref No UCO/DIT/2698/2023-24 Date: 11/03/2024 . The Vendor/Receiving Party would be the single point of contact for this project.

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

**WHEREAS** the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for Procurement of Video Conference End Points and Table Microphones.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**7. No License Granted.** Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential

Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

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**8. Breach.** In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within 30 days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

### **9. Arbitration and Equitable Relief.**

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

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

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

**(c) Legal Expenses:** If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each

Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

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

**10. Term.** This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).

**11. No Formal Business Obligations.** This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

**12. General Provisions.**

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

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

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

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

**(e) Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement.

Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

**(f) Jurisdiction of Court:** All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts at City of Head office of Individual member Bank in India.

**(g)** Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and \_\_\_\_\_ *(the selected vendor)*

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

**For and on behalf of**

.....

**for and on behalf of**

.....

***(The selected bidder)***

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**  
**(To be stamped in accordance with the stamp act)**

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt **M/s** \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the selected bidder company) (hereinafter called "the said SELECTED BIDDER") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no. ....dated..... issued to the Selected bidder and an Agreement to be made between UCO Bank and the Selected bidder for a period of ..... In pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfilment by the said SELECTED BIDDER of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees.....Only). We,..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of ..... [SELECTED BIDDER] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said SELECTED BIDDER of any of the terms or conditions contained in the said Agreement.

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

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

being absolute and unequivocal. The payment was made by us under this bond shall be a valid discharge of our liability for payment there under and the SELECTED BIDDER for payment there under and the SELECTED BIDDER shall have no claim against us for making such payment.

4. We, .....[indicate the name of the Bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said SELECTED BIDDER and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ..... (Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.
5. We ..... [indicate the name of Bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said SELECTED BIDDER from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said SELECTED BIDDER and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said SELECTED BIDDER or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said SELECTED BIDDER or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the SELECTED BIDDER.
7. We, ..... [indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.  
Notwithstanding anything contained herein:
  - a. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) Only.
  - b. This Bank Guarantee shall be valid up to .....and
  - c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or

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

8. Dated the ..... day of ..... for ..... [indicate the name of Bank]  
Yours' faithfully,

For and on behalf of

\_\_\_\_\_ Bank

Authorized Official

**NOTE:**

1. Selected bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution

**Format of Bank Guarantee (EMD)**

To,  
**Deputy General Manager (DIT)**  
**UCO Bank, Head Office-II**  
**Department of Information Technology**  
**7<sup>th</sup> Floor, 3&4, DD Block, Sector-I**  
**Salt Lake, Kolkata -700064.**

Dear Sir,

**Ref: Procurement of Video Conferencing Endpoints and Table Microphones(re-tender)(e-tender), RFP Ref No UCO/DIT/2698/2023-24 Date: 11/03/2024.**

In response to your invitation to respond to your **Procurement of Video Conference Endpoints and Table Microphones, RFP Bid No \_\_\_\_\_ Dated \_\_\_\_\_**, M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ (hereinafter called the 'Vendor') wish to respond to the said Procurement of Video Conference End Point RFP Bid No. \_\_\_\_\_ self and other associated vendors and submit the proposal **Procurement of Video Conference Endpoints and Table Microphones, RFP Bid No \_\_\_\_\_ Dated \_\_\_\_\_** and to provide related services as listed in the Bid document.

Whereas the 'Vendor' has submitted the proposal in response to Bid, we, the \_\_\_\_\_ Bank having our Head office \_\_\_\_\_ hereby irrevocably guarantee an amount of ` \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as EMD as required to be submitted by the 'Vendor' as a condition for participation in the said process of Bid.

The EMD for which this guarantee is given is liable to be enforced/ invoked:

If the Vendor withdraws his proposal during the period of the proposal validity;

Or

If the Vendor, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the Bid or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately, on demand to UCO Bank, the said amount of Rupees \_\_\_\_\_ without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked / enforced on the happening of the contingencies as mentioned above and also in the Bid document and we shall pay the amount on any Demand made by UCO Bank which shall be conclusive and binding on us irrespective of any dispute or difference raised by the vendor.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed ` \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

2. This Bank guarantee will be valid up to \_\_\_\_; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before\_\_\_\_\_.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this day of\_\_\_\_\_ at \_\_\_\_\_.

Yours faithfully,

For and on behalf of

\_\_\_\_\_ Bank

Authorised official

(NB: This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified. The signatory shall affix his signature, name and designation).

**Note: All other term & condition of RFP document mentioned in Bid document & previous corrigendum/ addendum will remain same.**

**Undertaking Letter on the selected bidder's letterhead for Central Minimum Wages Act & Labour Laws**

To,  
Deputy General Manager,  
UCO Bank, Head Office  
Department of Information Technology  
5<sup>th</sup> Floor, 3&4, DD Block, Sector-I  
Salt Lake, Kolkata -700064

Sir,

**Sub: Confirmation for Government Rules relating to Minimum Wages:**

**Ref: Procurement of Video Conferencing Endpoints and Table Microphones(re-tender)(e-tender), RFP Ref No UCO/DIT/2698/2023-24 Date: 11/03/2024 .**

Further to our proposal dated ..... in response to the Request for Proposal for Procurement of Video Conferencing Endpoints and Table Microphones, RFP no. \_\_\_\_\_ Date: . issued by Bank, we hereby covenant, warranty and confirm as follows:

In this regard we confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed by the selected bidder for the activity must comply with government's rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.

