

# Request for Proposal (RFP)

For

## Supply, Installation and Maintenance of Scanners for Cheque Truncation System (CTS) 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/404/2017-18    Date: 16/05/2017**

**Cost of the RFP document:- Rs.2,000/- ( Rupees Two Thousand only)**

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, Installation & Maintenance of CTS Scanner on Rate Contract Basis. It should not be reused or copied or used either partially or fully in any form.

## **Disclaimer**

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

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### Bid Control Sheet

Tender Reference No.	DIT/BPR&BTD/OA/404/2017-18 Dated 16/05/2017
RFP Document Issue Date	16/05/2017
Cost of Tender documents	Rs 2,000/- (Rupees Two Thousand Only)
Earnest Money Deposit (EMD)	Rs 2,00,000/- (Rupees Two Lacs Only)
Pre-bid queries to be received only online at	<a href="https://eauction.auctiontiger.net">https://eauction.auctiontiger.net</a> on or before 25/05/2017 at 05.00 pm
Last Date & Time for Online submission of Bid Documents and response	05-06-2017 till 3.00 PM <a href="https://eauction.auctiontiger.net">https://eauction.auctiontiger.net</a>
Opening of Technical Bids	05-06-2017 at 5.30 PM
Opening of Commercial Bids	Will be informed separately to technically qualified bidders.
Website for online RFP	<a href="https://www.ucobank.com">https://www.ucobank.com</a> & <a href="https://eauction.auctiontiger.net">https://eauction.auctiontiger.net</a>
Address for communication	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
Address for support for online RFP	Mr. Gaurav Tiwari, e-Procurement Technologies Ltd. Email: <a href="mailto:gaurav.tiwari@auctiontiger.net">gaurav.tiwari@auctiontiger.net</a> Phone: 7940230809

**Note:** 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.

#### **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

RBI has initiated CTS implementation in the country with NCR-Delhi in 2006-2007. Subsequently the city based CTS clearing was replaced by Grid CTS as proposed by NPCI/ RBI. As on date three Grids are operational in country viz. CTS Southern, Northern & Western Grids. Bank is participating in all three Grids and presently 239 scanning centres (**69 MICR Centres, 142 Non-MICR Centre & 28 Hub & Spoke Centres**) are live in CTS clearing across the country.

In Grid based CTS environment, the processing of inward clearing takes place centrally for each Grid whereas the processing of outward clearing takes place at the individual Centres. The CTS Cheque Scanners are required to capture the cheque images to facilitate the outward clearing at these scanning Centres.

## 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, Installation & Maintenance of Scanners for Cheque Truncation System (CTS)**" on top of the envelope containing Technical Bid & "**Commercial Bid for Supply, Installation & Maintenance of Scanners for Cheque Truncation System (CTS)**" on top of the envelope containing Commercial Bid. These two separate sealed envelopes should be put together in another sealed envelope super scribing "**Bid for Supply, Installation & maintenance of Cheque Truncation System (CTS) Scanners**" 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**.

3.3 Bidder should submit Price bid as per **Annexure-F**.

3.4 In case of discrepancy between figures and words, the amount in words shall prevail. **L1 will be determined on the base of cost quoted in Annexure-F.**

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 email as mentioned in the Bid 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: <a href="mailto:hodit.calcutta@ucobank.co.in">hodit.calcutta@ucobank.co.in</a>
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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 valid for a period of 180 days together with a claim period of 30 days in favour of UCO Bank payable at Kolkata for an amount mentioned hereunder:

<b>Particulars of Job to be undertaken</b>	<b>EMD</b>
Supply, Installation & Maintenance of Scanners for Cheque Truncation System (CTS)	Rs. 2,00,000/-

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process without any interest thereon. The EMD of successful bidder(s) will be returned to them on submission of Performance Bank Guarantee (s) either at the time of or before the execution of Service Level Agreement (SLA).

