

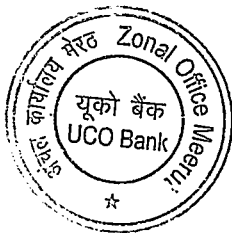
**Zonal Office, Meerut**

Krishna Plaza', C-2/6, D-Block, Ganga Nagar, Mawana Road, Meerut-250001 (Uttar Pradesh) Phone:0121-2622349, E-mail:zomeerut.gad@ucobank.co.in

**Notice Inviting Tender (NIT) for purchase of two heavy duty Note Sorting Machines with compatible printers (Ref. Tender No-ZOMEE/GAD/2023/2 dated 11/11/2023).**

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### **CLAUSE-1.1 Introduction & tender details**

UCO Bank, Zonal Office Meerut invites tender comprising of Eligibility, Technical bid and Commercial bid from reputed & experienced OEM/ authorized dealer of OEM with proven capabilities of dealing in manufacturing, supplying & maintenance of high speed Note Sorting Machine(4+1 pocket)

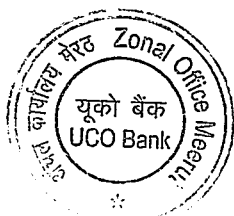
UCO Bank, Zonal Office Meerut, intending to purchase TWO (4+1) pockets Note Sorting Machines with printers one for its Currency chest at Meerut & one for its currency chest at Bareilly with comprehensive maintenance contract and buy back of old NSM 4+1, Dela rue Cobra.

The bidder (also called the vendor or bidder through this document) appointed under the tender document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project.

Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the scope of work. Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the Tender document shall be the governing document for arrangement between the Bank and the selected bidder in terms of this Tender. The Tender document may be obtained from UCO Bank, Zonal Office, Meerut located at **Krishna Plaza', C-2/6, D-Block, Ganga Nagar, Mawana Road, Meerut-250001 (Uttar Pradesh)** Phone: 0121-2622349, E-mail: [zomeerut.gad@ucobank.co.in](mailto:zomeerut.gad@ucobank.co.in) on working days in person on submission of cost of the tender document. Also the Tender document may be downloaded from our website [www.ucobank.com](http://www.ucobank.com). The bidders downloading the document from Bank's website must pay the cost of the document through DD along with the bid. Bid should be addressed to & submitted to our Zonal Office at above address on or before scheduled last date & time.

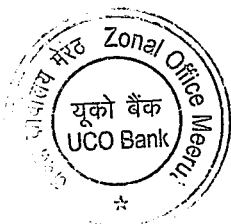
The details are given below:

Tender Reference	ZOMEE/GAD/2023/2 - Dated: 10/11/2023
Cost of Tender documents	Rs 720/- (Non-refundable), bid without cost of tender would be treated as invalid.
Date of issue of Tender	11/11/2023
Earnest Money Deposit (EMD)	Rs 18,000/- (In the form of DD in favour of UCO Bank) bid without EMD would be treated as invalid, it is refundable for unsuccessful bidders.
Date of commencement of tender	11/11/2023
Pre-bid Meeting	17/11/2023 at 11.00 hrs at our Zonal Office
Last Date and Time for receipts of bids	02/12/2023 upto 17.00 hrs at our Zonal Office
Opening of technical bids	04/12/2023 at 11:00 hrs
Opening of Price Bid	04/12/2022 at 11.00 hrs
Address of Communication	UCO Bank, Zonal Office, Meerut located at Krishna Plaza', C-2/6, D-Block, Ganga Nagar, Mawana Road, Meerut-250001 (Uttar Pradesh) Phone: 0121-2622349, E-mail: <a href="mailto:zomeerut.gad@ucobank.co.in">zomeerut.gad@ucobank.co.in</a>
Validity of tender	Upto six months from the date of submission of bid