**(Proof of compliance and labour license needs to be submitted along with the quotation)**

**Yours faithfully,**

**Authorised Signatory**

**Designation**

**Bidder's corporate name**

**Place and Date:**

**Annexure - VII**

**Certificate from Chartered Accountant (signed & stamped) showing company's financial position in last 3 years (annual turnover, profit / loss, net worth etc.)**

	2020-21	2021-22	2022-23
<b>Turnover</b>			
<b>Profit / Loss</b>			
<b>Net worth</b>			

**Format of Pre-Bid Queries to be submitted by the Bidder(s)**

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

<b>Sl. No</b>	<b>Page No.</b>	<b>Clause No.</b>	<b>Original Clause</b>	<b>Query sought/Suggestions of the Bidder</b>

Undertaking Letter on the vendor's letterhead for GST Law

To,  
Deputy General Manager,  
UCO Bank, Head Office  
Department of Information Technology  
5<sup>th</sup> Floor, 3&4, DD Block, Sector-I  
Salt Lake, Kolkata -700064

Dear Sir,

**Sub: Procurement of Video Conferencing Endpoints and Table Microphones(re-tender)(e-tender), RFP Ref No UCO/DIT/2698/2023-24 Date: 11/03/2024 .**

Further to our proposal dated ....., in response to the Request for Proposal RFP bid no.\_\_\_\_\_ Date: \_\_\_\_\_ . issued by Bank, we hereby covenant, warrant and confirm as follows:

We, the bidder M/s ....., hereby agree to comply with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

**Undertaking to abide by all by-laws / rules / regulations**

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

To,  
The Deputy General Manager (DIT),  
UCO Bank, Head Office-II  
Department of Information Technology,  
5<sup>th</sup> Floor, 3 & 4 DD Block, Sector – 1  
Salt Lake, Kolkata – 700064.

**Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements**

In consideration of UCO Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the RFP including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, By-Laws, Guidelines, Notifications etc.

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this bid including all annexure, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the annexures of the said Bid.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

We also confirm that payment to the engaged employees shall be made in consonance with the Minimum Wages Act in vogue and their duty hours will also be as per applicable labour laws of country.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Place:**

**For M/s. .... [Seal and Signature(s) of the Authorized Signatory (s)]**

Undertaking for No Deviation

To  
Deputy General Manager (DIT)  
UCO Bank, Head Office-II  
Department of Information Technology  
5<sup>th</sup> Floor, 3&4, DD Block, Sector-I  
Salt Lake, Kolkata -700064

Dear Sir,

**Sub: Procurement of Video Conferencing Endpoints and Table Microphones(re-tender)(e-tender), RFP Ref No UCO/DIT/2698/2023-24 Date: 11/03/2024 .**

Further to our proposal dated ....., in response to the Request for Proposal (Bank's tender No. .... hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the Bid and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

We undertake to execute Deed of Indemnity, Non-disclosure Agreement & provide Performance Bank Guarantee as per the annexure enclosed in the RFP Bid, in case of emergence as a successful bidder.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person) Bidder's corporate name:

Place:

Date:

**Technical Bill of Material****Technical Specifications for VC Endpoints**

Sl. No	Features	Minimum Specifications	Compliance (Yes)
1.	General	Must have provision for integration of external MIC.	
2.		Must have the following physical buttons for ease of use  1. Mute/Unmute Buttons along with Visual indication should be there	
3.		It should support interoperability and bandwidth saving using video compression H.323 AVC / H.264 High profile / H.265.	
4.	Video Standards	It should have ability to send and receive two live simultaneous video sources in a single call, so that image from the main camera and PC or document camera can be seen simultaneously.	
5.		It should support 1080p 60 fps or 1080p 30 fps, 720p 60 fps, 720p 30 fps.	
6.	Content Standards and Resolutions	It should support wired / wireless content sharing using standard based H.239 and Binary Floor Control Protocol (BFCP). It should also support audio and video from PC used for content sharing.	
7.		Should support the ability to view and share presentations at a resolution of 1080p30 and 4K 15fps.	
8.	Audio Standard	It should support G.711, G.722, G.722.1, G.729 / G.729A or better. G.719, G.728, AAC-LD are optional.	
9.		It should support high quality crystal clear 20 KHz audio or better bandwidth.	
10.		It should support Noise Removal, Automatic Gain control, Acoustic Echo canceller, Active lip synchronization.	
11.	Video and Audio Input	Minimum 1 x HDMI input to share 4K and Full HD content from PC / Laptop / Document Camera	
12.		It should support at-least one table microphone. The pick-up of the micro-phones should be at-least for distance of 10 feet from the microphone. Echo cancellation for every input must be available.	
13.	Video & Audio Output	Minimum 1 x HDMI output for connecting primary 4K (UHD) / Full HD display.	
14.		Video must be supported on external TV / Display device through HDMI cable. Audio should be supported on external TV / Display device through HDMI cable or on All in One devices with built-in speaker	
15.	Other	Minimum 1 x LAN /Ethernet (RJ – 45) - 10/100/1000	
16.	Interference	Option for software upgrade to be provided	