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

- a. If the bidder withdraws its bid during the period of bid 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 to be submitted
2	The bidder should be an OEM or their authorized representative / dealer in India. In case of authorized representative / authorized dealer in India the letter from the OEM to be submitted.	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 annual turnover of Rs. 5 Crores per year during last 3 Financial Years (2014-15, 2015-16, 2016-17).	Copy of Audited Balance sheet to be enclosed.
5	The CTS Scanners proposed to be supplied under this RFP should be compatible with the Bank's existing CTS application – AiDPS running in the respective CTS Grids i.e. CTS Northern & Southern Grids respectively. The selected bidder is also responsible to ensure that the proposed make and model of scanner is compatible with the bank's existing CTS application.	Certificate from any Bank where the CTS scanners are working with the said CTS software to be submitted.
6	The bidder should have presence across the country with own/ authorized channel partner Support Center. The bidder should have technical manpower with good technical experience to provide service and support at various branches across the country under this Contract.	An Undertaking to this effect to be submitted along with the details of support center.
7	Any bidder, who is debarred / blacklisted by the Bank as on date of publication of this RFP for non-performance or any other reason, is not eligible to participate.	An undertaking to this effect in the letterhead of the company 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>		

## 8. Pre-bid Meeting:

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, the bidder can send the queries in which it should be reached by email as mentioned in Bid Control Sheet mentioned above. It may be noted that no query of any bidder shall be entertained / received after the above mentioned date. Queries raised by the prospective bidders and the Bank's response will be available at Bank's web site.

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

## **9. 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.

## **10. Contract period:**

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

Bank will enter into the rate contract in which the vendor for a period of **01 Year** for Supply, Installation & Maintenance of Scanners for Cheque Truncation System (CTS) 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 empanelment period will commence effective from the date of execution of the Service Level Agreement (SLA) unless terminated earlier by the Bank 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 1 (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.

## **11. Scope of Work**

As on date, scanners of only the following makes are being used by the Bank.

- 1. CTS Electronics**
- 2. Digital Check Corporation**
- 3. Panini**
- 4. Burrough**

To cater the requirement of increasing volume of instruments being scanned, Bank vide this RFP is in the process of empanelling the vendor for purchasing the CTS Cheque scanners on rate contract basis. Only authorized dealers/resellers of CTS Cheque scanners are eligible to participate in this bidding process.

Bank is currently using the CTS Application **AiDPS** from M/s Aperta Ltd. at CTS Southern & Northern Grids and Bank intends to procure **120 Nos.** (Indicative Quantity) of CTS Scanners for the branches under **CTS Northern & Southern Grids** respectively.

The Bank is pleased to invite proposal for Supply, Installation and Maintenance of CTS Scanners with detailed specifications mentioned in **Annexure–C** for the following types:

Sl. No.	Description	Estimated Quantity
1	<b>CTS Scanner with minimum 100 DPM</b>	<b>120</b>

**Note:** The quantity mentioned above is indicative and may vary based on the requirement of the bank. Bank reserves the right to change the quantity before placing the Purchase Order to selected bidder. Bank may place purchase order in phases within the contract period and Bank will not provide any minimum/maximum quantity commitment. Bank does not guarantee any minimum quantity of order. Bank may keep an option to increase/decrease the projected quantity by **±25%** of the total indicative requirement mentioned as above.

The scope of work for the selected vendor is defined as below:

- a. Supply, Installation and Maintenance of CTS Scanners compatible with Banks CTS application at respective locations across the country.
- b. Scanners should be installed with dedicated Desktops by loading the related drivers and tested for successful creation of files. Bidder has to demonstrate the working of CTS scanner to the Branch/CBO Officials by scanning few cheques.
- c. Selected Bidder shall co-ordinate with Bank's existing CTS Application vendor for configuration/ integration of Scanners with their respective CTS Application to implement CTS project. The selected bidder has to assist the Banks CTS Application provider during the integration of the CTS Scanners with the existing CTS Application.
- d. The selected bidder shall deliver the above scanners within **four (04) weeks** from the date of acceptance of Purchase Order, failing which the Bank reserves its right to levy liquidated damages.
- e. Any problem, if occurs in course of Installation / Integration has to be settled by the selected bidder in coordination with the Bank/ CTS Application vendor.
- f. The selected bidder should maintain the scanners during warranty period of three years. 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 installation of the systems by UCO Bank at the respective locations i.e. on-site comprehensive warranty.
- g. No visit/service charges will be borne by the Bank for replacement/ repairing of the hardware.
- h. 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.

- i. The selected bidder should provide adequate training and operational guidelines to designated bank personnel.
- j. The bidder will provide a single point contact to the Bank which will assist the Bank for resolving all the issues persisting with respect to the CTS Scanners.

## **12. Selection Process:**

12.1 There would be a two (2) stage evaluation process. The Stages are:

- i) Technical Evaluation
- ii) Commercial Evaluation.

12.2 The Technical evaluation will be done on the basis of compliance chart provided by bidder as per **Annexure-C**. The Bidder should comply with all points in scope of work.