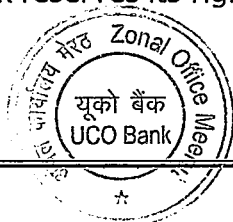
1. Any bid received after last date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank.
2. The Bid document shall be in two parts viz. Eligibility/Technical Bid & Commercial Bid. Bidders should also submit requisite Tender Fee and EMD amount in the form of DD in favour of UCO Bank payable at Meerut within the schedule time of last date for submission of bids.
3. The bidders should take care of submitting the bids by submitting the documents which should be readable without any clutter or fog or friction.
4. Bidders are requested to participate in the tender process strictly according to the time schedule mentioned above.
5. The technical bid will be opened first and only those bidders, deemed eligible as per the eligibility criteria mentioned in this Tender, will be shortlisted after technical evaluation. Commercial/Price Bids of only those short-listed-bidders, who have qualified in Technical evaluation, will be opened by the Bank on the date as per given schedule.
6. UCO Bank is not responsible for non-receipt of response to TENDER within the specified date and time due to any reason including any technical glitch. In case the specified date of submission & opening of Bids is declared holiday in Uttar Pradesh under NI Act; the bids will be received till the specified time on next working day and Technical Bid will be opened at same time on the next day.

**Zonal Manager**  
**UCO Bank, Zonal Office, Meerut**



### **CLAUSE-1.2 Submission of Bids**

1. It is two part bid technical & financial, hence each part should be packed in separate envelop, thereafter both envelops should be packed in main envelope having addresses of sender and us with superscription " Tender documents for Note Sorting Machines".
2. Technical Bid should be duly signed by bidder/ authorized signatory in the letter pad of the bidder. Documents should be stamped & signed by bidder.
3. Bid should comply with the Scope of work as specified hereinafter.
4. The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with technical Bid.
5. The Technical bid should have compliance chart as per Annexures including documentary proof in support of Eligibility Criteria and Annexure A,B &C.
6. Commercial bid duly sealed and signed by the bidder/ authorized Signatory of bidder in the given format. The Commercial bid should have compliance chart as per Annexure-B.
7. Incomplete bids or bids not conforming to the terms and conditions are liable for rejection by the Bank.
8. At any time, prior to deadline for submission of bids, Bank may modify any of the terms & conditions and technical specifications at its sole discretion and the same will be available on Bank's website and the amendments shall be binding on the bidder. In case of any amendment, UCO Bank may extend the deadline for submission of response to this Tender in order to provide a reasonable time to the prospective bidders.
9. UCO Bank reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder need to submit the documentary evidence(s) as required by UCO Bank.
10. Technical Bid, submitted with incorrect information will be liable for rejection. Further, if any bidder is found to have submitted incorrect information at any time, he may be debarred from participation in the future tendering processes of Bank.
11. 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.
12. 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.
13. The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders.
14. Canvassing of any kind or Bid submitted with false information will be a disqualification.
15. The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period of six months.
16. Prices quoted by the Bidder shall be in Indian Rupees, and not subject to any price escalation, if the order is placed within the validity period.
17. Further, subsequent to the orders being placed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies if any. The Bank shall be under no obligation to accept the technical solution offered or the lowest or any other offer received in response to this Tender notice.
18. 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 cancel the entire Tender process without assigning any reasons whatsoever at any stage of the Tender process without assigning any reason whatsoever.
19. The Bank reserves its right to negotiate with any or all bidders.



### **CLAUSE-1.3 Detailed terms & Conditions**

#### **a) Cost of tender Documents**

The intending bidders should pay the Cost of tender Documents of **Rs 720/-(Rupees seven hundred twenty only)**. The Cost of tender Documents shall be paid by Demand Draft drawn in favour of '**UCO Bank Zonal Office, Meerut**' payable at Meerut. The Cost of tender Document is non-refundable. The bidder downloading the tender document from Bank's website [www.ucobank.com](http://www.ucobank.com) must pay the cost of the tender document along with Technical bid documents at the time of submission of the bids. Bid submitted without cost of tender would be treated as invalid.