17.	Camera	Integrated UHD 2160p (4K) capture resolution	
18.		Minimum 5x digital automatic zoom and 120° FOV	
19.		Camera should support auto focus while speaking, brightness	
20.		The system should provide an option to turn ON or OFF the auto framing feature whenever required	
21.		The camera should have privacy cover / shutter	
22.	Dual Stream	Must support H.239 dual Stream	
23.		Binary Floor Control Protocol (BFCP) with resolutions upto 1080p	
24.	Microphone & Speaker	It should support in-build as well as external Microphone and Speaker.	
25.	USB Device mode	It should be possible to use the VC system as an external camera, microphone and speaker when connected to a Laptop / PC over a single USB cable without using any external hardware components to connect to any cloud based VC platform like Cisco Webex, Zoom, Microsoft Teams, Google Meets, Bharat VC etc.	
26.	Network features	H.323 and SIP bandwidth supporting 64 kbps to 6Mbps or more	
27.		Must support IPv4 and IPv6 from day one on both H.323 and SIP	
28.		Auto Gatekeeper Discovery, Lost Packet Recovery (LPR) technology, IP Precedence or Differentiated Services (QOS), Configurable MTU size.	
29.	Security	Media encryption (H.323, SIP) : AES-128, H.235 or H.235.6 support	
30.		Authenticated access to Admin menus, web interference and APIs	
31.		Local account password configuration	
32.		Global Directory / Centralised Directory / LDAP support	
33.	Other standards / features	H.460.18, H.460.19, SSL, TLS	
34.		Should support URL dialing Should support future software / Patch upgrade	
35.		The proposed system must be video end point consisting of integrated – Camera, Codec, Speaker, Microphone and Wireless Remote Control or Touch Control Panel with all necessary connecting cables. The system must be based on ITU standards and hardware based. No software based solution will be accepted.	

### Technical Specifications for VC Endpoints (PTZ camera)

Sl. No	Features	Minimum Specifications	Compliance (Yes)
36.	General	Full HD 1080p60 camera, codec, Microphone Array / Microphone, Cables and remote control / touch	

		Panel	
37.		MIC Must have the following physical buttons for ease of use 1. Mute/Unmute Buttons along with Visual indication should be there	
38.		It should support H.323 and SIP protocols for Communications.	
39.		It should support H.264 AVC / SVC, H.264 High profile / H.265	
40.	Video Standards	It should support 1080p 60 fps, 1080p 30 fps, 720p 60 fps, 720p 30 fps	
41.		It should have ability to send and receive two live simultaneous video sources in a single call, so that image from the main camera and PC or document camera can be seen simultaneously.	
42.		It should support content sharing using standard based H.239 and Binary Floor Control Protocol (BFCP). It should also support both audio and video from PC used for content sharing.	
43.	Content Standards and Resolutions	It should transmit both videos and content both simultaneously to the far end location at 1080p 30fps	
44.		It should support G.711, G.722, G.722.1, G.729 / G.729A or better. G.719, G.728, AAC-LD are optional.	
45.	Audio Standard	It should support high quality crystal clear 20 KHz audio or better bandwidth.	
46.		It should support automatic Gain control and automatic Noise Suppression.	
47.		Audio error concealment / Keyboard noise reduction / instant adaption echo cancellation / Automatic Noise reduction	
48.		2 x HDMI input for connecting main HD Cameras	
49.		Minimum 1 x HDMI input for connecting PC / Laptop to share HD Content	
50.		2 x Microphone input port directly in the codec, vendor need to supply 1 mic on day 1	
51.	Video and Audio Input	Proposed mic should be omni directional with 360° coverage and should have a mute / unmute button with LED indication	
52.		It should support at-least one table microphone. The pick-up of the micro-phones should be at-least for distance of 10 feet from the microphone. Echo cancellation for every input must be available.	
53.		Minimum 1 x 3.5mm stereo line-in or 2 x audio in from HDMI	
54.	Video and Audio Output	2 x HDMI output for connecting main monitor and second monitor.	
55.		1 x 3.5 mm stereo line-out	

56.		Should have the capability for audio output through HDMI to external Television	
57.	Other Interference	1x LAN /Ethernet (RJ – 45) - 10/100/1000	
58.		1x RS-232 mini-DIN 8-pin or IP connectivity for connecting to external RS-232 controller	
59.	Camera	It should support 1080p 60fps and minimum 10x optical zoom with 1/2.3" CMOS Sensor or better	
60.		It should support PAN Range of +/-100°, and Tilt of +20°/-20° and minimum 10 camera presents	
61.		Standard based far end camera control	
62.	Network features	H.323 and SIP bandwidth supporting up-to 6Mbps	
63.		Must support IPv4 and IPv6 from day one.	
64.		Auto Gatekeeper Discovery, H.323 Based Lost Packet Recovery (LPR) technology, IP Precedence/Diffserv , QoS.	
65.	Multisite Feature	It should support in-built multiparty feature with support for minimum 1+3 sites at 1080p / 720p with all sites encryption enabled.	
66.	Security	Media encryption (H.323, SIP): AES-128, H.235 or H.235.6 support, call should be encrypted end-to-end on IP.	
67.		Authenticated access to Admin menus, web interference and APIs	
68.		Local account password configuration	
69.	Other standards	H.224 / H.281 / H.323 H.245 / H.241, H.239 / H.243, H.460	
70.		Should support URL dialling	
71.	Upgrade	Should support future software / Patch upgrade	
72.		The proposed system must support PAL with a PTZ camera. The VC End Point should be codec based hardware. The codec must be based on ITU standards. No software based solution is accepted here. All components of the VC system like Codec, Camera, Microphone and Remote Control / touch Panel / connecting cables should be from the same OEM. The Endpoint should be capable of working seamlessly with any OEM VC Endpoint Camera and MCU.	

