

**Request for Proposal (RFP)**  
**For**  
**Supply of Biometric Scanners on Rate Contract Basis**  
**(e-Tendering)**



**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: DIT/BPR & BTD/OA/402/2017-18      Date: 16/05/2017**

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

This document is prepared by UCO Bank for Supply of Biometric Scanners on rate contract basis. It should not be reused or copied or used either partially or fully in any form.

## **Disclaimer**

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### Bid Control Sheet

<b>Tender Reference No.</b>	DIT/BPR&BTD/OA/402/2017-18 Dated 16/05/2017
<b>RFP Document Issue Date</b>	16/05/2017
<b>Cost of Tender Document</b>	<u>For Type-1 Category</u> :Rs 5,000/- (Rupees Five Thousand Only) <u>For Type-2 Category</u> : Rs 15000/- (Rupees Fifteen Thousand.
<b>Earnest Money Deposit (EMD)</b>	<u>For Type-1 Category</u> : Rs 2,00,000/- (Rupees Two Lacs Only) <u>For Type-2 Category</u> : Rs 5,00,000/- (Rupees Five Lacs Only)
<b>Pre-bid queries to be received only online at</b>	<a href="https://eauction.auctiontiger.net">https://eauction.auctiontiger.net</a> on or before 25-05-2017 at 05.00 PM
<b>Last Date &amp; Time for Online submission of Bid Documents and response</b>	05-06-2017 at 3.00 PM <a href="https://eauction.auctiontiger.net">https://eauction.auctiontiger.net</a>
<b>Opening of Eligibility and Technical Bids</b>	05-06-2017 at 3.30 PM onwards (on the same date)
<b>Opening of Commercial Bids</b>	Will be informed separately to technically qualified bidders.
<b>Website for online RFP</b>	<a href="https://www.ucobank.com">https://www.ucobank.com</a> & <a href="https://eauction.auctiontiger.net">https://eauction.auctiontiger.net</a>
<b>Address for communication</b>	Mr. Sanjay Kumar Prasad, Chief Manager (IT) Department of Information Technology UCO Bank email: <a href="mailto:hodit.calcutta@ucobank.co.in">hodit.calcutta@ucobank.co.in</a> Tel : 033-4455 9775/58 Fax no: 033-44559063
<b>Address for support for online RFP</b>	Mr. Gaurav Tiwari, e-Procurement Technologies Ltd. Email: <a href="mailto:gaurav.tiwari@auctiontiger.net">gaurav.tiwari@auctiontiger.net</a> Phone: 7940230809
<b>Note:</b> Bids will be opened by bank officials, submitted online by bidders. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at 3:30 p.m. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.	

The bid documents should be strictly as per terms and conditions mentioned in this RFP.

**Note:-**

The vendors are requested to note that they cannot submit their online submission after the time stipulated above and no extension of time will normally be permitted for submission of bid.

The bidders are requested to note that it is mandatory to have a valid digital certificate issued by any of the valid certifying authority approved by Govt. of India to

participate in the online bidding. The bidders are requested to ensure that they have the same, well in advance or if any assistance is required for the purpose, bidders can contact service provider **(M/s e-Procurement Technologies Ltd.)**.

**Minimum requirement for e-Tendering-**

**Computer/laptop with internet connection**

**Operating system-WINDOWS 7 and above**

**Digital Certificate- Class II or III, Signing + Encryption**

**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, and its Department of Information Technology at 3 & 4, DD Block, Sector-1, Salt Lake, Kolkata - 700064, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 3000+ Domestic Branches, four Overseas Branches two each at Singapore & Hong Kong Centres and 2700+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle (Ver. 7.0.25) as a Core Banking Solution.

**2. Objective**

Bank has implemented Biometric 2FA authentication for Core Banking Application and currently Bank is using Finacle Version 7.0.25 in all the branches and administrative offices. Presently, following make & model of the **STQC Compliant Level 0** Biometric Scanners are compatible with the Centralised Biometric Application (**Transafe**) and **eKYC Solution**.

**1. Morpho (MSO1300E) and Morpho (MSO1300E2)**

**2. Mantra (MFS100)**

Bank intends to procure **2000 nos.** of indicative **20,000 nos.** of Biometric Scanners with any one of the above two mentioned make/models of Biometric Scanners for the users accessing the Core Banking Application i.e Finacle login and e-KYC Solution.

Further, Bank is also going to implement the **Merchant Aadhaar Pay (MAP) transactions** for which Aadhaar enabled Biometric Scanners are required to perform the purchase transaction using the Aadhaar numbers and Biometric (Fingerprint/IRIS).

To cater the above requirement, Bank intends to procure **18,000 nos.** of indicative **20,000 nos.** of STQC compliant Biometric Scanner with **Level 1** are required for Merchant Aadhaar Pay (MAP) transactions. The bidders submitting the bids for supplying the Aadhaar enabled Biometric Scanners for the Merchant Aadhaar Pay (MAP) transactions have to provide an undertaking to comply with **the UIDAI Aadhaar Registered Device Specifications**.

Sl. No.	Item Description	Qty.
1	Type-1 Biometric Scanners for accessing the CBS System (Level 0)	2000
2	Type-2 Biometric Scanners for Merchant Aadhaar Pay Transactions (Level 1)	18000
Total Quantity		20000

### 3. Submission of Bid

3.1 The Bid document shall be in two parts viz. Technical Bid & Commercial Bid. Both the bids must be submitted in separate sealed envelopes super scribing “**Technical Bid for Supply of Biometric Scanners-Type-1**” on top of the envelope containing Technical Bid & “**Commercial Bid for Supply of Biometric Scanners-Type-1**” on top of the envelope containing Commercial Bid. Similarly Bidders submitting the bid offer for the Type-2 Category have to submit the separate bid comprising the Technical & Commercial Bids. The sealed envelopes should be super scribed “**Technical Bid for Supply of Biometric Scanners-Type-2**” and “**Commercial Bid for Supply of Biometric Scanners-Type-2**”. These two separate sealed envelopes should be put together in another sealed envelope super scribing “**Bid for Supply of Biometric Scanner-Type1**” and “**Bid for Supply of Biometric Scanner-Type2**” as applicable mentioning RFP reference number and date given herein above.