#### **b) Earnest Money Deposit (EMD)**

The Bidder must submit Earnest Money Deposit (EMD) along with the Technical Bid in the form of DD in favour of UCO Bank Zonal Office, Meerut payable at Meerut to the tune of Rs 18,000/-( Eighteen thousand only). Non-submission of EMD will lead to outright rejection of the bid of the bidder. The EMD of unsuccessful bidders will be returned to them on completion of the tender process. The EMD of successful bidder will be returned on submission of Performance Bank Guarantee as specified hereunder. In case bidder is eligible & seeking exemption from submission EMD, bidder has to submit an undertaking on appropriate non-judicial stamp declaring that 'he/ they will not refuse to execute the purchase order/ contract if awarded by the Bank, in case he/they fails to execute the work order on schedule time, bank may take action against him/them as deemed suitable by bank'.

The EMD made by the bidder will be forfeited if:

1. The bidder withdraws his tender before processing of the same.
2. In the case of a successful bidder, if the bidder fails in accordance with any Terms and Conditions or any requirement as specified in this document.
3. The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
4. The bidder violates any of the provisions of the terms and conditions of this tender specification.

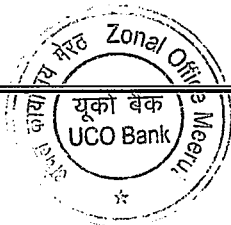
#### **c) Rejection of Bids**

The Bid is liable to be rejected if:

1. The document doesn't bear signature of authorized person on each page signed and duly stamped.
2. It is received after expiry of the due date and time stipulated for Bid submission.
3. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this NIT are liable for rejection by the Bank.
4. Bidder should comply with all the points mentioned in the Tender. Non compliance of any point will lead to rejection of the bid.
5. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
6. If cost of tender & EMD has not submitted.
7. If price bid is not filled up properly.

#### **d) Pre-bid Meeting**

The queries for the Pre-bid Meeting should be reached in writing or by email on or before **17/11/2023 by 11.00 hrs** on e-mail: [zomeerut.gad@ucobank.co.in](mailto:zomeerut.gad@ucobank.co.in). 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 meeting will be conducted on **17/11/2023** at **11.00** hrs at Zonal Office. Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting at the venue on scheduled date & time.

**e) Modification & Withdrawal of bid**

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.

**f) Disclaimer**

This Tender document has been prepared solely to enable UCO Bank ("Bank") in defining the requirements for supply & maintenance of NSMs under buy back of old NSMs. The Tender document is intended solely for the information to the party to whom it is issued 'Vendor' and no other person or organization.

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

**g) Confidentiality**

The tender document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The Tender document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the tender document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the tender document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

**h) Cost Borne by Bidder**

All costs and expenses incurred by bidders/ vendors 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 vendor.

**i) No legal relationship**

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

**j) Error & Omission**

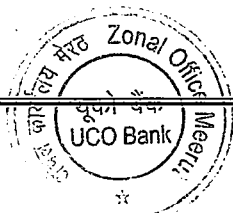
Each bidder/ vendor should notify Bank of any error, omission, or discrepancy found in this tender document.

**k) Indemnity**

The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder shall not exceed the total cost of the order value.

**l) Authorized signatory**

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to



discuss, sign with the Bank, raise invoice and accept payments and also to correspond. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

**m) Integrity pact**

UCO Bank has adopted practice of Integrity Pact ( IP) as per CVC guidelines.

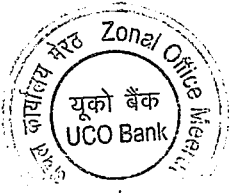
The integrity pact essentially envisage an agreement between the respective vendors/ bidders sellers, who commit themselves to Integrity pact ( IP) with the bank would be considered competent to participate in the bidding process. In other words entering into this pact would be the preliminary qualification. In case of bids for the supply & maintenance of Note Sorting Machines not accompanied with signed IP by the bidders along with Technical bid, the offers shall be summarily rejected.