### Technical Specifications for Table Microphone

Sl. No	Features	Minimum Specifications	Compliance (Yes)
73.	General Description	Table Microphone preferably wireless	
74.	Frequency range	50Hz to 20 KHz, +/- 5 dB	
75.	Free Field Sensitivity	-34 dB +/- 3 dB rel 1V/Pa, 1KHz	

76.	Signal to Noise ratio	Minimum 60 dB	
77.	Mute Functionality	Having button for Mute / Unmute (Toggle mode)	
78.		Backlit LED indicator in button for mute / unmute status	

**Note-**

Bidder has to mark compliance YES against all the mandatory Technical specification mentioned above. Any deviation, non-compliance the bid response of bidder shall be liable for rejection.

**Masked Commercial Bid**

Table A						
Sl. No	Item	Qty (A)	Make & Model (B)	Unit price (C)	GST (D)	Total Price Including GST. E= Ax(C+D)
1.	All in One VC Endpoint with 3 year comprehensive warranty	55		xx	xx	xx
2.	VC Endpoint(PTZ) with 3 year comprehensive warranty	5		xx	xx	xx
3.	Table Microphone with connecting cable with 3 year comprehensive warranty	60		xx	xx	xx
4.	Installation of VC End Points and Table Microphones	60		xx	xx	xx
5.	Licenses with 5 years validity (if required)	60		xx	xx	xx
6.	Sub Total Table A ( In Figure) (incl GST)					xx
7.	Sub Total Table A (In Words) (incl GST)					xx

Table B								
Sl. No	AMC service	Make & Model	Qty	4 <sup>th</sup> year AMC Cost (Excl. GST) (A)	GST for 4 <sup>th</sup> year AMC (B)	5 <sup>th</sup> year AMC Cost (Excl.GST) (C)	GST for 5 <sup>th</sup> year AMC (D)	Total Cost for 4 <sup>th</sup> and 5 <sup>th</sup> year AMC (E) (Incl. GST) E=A+B+C+D
1	All in One VC Endpoint		55	xx	xx	xx	xx	xx
2	VC Endpoint (PTZ)		5	xx	xx	xx	xx	xx
3	Table Microphone with connecting cable		60	xx	xx	xx	xx	xx
4	Sub Total Table B (In Figure) (incl. GST)							xx
5	Sub Total Table B (In Words) (incl. GST)							xx

- Price quoted for 4<sup>th</sup> and 5<sup>th</sup> year AMC should not be less than 8 % of the price subtotal of Table A.

Table C	
Table wise Total	Total Cost of operation (TCO) (incl. GST) for 5 years
Sub Total of Table A	xx

<b>Sub Total of Table B</b>	<b>xx</b>
<b>Grand Total C= Sub Total of Table A + Sub Total of Table B in numbers (Incl. GST)</b>	<b>xx</b>
<b>Grand Total C= Sub Total of Table A + Sub Total of Table B in words (Incl. GST)</b>	<b>xx</b>

We hereby confirm that quotes mentioned in this commercial bid is strictly as per the format in bid document.

- We also confirm that the above-mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same.
- We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
- We have not added or modified any clauses / statements / recordings / declarations in the commercial offer, which is conditional and / or qualified or subjected to suggestions, which contain any deviation in terms & conditions or any specification.
- We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- We also confirm to raise all invoices for payments in Indian Rupees only.
- In case of discrepancy between figures and words, the amount in words shall prevail.
- Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above-mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.
- Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- Please note that any commercial offer which is conditional and / or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so, such offer will be summarily rejected.
- All prices should be quoted in **Indian Rupees (INR)** only.
- The TCO (Total Cost of Ownership) will be inclusive of GST. However, the GST and other applicable taxes will be paid as per actuals at the time of resultant billing.
- **Bank will not communicate with OEM / OSD for any queries**

- The commercial proposals of short-listed bidders shall then be opened and evaluated for completeness. If the commercial quote is incomplete either for not providing quote for all required services, it shall be presumed that the services shall be provided without any additional cost to the Bank. The Bank may, however, in its absolute discretion disqualify a bidder whose commercial quote is found to be incomplete. If it is found at any stage (before or after selection) that there is a calculation (addition, subtraction, multiplication or division) mistake, then the final totalled price, notwithstanding the mistake, shall be considered as the offer price for evaluation. However, the price payable shall be the lower of the “correct total” and “incorrect total”.