If the covers/envelopes are not sealed & super scribed as required, the Bank will assume no responsibility for its misplacement or premature opening. The bidders should take care of submitting the bids properly filed so that the papers are not loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny. Bidders are requested to participate in the tender process strictly according to the time schedule mentioned above.

3.2 Bidder should submit technical & functional bid and their compliance as per the technical specification given in **Annexure-C (Type-1), Annexure-D (Type-2)**.

3.3 Bidder should submit Price bid as per **Annexure-G (Type-1) and Annexure-H (Type-2)**.

3.4 In case of discrepancy between figures and words, the amount in words shall prevail. **L1 will be determined on the basis of least cost quoted in Annexure-G (Type-1) and Annexure-H (Type-2)**.

3.5 The Bid documents should be deposited in the Tender box provided at our office. UCO Bank is not responsible for non-receipt of quotation within the specified date and time due to any reason including postal holidays or delays.

3.6 If bidder has any queries, please refer to the control sheet. It may be noted that no query from any bidder shall be entertained or received after the above



mentioned date.

3.7 The offer should remain **valid for a period of 6 months** from the closing date of the Bid.

#### **4. Cost of Tender Documents**

A complete set of tender document should be downloaded from the Bank's official website <https://www.ucobank.com> and from <https://eauction.auctiontiger.net>. The bidder downloading the tender document from the website is required to submit a non-refundable fee, for an amount as mentioned in the Bid Control Sheet through NEFT at the time of technical bid submission online (scanned copy should be uploaded and the original instrument must be sent to the office address as mentioned below within 3 days from date of submission of bid), failing which the bid of the concerned bidder will be rejected.

Head Office-2 Department of Information Technology 5 <sup>th</sup> Floor, 3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064	Phone no: 033-4455 9775/9758 Fax no: 033-44559063 E-Mail: <b><u>hodit.calcutta@ucobank.co.in</u></b>
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During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria, his bid document is liable to be rejected. Also, if it is found that the bidder has submitted false / incorrect information the bid will be rejected summarily and the Earnest Money Deposit will be forfeited by The Bank.

#### **5. Earnest Money Deposit:**

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee issued by a scheduled commercial Bank (other than UCO Bank) valid for a period of 180 days from the date of opening of bid together with a claim period of 30 days in favour of UCO Bank payable at Kolkata for an amount mentioned hereunder:

<b>Sl. No.</b>	<b>Particulars of Job to be undertaken</b>	<b>EMD</b>
<b>1</b>	<b>Supply of Biometric Scanner-Type-1</b>	<b>Rs. 2,00,000/-</b>
<b>2</b>	<b>Supply of Biometric Scanner-Type-2</b>	<b>Rs. 5,00,000/-</b>

Particulars/scanned copy of EMD should be uploaded online and the hard copy must reach the office address as mentioned above within 3 days from date of submission of bid.

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).

**Please note that the bidders applying for Type-1/Type-2 Category have to submit the EMD separately for the amount as mentioned above.**

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

- a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening 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 bidder violates any of the provisions of the terms and conditions of this tender specification.
- d. 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 within the stipulated time period.

**The Bank details for Bank Guarantee (EMD) are as below:**

- ✓ **Account Number-18700210000755**
- ✓ **Account Name- M/S H.O. DIT**
- ✓ **Branch- DD Block, Salt Lake branch**
- ✓ **IFSC- UCBA0001870**
- ✓ **MICR-700028138**

#### **6. Exemption from Submission of EMD:**

Exemption from submission of EMD shall be given to bidders, who are **Micro, Small and Medium Enterprises (MSME)**, and are registered with **National Small Scale Industrial Corporation (NSIC)** under its "**Single Point Registration Scheme**". The bidder has to submit necessary document issued by NSIC to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC which are valid on last date of submission of the tender documents. MSME firms which are in the process of obtaining NSIC certificate will not be considered for **EMD exemption**.

As per Govt. of India guidelines, there is a special provision for Micro and Small Enterprises owned by Schedule Castes and Schedule Tribes. Out of 20% target of annual procurement from Micro and Small Enterprises, a sub-target of 20% (i.e. 4% out of above 20%) shall be embarked for procurement from Micro and Small Enterprises owned by Schedule Castes and Schedule Tribe entrepreneurs. Provided that, in the event of failure of such Micro and Small Enterprises to participate in the

tender process or meet tender requirements and L1 price, 4% sub-target for procurement embarked for procurement from Micro and Small Enterprises owned by Schedule Caste and Schedule Tribe entrepreneurs shall be met from other Micro and Small Entrepreneurs.

(It is clarified that necessary and valid documents should be submitted by the Micro and Small Enterprises and SC/ST Micro and Small Enterprises owners to avail the preference.)

Further, participating Micro and Small Enterprises bidders quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement if they agree to bring down their price to L1 price in a situation where L1 price is from some other firm other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply upto 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately.

## 7. **Eligibility Criteria**

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

<b>Sl. No.</b>	<b>Eligibility Criteria</b>	<b>Mention the document/ evidence submitted</b>
1	The bidder must be a Limited Company, registered in India under the companies Act 1956 (Proof required).	Copy of Letter of Incorporation/ Commencement of Business whichever applicable to be submitted
2	The bidder should be an OEM or their authorized representative / dealer in India.	Proof of document – in case of OEM, self-declaration and in case of authorized representative / authorized dealer in India the letter from the OEM to be submitted.
3	The bidder should be profit making company and should have posted net profit for last three years (2014-15, 2015-16, 2016-17) or should have positive net worth in the last three years (2014-15, 2015-16, 2016-17)	Copy of Audited Balance sheet of the Company to be enclosed.
4	The bidder should have a minimum yearly turnover of Rs. 5 Crores per year during last 3 years (2014-15, 2015-16, 2016-17).	Copy of the Audited Balance sheets of the company showing turnover of the company to be submitted.
5	The bidder should have supplied at least 6000 Biometric finger print scanners in PSU Banks / Private Sector or any Govt. Organization in India as whole. Out of 6000 nos., Bidder should	Copy of Purchase Orders to be enclosed mentioning the quantity of Biometric Scanners supplied by the bidder.