The essential ingredients of the Pact include:

- a) Promise on the part of the bank not to seek or accept any benefit, which is not legally available.
- b) Bank to treat all bidders with equity and reason.
- c) Promise on the part of bidders not to offer any benefit to the employees of the bank not available legally.
- d) Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect of prices, specifications, certifications, subsidiary contract etc.
- e) Bidders not to pass any information provided by the bank as part of business relationship to others & not to commit any offence under IPC Act.
- f) Integrity pact, in respect of a particular contract shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidder and exclusion from future business dealings. IP shall cover all phases of contract from the stage of Tender ( NIT) till the conclusion of the contract, final payment or the duration of warranty. Format of IP is attached as Annexure-C.

**n) Acceptance of terms**

A bidder will, by responding to Bank's tender be deemed to have accepted the terms as stated in the tender.



## 2.0 Eligibility Criteria for bidders

The eligibility criteria to participate in bidding process are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. Document in support of all eligibility criteria are required to be submitted along with the Technical Bid.

SN	Pre-Qualifying Criteria	Documents to be submitted
1	The bidder should be registered as a company in India as per Company Act 2013.	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office.
2	The bidder should have made operating profit in last three financial years.	Copy of the audited Balance Sheets for the preceding three years.
3	The bidder should have provided & maintaining <b>at least 10</b> numbers NSMs (4+1 POCKET) of equivalent specifications to any Bank CC / Financial Institution in last three years.	Copy of client certification for 10 NSM you have supplied & maintaining with name and contact details of client should be attached. Bank can verify from your clients the standard of machines and services provided by you. Bid would be rejected in case of unsatisfactory service responded by any of the clients.
4	The bidder should not have been blacklisted /debarred for corrupt and fraudulent practices by Govt. organizations.	Self-declaration on the letter head. Bid can be rejected in case of false declaration.
5	The Bidder should have office or service centre in Uttar Pradesh for providing quick service.	Address of Office, Copy of Trade license/GST No issued for this office etc should be enclosed.





## 2.1 Bid Evaluation Criteria

The objective of this evaluation methodology is to facilitate the selection of the most quality-sum-cost effective solution that appropriately meets the requirements of the Bank as identified in this e-Tender. There would be a two stage evaluation process. The Stages are:

### 1. Eligibility Criteria Evaluation & Technical Evaluation:-

The Eligibility would be evaluated first for the participating bidders. The bidders, who would qualify all Eligibility Criteria as mentioned in clause 3.0, will be shortlisted for the Technical bid evaluation. A detailed technical evaluation of NSMs would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening.

### 2. Commercial / Price bid Evaluation of eligible bidders:-

The objective of this evaluation methodology is to facilitate the selection of the most cost-effective solution for purchase & maintenance (Total Cost of Ownership) over a 6(six) years period that appropriately meets the requirements of the Bank identified in this Tender. The bidder with the lowest commercial quote called Total Cost of Ownership (TCO) will be declared as L1.

**The L1 Bidder will be selected on the basis of the amount quoted for proposed NSM under buy back of old NSM plus cost of comprehensive AMC for 5 years as per Annexure-C .**

The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will in no way be responsible for any deemed Export benefit that may be available to the bidder.

In case there is a variation in value between numbers and words; the value mentioned in words would be considered.

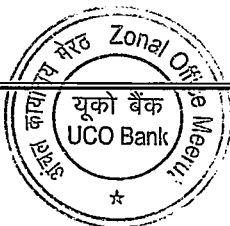
The Bidder needs to provide Unit costs for components and services; unit rates with applicable taxes would be considered for the TCO purposes.