**Company Seal**

**Authorized Signatory**

**Date**

**Name & Designation:**

**Note:**

**Commercial Bid**

<b>Table A</b>							
<b>Sl. No</b>	<b>Item</b>	<b>Qty (A)</b>	<b>Make &amp; Model (B)</b>	<b>Unit price (C)</b>	<b>GST (D)</b>	<b>Total Price Including GST. E= Ax(C+D)</b>	
1.	All in One VC Endpoint with 3 year comprehensive warranty	55					
2.	VC Endpoint(PTZ) with 3 year comprehensive warranty	5					
3.	Table Microphone with connecting cable with 3 year comprehensive warranty	60					
4.	Installation of VC EndPoints and Table Microphones	60					
5.	Licenses with 5 years validity (if required)	60					
6.	Sub Total Table A ( In Figure) (incl GST)						
7.	Sub Total Table A (In Words) (incl GST)						

<b>Table B</b>								
<b>Sl. No</b>	<b>AMC service</b>	<b>Make &amp; Model</b>	<b>Qty</b>	<b>4<sup>th</sup> year AMC Cost (Excl. GST) (A)</b>	<b>GST for 4<sup>th</sup> year AMC (B)</b>	<b>5<sup>th</sup> year AMC Cost (Excl.GST) (C)</b>	<b>GST for 5<sup>th</sup> year AMC (D)</b>	<b>Total Cost for 4<sup>th</sup> and 5<sup>th</sup> year AMC (E) (Incl. GST) E=A+B+C+D</b>
1	All in One VC Endpoint		55					
2	VC Endpoint (PTZ)		5					
3	Table Microphone with connecting cable		60					
4	Sub Total Table B (In Figure) (incl. GST)							
5	Sub Total Table B (In Words) (incl. GST)							

\*Price quoted for 4<sup>th</sup> and 5<sup>th</sup> year AMC should not be less than 8 % of the price quoted in Table A respectively.

<b>Table C</b>	
<b>Table wise Total</b>	<b>Total Cost of operation (TCO) (incl. GST) for 5 years</b>
<b>Sub Total of Table A</b>	
<b>Sub Total of Table B</b>	
<b>Grand Total C= Sub Total of Table A + Sub Total of Table B in numbers (Incl. GST)</b>	

<b>Grand Total C= Sub Total of Table A + Sub Total of Table B in words (Incl. GST)</b>	
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We hereby confirm that quotes mentioned in this commercial bid is strictly as per the format in bid document.

- We also confirm that the above-mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same.
- We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
- We have not added or modified any clauses / statements / recordings / declarations in the commercial offer, which is conditional and / or qualified or subjected to suggestions, which contain any deviation in terms & conditions or any specification.
- We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- We also confirm to raise all invoices for payments in Indian Rupees only.
- In case of discrepancy between figures and words, the amount in words shall prevail.
- Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above-mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.
- Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- Please note that any commercial offer which is conditional and / or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so, such offer will be summarily rejected.
- All prices should be quoted in **Indian Rupees (INR)** only.
- The TCO (Total Cost of Ownership) will be inclusive of GST. However, the GST and other applicable taxes will be paid as per actuals at the time of resultant billing.
- **Bank will not communicate with OEM / OSD for any queries**
- **The commercial proposals of short-listed bidders shall then be opened and evaluated for completeness. If the commercial quote is incomplete either for not**

providing quote for all required services, it shall be presumed that the services shall be provided without any additional cost to the Bank. The Bank may, however, in its absolute discretion disqualify a bidder whose commercial quote is found to be incomplete. If it is found at any stage (before or after selection) that there is a calculation (addition, subtraction, multiplication or division) mistake, then the final totalled price, notwithstanding the mistake, shall be considered as the offer price for evaluation. However, the price payable shall be the lower of the “correct total” and “incorrect total”.

**Company Seal**

**Authorized Signatory**

**Date**

**Name & Designation:**

**Note:**

**(TO BE PROVIDED ON Rs.100/- STAMP PAPER)**

**Self-Certificate for Local Content**

Date: \_\_/\_\_/\_\_\_\_

I.....S/o, D/o, W/o.....resident of.....do hereby solemnly affirm and declare as under:

- 1) That I will agree to abide by the terms and conditions mentioned in the tender specification issued vide ref. no.....dated.....
- 2) That the information furnished hereinafter is correct to the best of my knowledge and belief and that I undertake to produce the relevant records before to any authority nominated by UCO Bank for the purpose of assessing the Local Content.
- 3) That the Local Content for all inputs which constitute the Goods ..... (Mention the procurement) has been verified by me and that I am responsible for the correctness and accuracy of the claims made therein.
- 4) That in the event of the Local Content mentioned herein is found to be incorrect and not meeting the prescribed norms of Local Content, based on the assessment of an authority so nominated by UCO Bank and that I will be liable as under Clause 9(f) of Public Procurement (Preference to Make in India) Order 2017, as amended.
- 5) That I agree to maintain all the information regarding my claim for Local Content in our records and that I shall make the requisite information available to UCO Bank as and when required.
- 6) That \*I (name of Manufacturer) do hereby confirm in respect of quoted item(s) that the Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', I am eligible for Purchase Preference under 'Make in India' Policy vide Government of India Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide Orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

**OR**

That \*I (name of Manufacturer) do hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under 'Class-II Local Supplier' Category.