	have supplied 1000 nos. of Biometric Scanners during the last financial year i.e 2016-17.	
6	The proposed make / model of biometric scanners to be supplied in this RFP for Type-1 should be STQC certified Level 0 either of Morpho(MSO 1300E/MSO1300E2)/ Mantra (MFS100) and for type-2, scanners should be STQC certified with Level 1 complied as per UIDAI by RFP Submission date and type-1 scanners should be compatible to our Biometric Application Transafe.	Bidders applying for Type-1 Category scanners have to mention the make & model i.e either of Morpho (MSO 1300E/ MSO1300E2) / Mantra (MFS100) and same should be STQC Certificate with Level 0. Bidders applying for Type-2 Category have the quote the make/model with Level 1 complied and meeting the UIDAI Aadhaar registered Specification. An undertaking by the bidders in this regard need to be submitted.
7	Any bidder, who is debarred / blacklisted by any Bank / PSU / Govt. Organization for non-performance or any other reason, is not eligible to participate.	A Self Declaration in this regard to be submitted.

Note: In this tender process, authorized representative / distributor / dealer in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted.

#### 8. **Rejection of the Bid:**

The Bid is liable to be rejected if:

- a. The document doesn't bear signature of authorized person.
- b. It is received through Telegram/Fax/E-mail.
- c. It is received after expiry of the due date and time stipulated for Bid submission.
- d. The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions and deviations from the Scope of Work stipulated in this Request for proposal (RFP).

#### 9. **Indemnity:**

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

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.

The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.

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

Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank afterward) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.

**10. Pre-bid Meeting:**

The queries for the Pre-bid Meeting should be reached by email as mentioned in Bid Control sheet. It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard.

Pre-bid queries raised by the bidder(s) are to be submitted in the format given in **Annexure-I.**

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 Bank.

**11. Modification and Withdrawal of Bids**

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

**12. Period of Validity of Bid**

Bid shall remain valid for 180 (One Hundred eighty) 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 180 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 price should be valid for 180 days from date of opening of commercial bid.

**13. Contract Period:**

The selected bidder needs to execute a Service Level Agreement (SLA) as per Format to be supplied by the Bank covering inter alia the terms and conditions of this RFP.

The tenure of the Contract will be for a **period of 01 Year** w.e.f issuance of purchase order/letter of intent whichever earlier, for supplying the Biometric Scanners on rate contract basis. 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 **One month notice** without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection.

The Contract period will commence effective from the issuance of purchase order/letter of intent whichever is earlier or bank terminates the SLA by serving 30 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of 01 (one) year, the contract may be extended/renewed for such further period as would be decided by the Bank on the same terms and conditions as mentioned herein.

#### **14. Liquidated Damage:**

Liquidated damages for late delivery / commissioning at **1% (One percent)** of the **undelivered items** per week will be charged for every week's delay in commissioning to a maximum of **10% of the order value**.

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

#### **15. Scope of Work:**

A brief overview of the requirement is outlined as below and it is mandatory for the bidder to submit its response/undertaking of the compliances as below:

- 15.1 The bidder shall supply Biometric scanners of the description given below along with necessary driver software and associated peripheral items, if any are to be delivered at the Zonal Offices/Circle Offices/Head Office of Bank across the country, addresses of which will be shared with the selected bidder while placing the purchase orders. The selected bidder has to assist the Bank's Biometric Application service provider during the integration with the existing Biometric application. However the charge for the integration of scanner will be borne by the Bank.

15.2 Bank has mentioned the STQC (Standardization Testing and Quality Certification) compliant level 0 scanners which has been tested and found compatible with the Bank's Biometric Application–TranSafe i.e Morpho (MSO 1300E)/ Morpho (MSO 1300E2) and Mantra (MFS100). The bidders to note that they have to supply either of the above mentioned biometric scanners under Type-1 category. The technical specification of the same is mentioned in the RFP document as **Annexure- C**.

S.No.	Biometric Scanner Type	Expected no. of Qty. required	Place of delivery
1	<p><b><u>Type-1 For biometric login to Transafe Application</u></b></p> <p>a. Morpho/MSO1300E, Morpho (MSO1300E2) b. Mantra/MFS100</p>	2,000	To be delivered at the Zonal offices/Circle Offices/Head Office where scanners are required, the addresses of which will be shared with the selected bidder while placing the order.
2	<p><b><u>Type-2: For Merchant Aadhaar Pay Transaction:</u></b></p> <p><b>For this category Biometric Scanners, the USB module i.e Type B, Type C etc.</b> of the Biometric Scanners to be supplied by the vendor will be mentioned during the issuance of the Purchase Order to the vendor.</p>	18000	

**Note:** Please note that number of Biometric scanners specified in the tender document is indicative only and UCO Bank reserves the right to alter the quantity in the event of any 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 also reserves the right to place the order for additional hardware (up to **25%** of the indicative quantity) equipment's at the agreed priced during the rate contract period with the same terms and conditions. Bank may place purchase order in phases within the contract period. No minimum order quantity commitment is guaranteed by the Bank to the vendor and Bank may or may not procure the entire indicative quantity.

15.3 The selected bidder shall deliver the above scanners within **six (06)** weeks for the North-East region and **four (04)** weeks for the rest of the country from the date of acceptance of Purchase Order, failing which the Bank reserves its right to levy liquidated damages.

15.4 Any problem, if occurs in course of Installation / Integration has to be settled by the selected bidder in coordination with the Bank's Biometric application vendor.

15.5 The selected bidder should maintain the scanners supplied under this RFP

during the **warranty period of three year**. During the warranty, the selected bidder is bound to do all hardware spares replacement for any reason without extra cost to Bank covering all parts & labour from the date of acceptance of the systems by UCO Bank at the respective locations i.e. on-site comprehensive warranty.