## 2.2- SCOPE OF WORK

- a) The scope of work of the bidder covers for supply , installation & commissioning of table top One new high speed Note Sorting Machine (4+1) with compatible printer under buy back of existing old Cobra (4+1) Note Sorting Machine installed at our Meerut & Civil lines Bareilly currency chests as is where as basis. Bidder can visit our above currency chest for inspection of the NSM put for Buyback.
- b) New installed NSM should have warranty period of at least one year from the date of commissioning, during which vendor have to carry out free of cost quarterly preventive maintenance visit as well as defect rectification visit as & when required to replace the defective equipments free of cost.
- c) After warranty period the NSM would be covered under Comprehensive AMC for the period of FIVE years, vendor would carry out quarterly preventive maintenance visit as well as defect rectification visit as & when required to ensure the error free functioning of the NSM, which would include replacement the defective equipments free of cost SIX years (1year warranty period plus 5 years CAMC period).
- d) Bank would not pay any cost except Comprehensive AMC charges during five years period, all defective items should be replaced/ made functional free of cost. Bank would pay only the comprehensive AMC amount during that period.
- e) Vendor would calibrate, upgrade the NSM free of cost as & when required by bank to met the expectation of RBI & new currency notes during six years of warranty, CAMC.

## 2.3- SCOPE OF WORK UNDER CAMC :-

- i. During Comprehensive Annual Maintenance Contract (CAMC) period, vendor will have to undertake maintenance of the entire hardware components, systems software and



accessories at our both currency chest. Service to be provided on all the working days of the Bank between 10 a.m. to 5 p.m. notwithstanding the fact whether or not on such day vendor's office remains closed. Any breakdown call for support shall have to be attended by vendor even if the request is made over telephone or by SMS or e-mail by the respective currency chest/ Zonal Office, within 24 hours (Response time). All the required/ faulty items should be repaired/ replaced within 48 hours (Resolution time). In case of vendor fail to make the system functional in above resolution time, a standby arrangement should be made till the device is repaired. Vendor must adhere to the resolution time stated hereinabove, else UCO Bank shall impose penalty besides blacklisting of vendor.

- ii. During the CAMC period vendor shall provide on-site preventive maintenance visit/check-up of the components of the NSM at the currency chests once in THREE months.

#### **2.4 - DEFAULTS & PENALTIES :-**

- i. Any deviation by vendor from any terms of the notice inviting tender under reference, work order, maintenance contract would be treated as a default.
- ii. Delay in supply & commissioning of the NSM in timeline as specified in work order would be treated as default and penalty equivalent to 1% of cost of allotted work would be levied for delay of each day. Bank can withdraw this work order with forfeiture of EMD or performance security deposit & blacklist the vendor in case delay is more than 10 days.
- iii. Delay in rectification of defect/ restoration of serviceability of NSM beyond resolution time as states above, penalty equivalent to 1% of cost of new installation/ annual CAMC charges would be levied for each day of delay and can be upto 10% of the cost of new installation/ CAMC charges of specific NSM per instance. Delay of more than 6 days beyond resolution time & repetition of instances of delay may cause termination of contract/work order with forfeiture of performance security deposit & blacklisting of the vendor.
- iv. Irregularities in preventive maintenance check-up i.e. missing of any preventive maintenance visit would attract additional penalty equivalent to charges of one forth of annual CAMC charges of specific NSM.
- v. In case at any point of time we observed that installed NSM is/ are of substandard quality / dissimilar from approved/ ordered one, vendor has to replace the substandard equipment with the approved one immediately and in addition to that a penalty equivalent to the approved rate(s) of that/ those product(s) would be levied. Repetition of such kind of default can leads to termination of the work / contract with forfeiture of performance security deposit & blacklisting of the vendor. We can share the incompetency of the vendor with our other zones in country & other Banks.
- vi. Penalty stated above would be deducted either from performance security deposit or bills of the specified work.
- vii. The term 'forfeiture of performance security' as stated above means, forfeiture of the whole amount of performance security deposit.