- 7) That I submit as under:

Name & Details of the Local Supplier (Regd. Office, Manufacturing Unit, Location, Nature of legal entity)	
Date on which this Certificate was issued	

Product for which the Certificate is issued	
Procuring Agency to whom the Certificate is furnished	
Percentage of Local Content claimed	
Name & details of the unit of the Manufacturer	
Sale Price of the Product	
Ex-Factory Price of the Product	
Freight, Insurance and handling	
Total bill of Material	
List & Total cost value of inputs used manufacture of the proposed Goods	
List & Total cost value of inputs which are locally sourced (Attach Certificates of Local Content from Local Suppliers, if the input is not in-house)	
List and cost of inputs which are imported (directly or indirectly)	
Any other information	

**8)** That the details of the location(s) at which the local value addition made is/are as under:

Sl. No.	Product Details	Name of Place

For & on behalf of

Signature of the Authorised Signatory of the Bidder (insert name, designation & contact number)

Official Seal of the Bidder

Date:

**\* Strike out whichever is not applicable**

**Restriction on Procurement due to National Security**

**This Certificate should be submitted on the letterhead of the bidder duly signed by an authorized signatory**

**To,**

**Deputy General Manager (DIT)  
UCO Bank, Head Office-II  
Department of Information Technology  
5<sup>th</sup> Floor, 3&4, DD Block, Sector-I  
Salt Lake, Kolkata -700064**

Dear Sir,

**Sub: Procurement of Video Conferencing Endpoints and Table  
Microphones(re-tender)(e-tender), RFP Ref No UCO/DIT/2698/2023-  
24 Date: 11/03/2024 .**

1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."
2. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; / certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

Yours Faithfully,

**Authorised Signatory,**

**Name:**

**Designation:**

**Vendors Corporate Name:**

**Address:**

**Email:**

**Contact No.**

**List of Delivery Location of UCO Bank**

<b>Sl. No.</b>	<b>Zonal Office</b>	<b>Address</b>
1	Agartala	UCO BANK ZONAL OFFICE AGARTALA 2ND FLOOR, CENTRAL ROAD, KAMAN CHOUMUHANI, AGARTALA, TRIPURA, PIN 799001
2	Ahmedabad	UCO BANK ZONAL OFFICE AHMEDABAD UCO BHAVAN, NEAR SANYAS ASHRAM ROAD, AHMEDABAD, GUJRAT, PIN-380009
3	Ajmer	UCO BANK ZONAL OFFICE AJMER KHAILAND MARKET, AJMER, RAJASTHAN, PIN-305001
4	Ayodhya	UCO BANK ZONAL OFFICE AYODHYA 3RD FLOOR, SHIVA PALACE DEVKALI BYPASS CROSSING, DIST- AYODHYA, UTTAR PRADESH, PIN-224001
5	Balasore	UCO BANK ZONAL OFFICE BALASORE O.T. ROAD, POLICE LINE CHHAK, BALASORE, ODISHA, PIN-756001
6	Bangalore	UCO BANK ZONAL OFFICE BANGALORE UCO BANK BUILDING, 2ND FLOOR, 13/22, K G ROAD, BANGALORE, PIN-560009
7	Begusarai	UCO BANK ZONAL OFFICE BEGUSARAI SONA JOGESWAR COMPLEX, 1ST FLOOR, TRAFFIC CHOWK, BEGUSARAI, BIHAR, PIN-851101
8	Bhagalpur	UCO BANK ZONAL OFFICE BHAGALPUR S K TARAFDAR ROAD, KOYLA GHAT, POST ADAMPUR, BHAGALPUR, BIHAR, PIN-812001
9	Bhopal	UCO BANK ZONAL OFFICE BHOPAL PLOT NO 22, ARERA HILLS, JAIL ROAD, BHOPAL MADHYA PRADESH, PIN-462027
10	Bhubaneswar	UCO BANK ZONAL OFFICE BHUBANESWAR UCO BANK BUILDING (2ND C-2, ASHOK NAGAR, UNIT 2, BHUBANESWAR, ODISHA, PIN- 751009
11	Chandigarh	UCO BANK ZONAL OFFICE CHANDIGARH SCO 55-57, FIRST FLOOR, SECTOR-17, BANK SQUARE, CHANDIGARH, PIN-160017
12	Chennai	UCO BANK ZONAL OFFICE CHENNAI 2ND FLOOR, NO.328, THAMBU STREET, CHENNAI - 600001
13	Coimbatore	UCO BANK ZONAL OFFICE COIMBATORE FIRST FLOOR, VIJAY TOWERS, FATHER RANDY STREET, R S PURAM, COIMBATORE-641002
14	Dehradun	UCO BANK ZONAL OFFICE DEHRADUN PLOT NO 5, IT PARK, SAHASTRADHARA ROAD, DEHRADUN, PIN-248001
15	Dharamshala	UCO BANK ZONAL OFFICE DHARAMSHALA SHYAMNAGAR DHARAMSHALA, DIST-KANGRA, HIMACHAL PRADESH, PIN-176215
16	Durgapur	UCO BANK ZONAL OFFICE DURGAPURAT-EINSTEIN AVENUE, B-ZONE, DURGAPUR, PASHCHIM BURDWAN, WEST BENGAL PIN-713205