- 15.6 In case of States having Road Permit/entry tax, the bidder will have to liaison with local tax authorities and branch officials at each of the locations to obtain the necessary permissions from the respective authorities. Obtaining the necessary permission will be the responsibility of the bidder. UCO Bank will not provide any Form C or Way Bill etc. Clearance of the equipment from Tax Authorities would be the responsibility of the bidder.
- 15.7 The bidder will assign a Single Point Contact to the Bank who will assist & coordinate with the Bank for resolving any issues reported.
- 15.8 The selected bidder supplying the Biometric Scanners for **Type-1** or **Type -2** categories should provide the SDK (Software Development Kit) and driver of the proposed Scanners to the Bank Centrally for integrating the proposed Device with the existing Biometric Application Solution (Transafe)/ Merchant Aadhaar Pay Application. The selected bidder has to also assist the Bank's Biometric Application & Merchant Aadhaar Pay Application Service Provider's for integration of the proposed with the existing Biometric application.

## **16. Selection Process:**

- 16.1 There would be a two (2) stage evaluation process. The Stages are:
  - i) Technical & Functional Evaluation
  - ii) Commercial Evaluation.
- 16.2 The Technical & Functional evaluation will be done on the basis of compliance chart provided by bidder as per **Annexure-C for Type-1 Category & Annexure-D for Type-2 Category**. The Bidder should comply with all the points in scope of work.
- 16.3 Non-compliance of any point either in scope of work may lead to rejection from the further bidding process. After technical evaluation commercial bids of only technically qualified bidders will be opened.
- 16.4 The bidders complying 100% of the Technical Specification/Scope of Work, as defined in the RFP Document will be evaluated further.
- 16.5 The Commercial Bids of only technically qualified bidders will be opened and evaluated by the Bank and the evaluation will take into account the following factors:
  - a) The L1 Bidder will be selected separately for Type-1 and Type-2 categories on the basis of the amount quoted for proposed Biometric Scanners as per



**Table D in Annexure-G for Type-1 Category and Annexure-H for Type-2 Category.**

- b) The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
- c) In case there is a variation in value between numbers and words; the value mentioned in words would be considered.

**17. For Recipient Only**

The RFP document is intended solely for the information to the party to whom it is issued ("the Recipient" or "the Interested Bidder") and no other person or organization

**18. Cost borne by bidder**

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 / Bidder.

**19. Order Cancellation (Termination):**

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

- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
- b) The selected bidder goes into liquidation, voluntarily or otherwise.
- c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.
- d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- f) Deductions on account of liquidated damages exceed more than 10% of the total work order.

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

- g) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.
- h) UCO BANK reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

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.

## **20. Consequences of Termination:**

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

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

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

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

## 21. Force Majeure

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

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

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

## 22. Confidentiality

The 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
- **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 Master Contract.

### **23. RFP Response:**

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

All submissions will become the property of Bank. Bidders 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 Bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property rights that may subsist in the submission or Banking documents.

### **24. Award of Contract**

The bidder whose bid has been determined to be responsive and who quotes the lowest price will be treated as L1 Bidder for **Type-1 / Type-2** categories or both. However, the second lowest bidder (L2) and third lowest bidder (L3) will be given a chance to match the price with L1 and if L2 agrees, the Bank will empanelled the two vendors of L1 and L2 on rate contract and orders will be distributed between them in the ratio of **60:40** at L1 price on total requirement basis for **Type-1 & Type-2 Categories** provided the bidders agree to abide by all the terms & conditions of the RFP. In case if L2 vendor does not agree to match the L1 price, the next lowest will be given a chance to match the L1 price. This process will be continued till Bank gets the second vendor who agrees to match the L1 price. Please note that a bidder can apply either for Type-1 category / Type-2 Category or both. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder(s).

In case L2 bidder does not match the L1 price, the whole quantity will be ordered to L1 vendor only for Type-1 & Type-2 categories. A bidder can quote the same make & model of Biometric Scanner for Type-1 & Type-2 categories however Bank will consider the lowest price quoted by the bidder in Type-1 or Type-2 or both the categories. A bidder will procure the items as per the number of quantities mentioned in the RFP.

### **25. Purchase Order**

The Purchase Order will be issued to the vendor in Phases and separately for Type1 & Type-2 Categories within the Contract Period and Bank does not guarantee any minimum order quantity commitment to the vendor. Further, Bank at its own discretion may or may not procure the entire indicative quantity as mentioned in

the RFP Document. **For Type-2 category Biometric Scanners**, the **USB module i.e Type B, Type C etc.** of the Biometric Scanners to be supplied by the vendor will be mentioned during the issuance of the Purchase Order to the vendor.

## **26. Performance Bank Guarantee**

The Bank will require the selected Bidder to provide a Performance Bank Guarantee, within 15 days from the date of acceptance of the order or signing of the contract whichever is earlier, for a value equivalent to 10% of Total Cost of Ownership (i.e. total cost calculated for the indicative quantity of Biometric Scanners as mentioned in Type-1 and Type-2 Categories & taking into consideration the bifurcation of order based on L1/L2 criteria if any). The Performance Bank Guarantee should be valid for a period of **36 months and 3 Months** as claim Period. In case of extension of contract period, Bank Guarantee will be required to be extended for the said period. Performance Guarantee shall be kept valid till completion of the project and warranty period. The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and warranty period. In case the selected Bidder fails to submit performance guarantee within the time stipulated, The Bank, at its discretion, may cancel the order placed on the selected Bidder without giving any notice. Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

## **27. Penalty Charges**

The following penalty charges will be imposed on the bidder in the following circumstances:

- a. Due to Late Delivery:** If vendor fails to deliver Biometric Scanners within stipulated time schedule, the Bank shall , without prejudice to its other remedies under the contract , deduct from the ordered price, a sum equivalent to **1%** of the undelivered items for each week of delay or part thereof maximum up to **10%** of the order value. The Bank will deduct the penalty amount from any of the outstanding amount payable to the bidder.
- b. Due to damage/malfunctioning of the Biometric Scanners:** If the **10% of the ordered quantity** Biometric Scanners supplied by the vendor gets malfunctioned/damages/non –generating the Signing Certificates/non-supporting any of the Banks application, Bank will impose the **penalty sum equivalent to 10% of the order value for the delivered items.**

## **28. Payment Terms:**

Terms of Payment will be as under:

- a. No advance payment will be done to vendor.
- b. 100% on delivery of the specified goods at the above mentioned site address for which the purchase order is raised.
- c. Amount is payable only after satisfactory discharge of the services as per this document & after deduction of applicable penalties, if any.
- d. The price quoted by the bidder shall be fixed and not subject to adjustment during the contract period irrespective of reasons whatsoever including exchange rate fluctuations, changes in taxes, duties, levies, charges etc.
- e. The bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government Levies viz. Sales Tax, Excise Duty, Custom Duty etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during the contract period.