### 3.0 SPECIFICATIONS OF NSM

- i) NSM should have 4+1 pockets (Capacity minimum 500)
- ii) Nominal throughput per hour should be 50,000 or more Currency Notes .
- iii) It should be suitable for all substrates- paper, hybrid or polymer notes.
- iv) The sensor system should have high efficiency of detection of counterfeit Notes
- v) Should have touch screen display.
- vi) Should have Industry standard firewall to protect malware.
- vii) Can be easily integrated with any cash management Software.
- viii) Should have at least hopping capacity minimum of 1000 currency notes.
- ix) Should have instant Note Counting Data display system.
- x) Should have reject note capacity of 500 notes or higher.
- xi) Should have minimum counting speed of 1000 notes per minute.
- xii) NSM should have capability to read record and compare note Serial Numbers (OCR) of the processed Bank Notes.
- xiii) NSM should have first note recognition, Denomination Sorting, Orientation Sorting, Batching, Arrangement, Facing sorting, Fake Note Detection, Black listing, Serial Number Search, Dynamic Stacking, Bank Note Image Capture features.
- xiv) NSM should have fitness sorting feature on parameters like Soiling, Limpness, Dog-Ears, Tears, Holes, Stains, Graffiti, Crumples/ Folds, De-coloration, Repair, Mismatched Notes.
- xv) NSM should be provided with compatible Printer & Printer Interface Facility must Be Provided Free Of Cost.
- xvi) NSM should have LCD Graphics mode digital display of information with value/no of notes.
- xvii) Please provide details technical specification brochure of NSM vendor is offering with technical bid, bank can ask for live demonstration of NSM at its currency chests to ascertain the specifications of the machine.
- xviii) Vendor would arrange for demonstration of NSM at our CCs on schedule date & time free of cost. In case vendor fail to do so or their NSM found substandard of any of the above specifications their technical bid would be adjudged as ineligible.



### 3.1 TERMS RELATED TO ALLOTMENT OF CONTRACT

#### a) Warranty & Comprehensive AMC

- i) New NSM & Printer should have minimum 1(one) year warranty from the date of installation & commissioning of NSM, thereafter should be covered under comprehensive AMC for 5 years.
- ii) Bidder should provide **5 (Five) years** comprehensive **Annual Maintenance Contract** after expiry of warranty period of one year at the rate quoted in the financial bids per Annum.

#### b) Training of operations of NSM

The selected Vendor should provide proper **physical** demonstration/ training of the NSM to Bank's staff, free of cost . In case of any training/ user video is available it may be supplied to us free of cost.

#### c) Scope of Outsourcing / Engagement of Third Party

The selected L-I bidder will have no scope under any circumstances to outsource the service or engagement of third party for the service.

#### d) Modification of Scope of Work

Bank may modify the scope of work at its own discretion at any point of time.

#### e) Order details

The work order will be placed by the Bank to the selected L-I vendor by Zonal Office, Meerut. The payment will be made by concerned currency chest where the the NSMs will be provided.

After receiving the work order the selected L-I bidder has to sign Service Level Agreement (SLA) with the Bank as per terms & conditions of this Tender.

NSM should be supplied & commissioned within one month of issuance of work/ supply order.

#### f) Performance Bank Guarantee

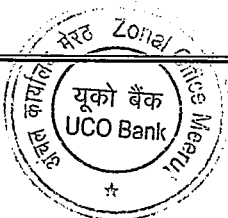
The selected bidder, within 15 days from the date of work order will have to furnish a Performance Bank Guarantee, issued by any scheduled commercial bank equal to 3% of the order value valid upto warranty period of NSM, thereafter separate performance security should be provided @ 3% of cost of CAMC upto the period of CAMC. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.

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

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Prime Vendor is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time.

#### g) Commissioning

- i. After issuance of work order the selected bidder should commence the job immediately & within 2 weeks installation should be completed.  
If however, the delay is caused by any action pending from the Bank end, the corresponding period will not be considered while calculation of delay period.  
The Bidder shall be responsible for providing all necessary equipment of NSM.
- ii. Any license, if required, need to be provided by the successful bidder.  
The successful bidder is solely responsible for any legal obligation related to licenses during providing service.



After supply of NSM during warranty and AMC period (collective of 6 years vendor would provide free of cost updation/ up gradation in NSM as per per expectations of RBI and currency in circulation.