12.3 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.

12.4 The bidders complying 100% of the Technical Specification/Scope of Work, as defined in the RFP Document will be evaluated further.

12.5 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 on the basis of the amount quoted for proposed items as per **Column E in Annexure F**.
- 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.

## **13. 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.

#### **14. 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, and Notifications etc.
- d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- 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.

#### **15. 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.

#### **16. Indemnity:**

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

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 fulfill 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.

## 17. 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.

## 18. 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.

**19. 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.

**20. Award of Contract**

After evaluation, the bidder whose bid has been determined to be responsive and who quotes the lowest price will be treated as '**L1**' Bidder. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder(s).

**21. Purchase Order**

The Purchase Order will be issued to the vendor in Phases within the Contract Period and Bank does not guarantee any minimum order quantity commitment to the vendor. The vendor has to deliver the CTS scanners at the branch/city back office address as mentioned in the Purchase Order. Further, Bank at its own discretion may or may not procure the entire indicative quantity as mentioned in the RFP.

**22. 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 Purchase Order or signing of the contract whichever is earlier, for a value equivalent to 10% of the total order value for the indicative quantity as mentioned in the RFP. The Performance Guarantee should be valid for a period of **39 months (36+3 months claim period)**. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity.

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 Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

### **23. 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 CTS 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.

### **24. Payment Terms:**

Terms of Payment will be as under:

- a. **90% of the order value** along with VAT / Service Tax and Octroi on actual basis will be paid on delivery, installation and acceptance of ordered items, after realizing penalty charges for late delivery and / or late installation, if any. The claim for payment should contain proof of delivery, installation note & User Acceptance Report signed with date by an authorized official of UCO Bank at the respective sites, original Octroi, receipt, waybill etc.
- b. In case, the item is delivered but the installation is delayed on account of site not ready, **70% payment** may be released on production of site not ready (SNR) certificate from the concerned Site and rest **20% of the order value** after completion of the installation as mentioned above.
- c. **Remaining 10%** of the cost along with applicable taxes would be paid after 30 days of satisfactory working of the Scanners or against submission of Bank Guarantee of equivalent amount.

### **25. Payment Authority**

Purchase orders will be placed by respective Zonal Offices. The billing shall be done locally on the respective Zonal offices for which the Scanner is being purchased and payment will be done by them. Sales Tax/VAT will be paid extra by the respective Zonal offices as per applicable rates of sales tax / VAT in the respective states. Octroi / Entry tax, if any, will be reimbursed as per actual on production of original receipt.

The following documents are to be submitted for Payment:

- Invoice in Triplicate
- Duly receipted Delivery Challans
- Original Octroi Receipts, if any.

- Installation Report, counter signed by an authorized official from the delivery site.
- Site not ready (SNR) Certificate from concerned branch/regional office ( in case site is not ready).

## **26. 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.

## **27. 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.

## **28. 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:

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

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.

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.

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.

**29. Jurisdiction**

The jurisdiction of the courts shall be Kolkata.

**30. Authorised 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.

**31. 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.

**32. 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.

**33. 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.

**34. 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.

**35. General Terms & Conditions**

35.1 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.

35.2 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.

35.3 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.

35.4 Canvassing of any kind will be a disqualification and the bank may decide to cancel the bidder from its empanelment.

### **36. Warranty & Maintenance**

36.1 The vendor must provide 3 years' on-site comprehensive warranty for CTS Scanners supplied under this RFP 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.

36.2 Bank may ask the Vendor to undertake to maintain the hardware/peripherals supplied under this RFP after the expiry of the above warranty period, for a further period of 2 years on mutually agreed terms and conditions.

36.3 Under Annual Maintenance Contract all parts & labour should be covered for onsite support. UCO Bank, however, reserves the right to enter into Annual Maintenance Contract (AMC) agreement either location-wise / Zone-wise or from a single centralized location. Bank also reserves the right to enter into AMC either with the vendor or any other Service Provider at its sole discretion.