### **29. Payment Authority**

The payments as per the Payment Schedule covered hereinabove shall be paid by this office (DIT, Head Office). However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/live running and Delivery Confirmation report from the concerned offices where the purchased equipments have been delivered. Following Documents are to be submitted for Payment:

29.1 Invoice in Triplicate

29.2 Original Octroi Receipts, if any

29.3 Duly receipted Delivery Challan

29.4 Delivery Report, counter signed by an authorized official from the delivery site

### **30. Delivery Schedule**

The selected bidder shall deliver the above scanners within **six (06)** weeks for the North-East region and **four (04)** weeks for the rest of the country from the date of acceptance of Purchase Order, failing which the Bank reserves its right to levy liquidated damages.

### **31. 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.

### **32. Dispute Resolution Mechanism**

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

32.1 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.

32.2 The matter will be referred for negotiation with the competent authority of the UCO BANK/Purchaser and the Authorized Official of the selected Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

32.3 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.

32.4 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.

32.5 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.

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.

### **33. Normalization of Bids**

Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; Bank may at its discretion ask all the technically Shortlisted Bidders to

resubmit the technical and commercial bids once again for scrutiny. The re-submissions can be requested by Bank in the following two manners:

- Incremental bid submissions in part of the requested clarifications by Bank
- Revised submissions of the entire bid in the whole

Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to Company during this process at their cost. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

#### **34. Jurisdiction**

The jurisdiction of the courts shall be Kolkata.

#### **35. Authorize Signatory**

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

#### **36. Signing of the Bid**

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

#### **37. Non-Assignment:**

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

#### **38. Non-Disclosure Agreement:**

The selected vendor is required to sign a Non-Disclosure Agreement with UCO Bank and the format of the Non-Disclosure Agreement will be provided by the Bank later.

#### **39. Governing Laws & Jurisdiction of the Court:**

The provisions of this RFP and the Service Level Agreement to be executed shall be governed by the laws of India for the time being in force and the Rules made



thereunder from time to time and all the dispute(s) or difference(s) arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts at KOLKATA.

#### **40. General Terms & Conditions**

- 40.1 The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
- 40.2 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 40.3 The Bank reserves the right to modify any terms, conditions or specifications for submission of offer and to obtain revised Bids from the bidders due to such changes, if any.
- 40.4 The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part. In all the aforesaid matters, Bank's decision is final and conclusive.
- 40.5 The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement without assigning any reason, whatsoever and without any cost or compensation therefor.
- 40.6 Canvassing of any kind will be a disqualification and the bank may decide to cancel the bidder from its empanelment.
- 40.7 **Preliminary Scrutiny:** UCO BANK will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.
- 40.8 **Clarification of Offers:** 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.
- 40.9 **Non-Transferable Offer:** This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the

necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.

- 40.10 **Address of Communication:** Offers/bid should be addressed to the address given in Bid Details-control sheet table in this RFP.
- 40.11 **CONFIDENTIALITY OF THE BID DOCUMENT:** The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.
- 40.12 If an agent bid on behalf of the Principal, the same agent shall not submit a bid on behalf of another Principal in the same tender for this project.”
- 40.13 **Cancellation of tender process:** Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason and without any cost or compensation therefor.
- 40.14 **Audit by Third Party:** Bank at its discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank.
- 40.15 **Publicity:** Any publicity by the bidder in which the name of UCO Bank is to be used should be done only with the explicit written permission of UCO Bank. The Vendor shall not make or allow making a public announcement or media release about any aspect of the Contract unless UCO BANK first gives the Vendor its prior written consent.
- 40.16 **Modification of Order :** Bank reserves its rights to modify (i.e., addition and reduction) the Purchase/Work Order as per its requirement and the payment for such addition /reduction would be determined on pro rata basis or on mutual consent of the parties.
- 40.17 **Response of the Bid:** The Bidder should comply all the terms and conditions of RFP.
- 40.18 Bidder is required to comply with and adhere to all Laws, Rules, Regulations, Bye-Laws, Guidelines and Notifications etc. Any license, if required for providing the services, needs to be secured by the bidder. The bidder is solely responsible for any legal obligation related to this.
- 40.19 **Price Discussion:** It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 40.20 The services to be availed from the selected bidder are on a principal to principal basis and do not create any employer- employee relationship. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Vendor, for any

assignment under the purchase contract to be issued for this RFP. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Vendor shall be paid by Vendor alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Vendor's employee, agents, contractors, and subcontractors, etc. The Vendor shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc. However, the Vendor would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

40.21 The Vendor is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The Vendor shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by the Bank. Vendor shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Vendor and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power , or outside the scope of power, vested under the purchase contract to be issued for this Tender.

40.22 UCO BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. UCO BANK has the right to re-issue tender/bid. UCO BANK reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. UCO BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

40.23 In case of amalgamation of the bidder company with one/more than one company/ any other company takes over the bidder company with whom the Bank will execute the contract, the Bank will continue to do its business with the acquirer one.

#### **41. Warranty & Maintenance**

41.1 The offer must include warranty of **three (03)** years from the date of delivery of the equipment including the replacement of spare parts for any reason.