#### **h) Payment Terms**

Bank will make the payment subject to signing of the Service Level Agreement with the signatory of Zonal Office Meerut as per the terms & conditions of the subject NIT. The payment will be made by respective currency chest after successful installation & commissioning of NSM, printer, after receiving of buy back value & Performance banks guarantee. Payment for comprehensive AMC would be made by currency chests quarterly in arrear/ on post paid basis.

#### **i) Liquidated Damage**

NSMs would be supplied at site & commissioned within one month of issuance of supply order by banks. Any delay in supply, commissioning of the NSMs beyond the mentioned time, Bank will charge penalty at 1 % of the order value for purchase of NSM. The bank may at its discretion also waive or reduce the penalty if the reasons for delay are considered to be justified. If Bidder fail to provide NSM, their EMD would be forfeited in full.

#### **j) Force Majeure**

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

- i. Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics,
  - ii. Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
  - ii. Terrorist attacks, public unrest in work area,
- Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above.

#### **k) Order Cancellation**

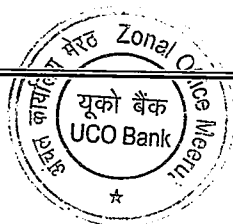
The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- i. Delay in commissioning / implementation / beyond the specified period.
- ii. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- iii. In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.

#### **l) Termination of contract**

The Bank shall be entitled to terminate the agreement with the selected bidder at any time by giving thirty (30) days prior written notice to the selected bidder if.

- The Selected bidder breaches its obligations under the scope document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice.



- The Selected bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved. The Selected bidder shall have right to terminate only in the event of winding up of the Bank.

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

Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

#### **m) Effect of termination**

The Selected vendor agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

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

Same terms (including payment terms) which were applicable during the term of the contract/ purchase order should be applicable for reverse transition services.

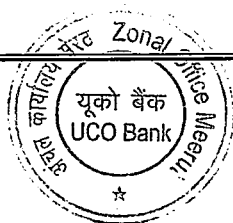
The Selected bidder agrees that after completion of the Term or upon earlier termination of the assignment the selected bidder shall, if required by the Bank, continue to provide maintenance services to the Bank at no less favorable terms than those contained in this scope document. In case the bank wants to continue with the selected bidder's services after the completion of this contract/ purchase order then the selected bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.

The Bank shall make such prorated payment for services rendered by the selected bidder and accepted by the Bank at the sole discretion of the Bank in the event of clause of termination, provided that the selected bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be applicable to selected Bidder. There shall be no termination compensation payable to the selected bidder.

Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the selected bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision Selected Bidder hereof which is expressly intended to come into force or continue in force on or after such termination.

#### **n) Arbitration**

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



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

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

**o) Non-Assignment Clause**

The selected L-1 bidder/ vendor will be responsible to execute the project under scope of work and will not out source the work or will not engage / assign any other vendor/ contractor/supplier to execute the required work.

**Zonal Manager  
UCO Bank  
Zonal Office, Meerut**



**Supply & installation of two new high speed NSMs with compatible printer under buy back of existing old NSMs at UCO Bank, Meerut & CL Bareilly Currency Chests.**

To  
The Zonal Manager  
UCO Bank, Zonal Office,  
Meerut, UP

Sir,

**Sub: Supply & installation of two new high speed NSMs with compatible printer under buy back of existing old NSMs at UCO Bank, Meerut & CL Bareilly Currency Chests.**

In response to the NIT (Bank's Tender No- ZOMEE/GAD/2023/2 dated 11/11/2023 ) herein after referred to as "**Tender**" issued by ZO Meerut, UCO Bank, we hereby covenant, warrant and confirm as follows:

The documents of the proposal submitted by us in response to the subject Tender and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the Tender required to be submitted by us, in all respects.

The price quote in the commercial template in Annexure B, is same for both NSMs & valid for a period of 6 months from the date of Tender response process closes by signing Service Level Agreement with Bank.