36.4 During the warranty period, the vendor will have to undertake comprehensive maintenance of the entire hardware, hardware components, systems software and accessories supplied by the vendor. Uptime Calculation is as follows:

<b>Uptime</b>	<b>% of payment</b>
<b>99.9% or more</b>	<b>100%</b>
<b>&gt;98% to &lt;99%</b>	<b>90%</b>
<b>&gt;97% to &lt;98%</b>	<b>80%</b>
<b>&gt;96% to &lt;=97%</b>	<b>70%</b>
<b>&gt;95 to &lt;=96%</b>	<b>60%</b>
<b>Less than 95%</b>	<b>Nil</b>

This service is to be provided on all the working days of the Bank between 9 a.m. to 9 p.m. notwithstanding the fact whether on such days the selected vendor's office remains closed or not. A minimum uptime of 99.00% during the working hours per equipment has to be guaranteed on quarterly basis. The request for support shall have to be attended by the vendor even if the request is made over telephone/ SMS or by e-mail/fax by the respective sites, within 2 hours within City limits, within 6 hours in the Suburb (25 Km radius) and

within 12 hours at all other places (Response time). All the Items supplied should be repaired within 24 hours (Resolution time). Calculation of uptime will be monthly basis as per following criteria.

$$\% \text{ of uptime} = \frac{[\text{Total Business hours (24X7 basis) in month} - \text{Total downtime during business hours (24X7 basis) in month}] \times 100}{[\text{Total Business hours (24X7 basis) in month}]}$$

In case of vendor failing above standards, a standby arrangement should be provided till the machine is repaired.

36.5 The Vendor shall be fully responsible for the manufacturer's warranty for all equipment, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship, or any act or omission of the manufacturer / Vendor or any defect that may develop under normal use of supplied equipment during the warranty period.

36.6 Warranty shall not become void even if UCO Bank buys any other supplemental hardware from a third party and installs it with these machines. However, the warranty will not apply to such hardware installed. Besides the above, the vendor will have to enter into Service Level Agreement with the Bank.

### **37. 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. Bid Offer Forwarding Letter (Annexure – A)
- c. Compliance to Eligibility Criteria (Annexure–H) - Along with all required documentary evidence.
- d. General Details of Bidders (Annexure - B)
- e. Manufacturer Authorization Form (Annexure – E)
- f. Proforma for Performance Guarantee (Annexure-I)
- g. Format of EMD as Bank Guarantee (Annexure –G)
- h. Format of Pre-Bid Queries to be submitted by the Bidder(s) (Annexure –D)
- i. Technical bid template (Annexure –C)
- j. Masked Commercial Bid (Annexure-F)
- k. Pre Contract Integrity Pact ( Annexure-J)

**The Bidder should enclose a copy of the Masked Commercial Bid (as per the format provided in Annexure-F) 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/404/2017-18**

**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, Installation & Maintenance of Scanners for Cheque Truncation System (CTS)"**

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, Installation & Maintenance of Scanners for Cheque Truncation System (CTS)**" 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, Installation & Maintenance of Scanners for Cheque Truncation System (CTS)** 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 &amp; 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 CTS 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 CTS Scanners**Technical Specification/Compliance for CTS scanners (minimum 100 DPM):**

Sl. No	Parameter	Required Specification	Offered Specification
1.	Make	<please specify>	
2.	Model	<please specify>	
3.	Document Processing Throughput (Documents per Min. DPM)	<please specify>	
4.	Certification	RoHS, CE, CSA, UL/TUV, FCC class A	
5.	Compatibility	The scanners proposed should be compatible with the bank's existing CTS application – AiDPS being used in the northern and southern grids. The proposed scanner should be with <b>UV</b> support – Single pocket with device suite standard.	
6.	Document Size	Height (min/max)- 5.08 to 10.80 cm Length (min/max)- 7.37 to 23.5 cm. The bidder has to ensure that their offered product must comply to all standards / guidelines issued by NPCI/RBI for CTS Standards.	
7.	Communication Interface	USB 2.0 / USB 3.0	
9.	Operator Interface	User Friendly operator interface preferably with Power Switch/Clear, Start, Stop Buttons & Status Lights.	
10.	API	CAPI ,Device Suite Professional PC version, Emulation Middleware	
11.	Document Feeder	Automatic document feeder, Double document feeder	
12.	MICR format supported	E138 and CMC7 read with auto-detect	
13.	Image capture	Bi-tonal(black/white), Gray level (256 gray shades)	
14.	OCR format supported	Two(2) 0.50 inch OCR scan band provided	
15.	Endorsement	As per RBI / NPCI standard, Rear endorsing (at the back of the	

		instrument), controlled programmatically.	
16.	Output Pockets	Single pocket configuration, 100 item pocket capacity, pocket selection under application control, based on MICR, OCR, and/or image quality results	

We confirm that the proposed scanner comply all the required specifications as mentioned above.