41.2 Selected Bidder should guarantee that the equipment delivered to the Bank are brand new, including all components.

- 41.3 The selected Bidder should also guarantee that all the software components supplied by the Bidder is licensed and legally obtained.
- 41.4 Selected Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered by the offer.
- 41.5 Selected Bidder must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period Bidder shall maintain the equipment and repair/replace all the defective components at the installed site, at no additional charge to the Bank.
- 41.6 If any particular Scanner is frequently becoming out of order for mechanical reasons for more than three times in a month, The Bank may ask the selected Bidder to replace the Scanner and the selected Bidder shall replace the Scanner with new Scanner (same or better configuration) at no extra cost to the Bank.

Warranty should not become void if Bank buys any other supplemental hardware from a third party and install it with these equipment. However, the warranty will not apply to such hardware items installed.

#### **42. Documents Constituting the Bid**

The Eligibility/Technical bid must be made in an organized and structured manner in the following form:

- a. Table of Contents (Index)
- b. Tender Offer Forwarding Letter (Annexure – A)
- c. Compliance to Eligibility Criteria (Annexure–E) - Along with all required documentary evidence.
- d. General Details of Bidders (Annexure - B)
- e. Proforma for Performance Guarantee (Annexure-K)
- f. Format of EMD as Bank Guarantee (Annexure –J)
- g. Format of Pre-Bid Queries to be submitted by the Bidder(s) (Annexure –I)
- h. Technical bid template (Annexure –C & Annexure-D)
- i. Masked Commercial Bid (Annexure-G and Annexure-H)
- j. Undertaking by the Bidder (Annexure –F)
- k. Pre Contract Integrity Pact ( Annexure-L)

**The Bidder should enclose a copy of the Masked Commercial Bid (as per the format provided in Annexure-G & Annexure-H) without the prices (please put 'XXX' mark wherever prices are quoted) along with other bid documents for evaluation purpose.**

**Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.**

**Bid Offer Forwarding Letter**

**RFP Ref. No.: DIT/BPR&BTD/OA/402/2017-18**

**Date: 16.05.2017**

To,

The Deputy General Manager,  
IT, BPR & BTD, UCO Bank, Head Office-II,  
Department of Information Technology (DIT),  
7th Floor, 3 & 4 DD Block, Sector -1,  
Salt Lake City, Kolkata -700064

Dear Sir,

**Sub: Your Request for Proposal (RFP) for "Supply of Biometric Scanners-Type-1/Type-2 Category"**

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for **"Supply of Biometric Scanners"** mentioned in the RFP document forming Eligibility / Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility / Technical as well as Commercial Bids by the Bank, we undertake to provide **Supply of Biometric Scanners** as per your purchase orders.

We will submit a Performance Guarantee for a sum of **amount 10% of total PO value** valid for a period of **39 months** including claim period of **3 months**.

We agree to abide by the terms and conditions of this tender offer till 180 days from the date of eligibility / technical bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days.

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive.

The BG details are enclosed as follows:

1. BG No. \_\_\_\_\_ Dated \_\_\_\_\_ as EMD.

BG issued by \_\_\_\_\_ Bank \_\_\_\_\_ branch.

Dated this \_day of \_\_\_\_\_ 2017

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

(In the Capacity of) \_\_\_\_\_

Duly authorized to sign the tender offer for and on behalf of

**General Details of the Bidder****A. Profile of Bidder**

Name of bidder:

**1. Location**

Regd. Office:

Controlling Office:

**2. Constitution****3. Date of incorporation & Date of Commencement of business:****4. Major change in Management in last three years****5. Names of Banker /s****B. Financial Position of Bidder for the last three financial years**

	2014-15	2015-16	2016-17
Net Worth			
Turnover			

**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 PSU organization/BFSI in India specifying the number of Banks and branches

Details of Experience in the field of supplying the Biometric Scanners:

PSU Organization/BFSI		
Name of Organization	Period	
	From	To

**N.B. Enclose copies of Purchase Orders and references**

Signature of Bidder: \_\_\_\_\_

Place: \_\_\_\_\_

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

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

Business Address: \_\_\_\_\_

**Technical Specification for Biometric Scanners (Type-1 Scanner)****Hardware Specification:**

SI No	Specification	Requirement	Compliance (Y/N)
1	Make/Model No.	To be specified	
2	Fingerprint template Compliance for minutiae data	ISO 19794(2)	
3	Fingerprint template Compliance for image resolution	ISO 19794(4)	
4	Image Acquisition Requirements	PIV	
5	Scan resolution pixels/centimetre (ppcm)	197	
6	Scan resolution pixels/inch (ppi)	500	
7	Pixel depth (bits)	8 bit 256 grey scale	
8	Firmware level encryption	Yes	
9	Enrolment and Verification (other than just the image of the finger being captured)	Live Swipe	
10	Impression type	Live-scan plain / Live-Scan Contactless may be considered for verification.	
11	Light source dependability	No	
12	High Resistance	To shock, abrasion and water	
13	Algorithm should include	Image Quality Determination and feature generalisation	
14	Encryption of fingerprint template	Using unique foreign key	
15	USB connectivity	1. Yes, USB 2.0, USB3.0 2. Micro USB, Type B, Type C	
16	Capture mode	Plain live scan capture	
		Auto capture with built-in quality check (incorporates NIST quality considerations)	
17	Power	Through USB	
18	Software API	Interface API and Data Dictionary to be shared with the bank and documentation to enable seamless integration with CBS or any other system.	
19	Scanner and Supplier - STQC Certified	Yes	
20	Technical Support Office	India	