Yours faithfully,

Authorised Signatory  
Designation  
Bidder's corporate name





## Financial Bid Format

SN	Description of item/ services	Cost per item ( excluding GST)
1	Price for supply & commissioning of one new Note Sorting Machine with compatible printer as per requisite specification & Scope of Work at site.	Rs. In words.
2.	Buy Back offer one existing old 4+1 NSM on as is where is basis.	Rs In words.
3.	Charge of Comprehensive AMC ( per annum) for Five years after warranty period for each NSM with printer.	Rs. In words.
4	Total Cost of ownership for 6 years = cost of one NSM minus buy back cost of one old NSM plus cost of comprehensive maintenance of one NSM for 5 years after warranty. $= (1-2)+3 \times 5$	Rs. In words.

**No other charges for installations, commissioning, up gradations, taxes, excise, etc, except GST at applicable rate would be payable by bank.**

**Rates quoted above are unit rate & same for both NSMs (Meerut & CL Bareilly)**

**Note:**

1. In case of discrepancy between figures and words, the amount in words shall prevail.
2. Bidders should strictly quote in the format and for periods as mentioned above. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid. The actual cost of, if applicable will be reimbursed as applicable.

Authorised Signatory  
Designation  
Bidder's corporate name.



**Annexure-C**

**PRE CONTRACT INTEGRITY PACT**

**(To be stamped as per the Stamp Law of the Uttar Pradesh)**

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 acting through its ..... Department, represented by Zonal Manager, Meerut hereinafter referred to as the Buyer and the first party, proposes to procure 2 Note Sorting Machines hereinafter referred to as Stores and / or Services.

And

M/s \_\_\_\_\_ Represented by \_\_\_\_\_ Chief Executive Officer, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

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

**3. Preamble**

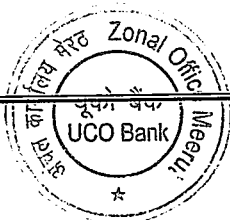
Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc of two Note Sorting Machines and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licensors who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**4. Commitments of the Buyer**

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

- (i) No employee of the Buyer, personally or through family members, will in Connection with the tender, or the execution of a contract demand, take a



promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- (ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- (iii) The Buyer will exclude from the process all known prejudiced persons.

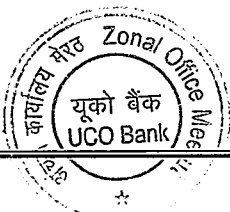
If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and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

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

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

- (i) The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- (ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.
- (iv) The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).

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



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

#### **6. Agents / Agency Commission**

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

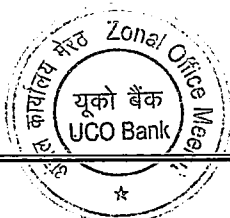
#### **7. Previous Transgression**

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

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

#### **8. Company Code of Conduct**

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



### **9. Sanctions for Violation**

If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

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

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

### **10. Compensation for Damages**

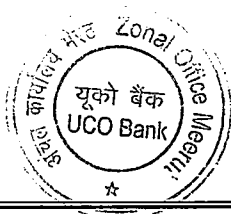
If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the Earnest Money Deposit if deposited in case of open tendering.

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

### **11. Price Fall Clause**

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

### **12. Independent External Monitor**



The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission.

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

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

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

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

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

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

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

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Meerut, Uttar Pradesh.

### **14. Other Legal Actions**

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

### **15. Integrity Pact Duration.**

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

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

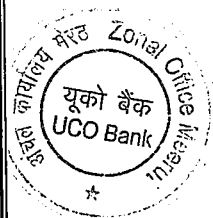
Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

### **16. Other Provisions**

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

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

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



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

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

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

The Parties here by sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_  
(Seller/Bidder) and \_\_\_\_\_ on \_\_\_\_\_ (Buyer)

BUYER

BIDDER \* /SELLER\*

Signature:  
Zonal Manager,  
UCO Bank, Meerut

Signature:  
Authorized Signatory (\*)

Place:  
Date:

Place:  
Date:

Witness 1:  
  
(Name & Address)

Witness 2:  
  
(Name & Address)