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

**Place:**

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

**Date:**

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

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

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

<b>Sl. No.</b>	<b>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>

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

**Place:**

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

**Date:**

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

**MANUFACTURER AUTHORIZATION FORM**

To,

The Deputy General Manager  
IT, BRP & BTB (eBanking & mBanking),  
Head Office-2  
Department of Information Technology  
5th Floor, 3 & 4 DD Block, Sector -1  
Salt Lake Kolkata-700 064

Dear Sir,

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

We hereby extend our guarantee/ warranty and AMC/ATS as per terms and conditions of the RFP Ref. No. \_\_\_\_\_and the contract for the equipment and services offered for supply against this RFP Ref. No. \_\_\_\_\_by the above mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP Ref. No. \_\_\_\_\_in respect of such equipment and services.

Yours Faithfully

Authorised Signatory (Name:  
Phone No. Fax, E\_mail )

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

**Masked Commercial Bid Format**  
**(Include in Price Bid Only – Not to be included in Technical Bid)**

**CTS Scanners (Minimum- 100 DPM)**

SL. No.	Item Detail	Qty. (A)	Unit Price with 3 yrs. warranty (B)	Tax Type & Percentage (%) (C)	Applicable Taxes per unit (INR) (D)	Total Price E=A*(B+D) (in Rs.)
1	CTS Scanner (minimum 100 DPM)	120				
<b>Total Price in Words</b>		<b>Rupees</b>				

**Place:**

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

**Date:**

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

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

**# 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:**

1. 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.
2. In case of any discrepancy between figures & words, the amount in words shall prevail.
3. 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".
4. 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.
5. 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.
6. The bidder is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR would not be considered.
7. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.
8. 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:

Signature:

Date:

Name:

Business Address:

**Format for Bid Security (EMD)**

To

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

Dear Sir,

In response to your invitation to respond to your RFP for Supply, Installation & Maintenance of Scanners for Cheque Truncation System (CTS) on Rate Contract basis. 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, Installation & Maintenance of Scanners for Cheque Truncation System (CTS) on Rate Contract basis and to provide 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 of **₹ 2 Lacs (Rupees Two 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 Two 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 **₹ 2 Lacs (Rupees Two 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



**Eligibility Criteria Compliance**

Sl. No.	Eligibility Criteria	Documents to be submitted	Bidders Compliance (Yes/No)
1	The bidder must be a Limited Company, registered in India under the companies Act 1956 (Proof required).	Copy of Letter of Incorporation to be submitted	
2	The bidder should be an OEM or their authorized representative / dealer in India. In case of authorized representative / authorized dealer in India the letter from the OEM to be submitted.	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 Financial 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 Financial Years (2014-15, 2015-16, 2016-17).	Copy of Audited Balance sheet to be enclosed.	
5	The CTS Scanners proposed to be supplied as per this RFP should be compatible with the Bank's existing CTS application in the respective CTS Grid i.e. CTS Northern & Southern Grids respectively. The selected bidder is responsible to ensure that the proposed make and model scanner is compatible with the bank's existing CTS application.	Certificate from any Bank where the CTS scanners are working with the said CTS software to be submitted	
6	The bidder should have presence across the country with own/ authorized channel partner Support Center. The bidder should have technical manpower with good technical experience to provide service and support at various branches across the country under this Contract.	An Undertaking to this effect to be submitted along with the details of support center.	
7	Any bidder, who is debarred / blacklisted by the Bank as on date of publication of this RFP for non-performance or any other reason, is not eligible to participate.	An undertaking to this effect in the letterhead of the company to be submitted.	

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

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called –UCO BANKII) having agreed to exempt M/s (Name of the vendor Company) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the vendor company) (hereinafter called –the said VENDORII) from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no. ....dated..... issued to the Vendor and an Agreement to be made between UCO BANK and the Vendor for a period of \_\_\_\_\_.In pursuance of Request For Proposal No \_\_\_\_\_ dated \_\_\_\_\_, as modified, (hereinafter called –the said AgreementII), of security deposit for the due fulfilment by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs\_\_\_\_\_ (Rupees\_\_\_\_\_ Only).

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

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

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

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

4. We, \_\_\_\_\_ [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or

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

5. We \_\_\_\_\_ [indicate the name of bank ISSUING THE GUARANTEE ] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time 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 UCO BANK in writing.

Notwithstanding anything contained herein:

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

ii) This Bank Guarantee shall be valid 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]

Yours faithfully,

For and on behalf of

\_\_\_\_\_

Bank Authorised Official

**Note:**

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

**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.