**Technical Specification for Biometric Scanners (Type-2 Scanner)****Hardware Specification:**

SI No	Specification	Requirement	Compliance (Y/N)
1	Make/Model No.	To be specified	
2	Fingerprint template Compliance for minutiae data	ISO 19794(2)	
3	Fingerprint template Compliance for image resolution	ISO 19794(4)	
4	Image Acquisition Requirements	PIV	
5	Scan resolution pixels/centimetre (ppcm)	197	
6	Scan resolution pixels/inch (ppi)	500	
7	Pixel depth (bits)	8 bit 256 grey scale	
8	Firmware level encryption	Yes	
9	Enrolment and Verification (other than just the image of the finger being captured)	Live Swipe	
10	Impression type	Live-scan plain / Live-Scan Contactless may be considered for verification.	
11	Light source dependability	No	
12	High Resistance	To shock, abrasion and water	
13	Algorithm should include	Image Quality Determination and feature generalisation	
14	Encryption of fingerprint template	Using unique foreign key	
15	USB connectivity	Micro USB, Type B /Type C	
16	Capture mode	Plain live scan capture	
		Auto capture with built-in quality check (incorporates NIST quality considerations)	
17	Power	Through USB	
18	Software API	Interface API and Data Dictionary to be shared with the bank and documentation to enable seamless integration with CBS or any other system.	
19	Scanner and Supplier - STQC Certified	Yes, Level 1 Complied	
20	Technical Support Office	India	

**Note:-**

1. Copy of STQC compliant to be submitted.
2. Bidder has to comply all the above points. Non-compliance of any item/specification given above will entail rejection of the bid.
3. Product brochures and details should be enclosed in technical documents.  
We confirm that the proposed scanner comply all the above required specification as mentioned above.

**Signature of Bidder:** \_\_\_\_\_

**Place:**

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

**Date:**

**Business Address:** \_\_\_\_\_

**Eligibility Criteria Compliance**

<b>Sl. No.</b>	<b>Eligibility Criteria</b>	<b>Mention the document/ evidence submitted</b>	<b>Bidders Compliance (Yes/No)</b>
1	The bidder must be a Limited Company, registered in India under the companies Act 1956 (Proof required).	Copy of Letter of Incorporation/ Commencement of Business whichever applicable to be submitted	
2	The bidder should be an OEM or their authorized representative / dealer in India.	Proof of document – in case of OEM, self-declaration and in case of authorized representative / authorized dealer in India the letter from the OEM to be submitted.	
3	The bidder should be profit making company and should have posted net profit for last three years (2014-15, 2015-16, 2016-17) or should have positive net worth in the last three years (2014-15, 2015-16, 2016-17)	Copy of Audited Balance sheet to be enclosed.	
4	The bidder should have a minimum yearly turnover of Rs. 5 Crores per year during last 3 years (2014-15, 2015-16, 2016-17).	Copy of the audited Balance sheets of the company showing turnover of the company to be submitted.	
5	The bidder should have supplied at least 6000 Biometric finger print scanners in PSU Banks / Private Sector or any Govt. Organization in India as whole. Out of 6000 nos., Bidder should have supplied 1000 nos. of Biometric Scanners during the last financial year i.e 2016-17.	Copy of Purchase Orders to be enclosed mentioning the quantity of Biometric Scanners supplied by the bidder.	
6	The proposed make / model of biometric scanners to be supplied in this RFP for Type-1 should be STQC certified Level 0 either of Morpho(MSO 1300E/MSO1300E2)/ Mantra (MFS100) and for type-2, scanners should be STQC certified with Level 1 complied as per UIDAI by RFP Submission date and type-1 scanners	Bidders applying for Type-1 Category scanners have to mention the make & model i.e either of Morpho (MSO 1300E/ MSO1300E2) / Mantra (MFS100) and same should be STQC Certificate with Level 0. Bidders applying for Type-2 Category have the quote the make/model with Level 1 complied and meeting the UIDAI	

	should be compatible to our Biometric Application Transafe.	Aadhaar registered Specification. An undertaking by the bidders in this regard need to be submitted.	
7	Any bidder, who is debarred / blacklisted by any Bank / PSU / Govt. Organization for non-performance or any other reason, is not eligible to participate	A Self Declaration in this regard to be submitted.	
<p>Note: In this tender process, authorized representative / distributor / dealer in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted.</p>			

**Undertaking to be given by the Bidders**  
**(On Company Letter Head)**

To,

**Deputy General Manager,  
IT, BPR & BTD  
UCO Bank, Head Office,  
Department of Information Technology,  
7<sup>th</sup> Floor, 3&4 DD Block, Salt Lake,  
Kolkata-700064**

Dear Sir,

**Sub: Supply of Biometric Scanners (Type-1/Type-2 Category)**

This bears reference to your RFP Ref. No. DIT/BPR&BTD/OA/402/2017-18 Dated 16/05/2017.

1. We warrant that everything to be supplied by us shall be brand new, free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established standards for materials specification, drawings or samples if any, and shall operate properly. We shall be fully responsible for its efficient operation.
2. We hereby extend our full guarantee and warranty as per terms and conditions of the Bid and the contract for the equipment and services offered against this invitation for Bid.
3. We undertake to provide support services during warranty period in terms of the RFP.

Your's faithfully,

Authorised Signatory,  
(Name & designation)

Date:

For and on behalf of M/s \_\_\_\_\_

**Masked Commercial Bid****For Type 1 Category Scanner**

SI No	Item	Make/Model	Qty. (A)	Unit Price with 3 years warranty (B)	Tax type and percentage per unit (C)	Total D =A x (B+C) (D) (in Rs.)
1	STQC (Standardization Testing and Quality Certification) Level 0 Compliant Biometric Fingerprint Scanners	Morpho (MSO1300E/MSO1300E2) Mantra(MFS100)	2,000			
<b>Total Cost (Amount quoted in Figures)</b>						
<b>(Amount quoted in words)</b>						

# The quantity mentioned is indicative only. Bank doesn't guarantee any minimum or maximum quantity of procurement. Payment will be paid based on the number of indicative items as prescribed in the RFP requirements.

# The L1 (lowest one) will be selected as successful bidder as per Total Cost of Ownership i.e. the amount mentioned in Table-D.