17	Ernakulam	UCO BANK ZONAL OFFICE ERNAKULAM39/3720 2ND FLOOR, S R COMPLEX, RAVIPURAM ROAD, ERNAKULAM, KERALA, PIN-682016
18	Guwahati	UCO BANK ZONAL OFFICE GUWAHATI MD ROAD SILPUKHURI, GUWAHATI, ASSAM, PIN-781003
19	Hooghly	UCO BANK ZONAL OFFICE HOOGHLY 21 NEW G T ROAD , UTTARPARA, DISTRICTHOOGHLY, WEST BENGAL, PIN-712258
20	Hyderabad	UCO BANK ZONAL OFFICE HYDERABAD 8-2-624 ROAD NO.-10, BANJARA HILLS , HYDERABAD, PIN-500034
21	Indore	UCO BANK ZONAL OFFICE INDORE 2ND FLOOR,380-381 SAKET NAGAROPP.EUREKA HOSPITAL INDORE- 452018
22	Jaipur	UCO BANK ZONAL OFFICE JAIPUR ORBIT MALL SECOND FLOOR, CIVIL LINES, JAIPUR, RAJASTHAN, PIN-302006
23	Jalandhar	UCO BANK ZONAL OFFICE JALANDHAR FIRST FLOOR, SCO NO.-113 114 115 MASTER TARA SINGH NAGAR MARKET, JALANDHAR, PIN-144001
24	Jodhpur	UCO BANK ZONAL OFFICE JODHPUR 461, PAL LINK ROAD, JODHPUR (RAJASTHAN) PIN: 342008
25	Jorhat	UCO BANK ZONAL OFFICE JORHAT T.N. SARMA PATH, NEAR NEHRU PARK, JORHAT, ASSAM, PIN-785001
26	Kanpur	UCO BANK ZONAL OFFICE KANPUR 75/4, SIDDHI SADAN, HALSEY ROAD, OPP. BAADSHAHI NAKA THANA, KANPUR, UTTAR PRADESH, PIN-208001
27	Karnal	UCO BANK ZONAL OFFICE KARNAL FIRST FLOOR, INSIDE DURGA MANDIR COMPLEX, NEAR OLD BUS STAND, GT ROAD, KARNAL, PIN-132001
28	Kolkata	UCO BANK ZONAL OFFICE KOLKATA 1ST FLOOR, DD BLOCK, SALT LAKE SECTOR-I, KOLKATA-700064
29	Lucknow	UCO BANK ZONAL OFFICE LUCKNOW B-1/122. , VINEET KHAND, GOMTI NAGAR, LUCKNOW, UTTAR PRADESH, PIN-226010
30	Meerut	UCO BANK ZONAL OFFICE MEERUT KRISHNA PLAZA, C-2/6, D-BLOCK GANGANAGAR, MEERUT, UTTAR PRADESH, PIN-250001
31	Mumbai	UCO BANK ZONAL OFFICE MUMBAI PLOT NO.-359 UCO BANK BUILDING, 1ST FLOOR, D. N. ROAD, FORT, MUMBAI, MAHARASHTRA, PIN-400001
32	Nagpur	UCO BANK ZONAL OFFICE NAGPUR COMMERCIAL ROAD, JAICA MOTORS, THIRD FLOOR, CIVIL LINES, OPP. BISHOP COTTON SCHOOL, NAGPUR, PIN-440001
33	New Delhi	UCO BANK ZONAL OFFICE NEW DELHI 1ST FLOOR, UCO BANK BUILDING, PATELCHOWK 5 , PARLIAMENT STREET, NEW DELHI, PIN-110001
34	Patna	UCO BANK ZONAL OFFICE PATNA MAURYA LOK COMPLEX BLOCK-A 4TH FLOOR, PATNA, BIHAR, PIN-800001

35	Pune	UCO BANK ZONAL OFFICE PUNE 2190/2191 SANSKRIT VIDYA MANDIR SPORTS COMPLEX, SAHAKARNAGAR NO.1, LANE NO.4,PUNE, PIN-411009
36	Raipur	UCO BANK ZONAL OFFICE RAIPUR CHHATTISGARH EYE HOSPITAL CAMPUS, 1ST FLOOR, TELIBANDHA, RAIPUR (C.G.), PIN-492006
37	Ranchi	UCO BANK ZONAL OFFICE RANCHI 1ST FLOOR, RAJENDRA BHAWAN, SAINIK MARKET, MAIN ROAD, RANCHI, JHARKHAND,PIN-834001
38	Salt Lake	UCO BANK ZONAL OFFICE SALT LAKE 1ST FLOOR, DD BLOCK, SALT LAKE SECTOR-I, KOLKATA-700064
39	Sambalpur	UCO BANK ZONAL OFFICE SAMBALPUR 18/1. AINTHAPALI ROAD, SAMBALPUR, ODISHA, PIN-768004
40	Shimla	UCO BANK ZONAL OFFICE SHIMLA CIRCULAR ROAD, NEXT TO HOTEL HIMLAND ANNEXE, DISTRICT-SHIMLA, HIMACHAL PRADESH, PIN-171001
41	Siliguri	UCO BANK ZONAL OFFICE SILIGURI RAJANI BAGAN, HILL CART ROAD, OPP. MUKHERJEE NURSING HOME, SILIGURI, DISTRICT-DARJEELING, PIN-734001
42	Surat	UCO BANK ZONAL OFFICE SURAT 206 - RIDHDHI SHOPPERS, ADAJAN HAZIRA ROAD, OPP. STAR BAZAR, ADAJAN SURAT, GUJARAT, PIN-395009
43	Varanasi	UCO BANK ZONAL OFFICE VARANASI D- 63/8-1-M, MAUZA, TULSIPUR, MAHMOORG
44	Head Office-I	UCO Bank Head Office-I 8th floor 10BTM sarini Kolkata - 700001
45	Head Office-II	UCO BANK HEAD OFFICE – 2 5TH FLOOR, DD BLOCK, SALT LAKE SECTOR-I, KOLKATA-700064
46	Hongkong Branch	-
47	Singapore Branch	-