**Note:**

- Bidders should strictly quote in the format and for periods as mentioned above. No column/row should be left blank. In case of '0' (Zero)/NIL, it should be mentioned clearly as '0' (Zero)/NIL.
- In case of any discrepancy between figures & words, the amount in words shall prevail.
- Taxes will be paid as per the actuals. "in case there is a change in the tax regime in future, the same will be paid".
- Prices quoted by Vendors should be inclusive of all costs such as, taxes etc. that need to be incurred. In future if Govt. will replace service TAX with any other TAX structure, Bank will pay the same as per actual.
- VAT/CST and Service Tax would be paid extra at actuals on submission of relevant invoice & proof. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- The bidder is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR would not be considered.
- No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.
- The actual cost of Octroi will be reimbursed as actual.

We certify that all the components quoted above include cost of all activities and prices quoted are all in compliance with the terms stipulated in the RFP No:

We also confirm that we agree to all the terms and conditions mentioned in this RFP No -----

Place:

Date:

Business Address:

Signature:

Name:

**Masked Commercial Bid  
For Type 2 Category Scanner**

SI No	Item	Make/Model	Qty (A)	Unit Price with 3 years warranty (B)	Tax type and percentage per unit (C)	Total D = A x (B+C) (D) (in Rs.)
1	STQC (Standardization Testing and Quality Certification) Compliant Level 1 Biometric Fingerprint Scanners		18,000			
<b>Total Cost (Amount quoted in Figures)</b>						
<b>(Amount quoted in words)</b>						

**# The quantity mentioned is indicative only. Bank doesn't guarantee any minimum or maximum quantity of procurement. Payment will be paid based on the number of indicative items as prescribed in the RFP requirements.**

**# The L1 (lowest one) will be selected as successful bidder as per Total Cost of Ownership i.e. the amount mentioned in Table-D.**

**Note:**

- Bidders should strictly quote in the format and for periods as mentioned above. No column/row should be left blank. In case of '0' (Zero)/NIL, it should be mentioned clearly as '0' (Zero)/NIL.
- In case of any discrepancy between figures & words, the amount in words shall prevail.
- Taxes will be paid as per the actuals. "In case there is a change in the tax regime in future, the same will be paid".
- Prices quoted by Vendors should be inclusive of all costs such as, taxes etc. that need to be incurred. In future if Govt. will replace service TAX with any other TAX structure, Bank will pay the same as per actual.
- VAT/CST and Service Tax would be paid extra at actuals on submission of relevant invoice & proof. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- The bidder is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR would not be considered.
- No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.
- The actual cost of Octroi will be reimbursed as actual.

We certify that all the components quoted above include cost of all activities and prices quoted are all in compliance with the terms stipulated in the RFP No:

We also confirm that we agree to all the terms and conditions mentioned in this RFP No -----

Place:

Date:

Business Address:

Signature:

Name:

**Format of Pre-Bid Queries to be submitted by the Bidder(s) for Type-1/Type-2**

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>RFP Page No.</b>	<b>RFP Clause No.</b>	<b>Original RFP Clause</b>	<b>Subject/Description</b>	<b>Query sought/Suggestions of the Bidder</b>



Format of Bank Guarantee (EMD)

To,

The Deputy General Manager  
IT, BPR & BTD  
UCO Bank, Head Office  
Department of Information Technology  
5th Floor, 3&4, DD Block, Sector-I  
Salt Lake, Kolkata -700064

Dear Sir,

In response to your invitation to respond to your RFP for Procurement of Biometric Scanners, M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for supply of Biometric Scanners and related services as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the \_\_\_\_\_ Bank having our Head Office \_\_\_\_\_ hereby irrevocably guarantee an amount **For Type-1 Category: Rs 2,00,000/- (Rupees Two Lacs Only) and For Type-2 Category: Rs 5,00,000/- (Rupees Five Lacs Only)** as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

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

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, 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 RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on demand to UCO BANK the said amount of Rupees Fifty Lacs 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 RFP 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 Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed **For Type-1 Category: Rs 2,00,000/- (Rupees Two Lacs Only) and For Type-2 Category: Rs 5,00,000/- (Rupees Five Lacs Only)**.
2. This Bank guarantee will be valid upto \_\_\_\_\_; 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

**Note:** 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.

**PROFORMA FOR PERFORMANCE 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 "Purchaser") having agreed to exempt M/s **(Name of the Selected bidder Company)** a Company incorporated under the Companies Act, 1956 having its registered office at **(Address of the Selected bidder company)** (hereinafter called "SELECTED BIDDER") from the demand, under the terms and conditions of Purchaser's Letter of Intent bearing no. ....dated ..... issued to the Vendor (hereinafter called "Purchase Order")in pursuance of Request For Proposal no. -----as modified, of security deposit for the due fulfillment by the VENDOR of the Terms and conditions contained in the Purchase Order, 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 "Bank") at the request of ..... [VENDOR] do hereby undertake to pay to Purchaser an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by Purchaser by reason of any breach by the said VENDOR 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 Purchaser stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....

3. We undertake to pay to Purchaser any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

4. We, ..... [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement

and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said have been fully paid and its claims satisfied or discharged or till Purchaser certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before .....(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We ..... [Indicate the name of bank ISSUING THE GUARANTEE] further agree with Purchaser that Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our

liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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 Purchaser in writing. Notwithstanding anything contained herein:

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

ii) This Bank Guarantee shall be valid upto ..... and

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

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

8. Dated the ..... day of ..... for..... [Indicate the name of Bank]

**NOTE:**

1. Selected vendor should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.

2. Bank 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.

**PRE-CONTRACT INTEGRITY PACT**

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

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of....., 20\_\_between, on one hand 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 {hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.....represented by Shri.....,..... (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a .....Department performing its functions on behalf of UCO BANK.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward,

favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour

to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the

BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of \_\_ ;
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the



provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **6. Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of UCO Bank, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the UCO Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be-entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **7. Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying 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 PS U and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, 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.

## **8. Independent Monitors**

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the

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

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties/The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/'Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic Situations.

## **9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

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

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

## **11. 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 provisions of the extant law in force relating to any civil or criminal proceedings.

## **12. Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_on\_\_\_\_\_.

BUYER

BIDDER

Name of the Officer

Authorised Signatory

Designation

Deptt

Witness

Witness

1.

1.

2.

2.