**Note-**

**The exact quantity and final delivery address will be shared with the successful bidder only.**

**PRE CONTRACT INTEGRITY PACT**

**(To be stamped as per the Stamp Law of the Respective State)**

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to Procure of Video Conferencing Endpoints and Table Microphones (re-tender)(e-tender) hereinafter referred to as Stores and / or Services. And

**M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ represented by \_\_\_\_\_**

**Authorised signatory**, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

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

**3. Preamble**

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for Procurement of Video Conferencing Endpoints and Table Microphones (re-tender)(e-tender) and the Bidder/ Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEMs) in consultation with Central Vigilance Commission, who will

monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **4. Commitments of the Buyer**

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

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

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

#### **5 Commitments of the Bidder(s) /Seller(s):**

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

- (i) The Bidder(s)/ Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- (ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to

restrict competitiveness or to introduce cartelization in the bidding process.

- (iii)** The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.
- (iv)** The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).
- (v)** Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- (vi)** Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- (vii)** Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary.

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

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

#### **5.4 Agents / Agency Commission**

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller /

Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

## **6. Previous Transgression**

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

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

## **7. Company Code of Conduct**

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

## **8. Sanctions for Violation**

**8.1** If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the

Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

- (i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
- (ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
- (iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
- (iv) To encash Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

**8.2** If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

## **9. Compensation for Damages**

**9.1** If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

**9.2** If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance Bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

## **10. Independent External Monitor(s)**

**10.1** The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).

**10.2** As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.

**10.3** The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.

**10.4** If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.

**10.5** If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.

**10.6** The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

**10.7** The word "Monitor" would include both singular and plural.

## **11. Law and Place of Jurisdiction**

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

## **12. Other Legal Actions**

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

## **13. Integrity Pact Duration.**

**13.1** This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.

**13.2** If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank .

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

## **14 Price Fall Clause**

The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU/PSBs during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded

## **15 Other Provisions**

15.1 Changes and supplements need to be made in writing. Side agreements have not been made.

15.2 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

15.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

15.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.

16. This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

17. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

18. The Parties here by sign this Integrity Pact.

**BUYER**

**BIDDER /SELLER**

**Signature:**

**Signature:**

**Authorized Signatory**

**Authorized Signatory (\*)**

**Department of IT**

**Place:**

**Date:**

**Witness:**

**Witness:**

**(Name & Address)**

**(Name & Address)**

**ESCALATION MATRIX OF ALL VERTICALS**

(To be submitted on company letter head)

The escalation matrix up to top level of company is tabulated below in hierarchy-

<b>Sr. No.</b>	<b>Particulars</b>	<b>Level-1 Escalation</b>	<b>Level-2 Escalation</b>	<b>Level-3 Escalation</b>
1		Name: Phone No: Cell No: Email:	Name: Phone No: Cell No: Email:	Name: Phone No: Cell No: Email:

**Yours faithfully,**

**Authorized Signatory (Name)**

**(Designation)**

Note- Kindly mention escalation matrix of all verticals (support, sales and delivery of the company. There should be a single point of contact of senior level for verticals

**General Details of the Bidder**

**A. Profile of Bidder**

1. Name of bidder:
2. Location  
Regd. Office:  
Controlling Office:
3. Constitution
4. Date of incorporation & date of commencement of business:
5. Shareholding pattern:
6. Major change in Management in last three years:
7. Names of Banker /s:

**B. Financial Position of Bidder for the last three financial years**

	2020-21	2021-22	2022-23
<b>Net Worth</b>			
<b>Turnover</b>			
<b>Net Profit (Profit After Tax)</b>			

**N.B. Enclose copies of Audited Balance Sheets along with enclosures**

**C. Proposed Service details in brief**

- **Description of service :**
- **Details of similar service provided to banks in India specifying the number of Banks and branches**
  - **In PSU banks**
  - **In non-PSU banks**

**Details of Experience in implementation of similar orders**

Sl. No.	Name of Organisation	Description of application	Period during which installed (last 5 Years)	
			From	To

N.B. Enclose copies of Purchase Orders as references.

Place: AUTHORISED SIGNATORY

Date: Name:

Designation:

**Bill of Material/List of Deliverables.**

**(To be submitted along with the Technical Bid)**

<b>Sl. No</b>	<b>Item Description</b>	<b>Make &amp; Model</b>	<b>Qty</b>
1			
2			
3			
4			

**Authorised Signatory:**

**Name:**

**Phone No.**

**Fax:**

**Email:**