



UCO BANK
Department of Information Technology

Selection of System Integrator (SI) for Supply, Installation, Integration, Implementation and Maintenance of Hardware, Software, Facility Management Services for Finacle Core Banking (Version 10.x) & E-Banking (FEBA) at DC, DR and Near DR Site

RFP REF NO: DIT/BPR&BTD/OA/4939/2019-20 Date: 15/01/2020

Clarifications to Queries raised by the Bidder(s), Amendments, Addendums dated 31.03.2020

Sl. No	Page No	Clause No	Subject/ Description	Clause as per RFP	Description of Query/ Clarification sought by Bidder	Bank Response
1	77-78	Clause 7	Performance Bank Guarantee (RFP Page 77)	<p>The Selected bidder, within 15 days from the date of letter of intent (LOI) will have to furnish a Performance Bank Guarantee, format as per Annexure – G, issued by any scheduled commercial bank (other than UCO Bank) equivalent to 10% of the project cost valid for 63 months (60 months + a claim period of 3 months) from the date of Letter.</p> <p>Of Intent (LOI). However, the selected bidder may have to extend the validity of the Performance Bank Guarantee for</p>	<p>Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the selected bidder is not able to fulfill any and all conditions specified in the document or is unable to complete the project within the stipulated time and such breach remains uncured within such period as mentioned in the termination clause (Clause 30, 31, 33). This is independent of the LD (Liquidity Damage) on Delivery and installation</p> <p>Further, the Bank only reserves the right to invoke the</p>	<p>Clause modified as:</p> <p>The Selected bidder, within 15 days from the date of letter of intent (LOI) will have to furnish a Performance Bank Guarantee, format as per Annexure – G, issued by any scheduled commercial bank (other than UCO Bank) equivalent to 10% of the project cost valid for 63 months (60 months + a claim period of 3 months) from the date of Letter Of Intent (LOI). However, the selected bidder may have to extend the validity of the Performance Bank Guarantee for a period of AMC/ATS as required by the Bank. Upon furnishing the Performance Bank Guarantee, the</p>

			<p>a period of AMC/ATS as required by the Bank. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.</p> <p>The Performance Bank Guarantee shall act as a security deposit and either in case the selected bidder 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.</p> <p>Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the selected bidder is not able to fulfill any and all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD (Liquidity Damage) on Delivery and installation.</p> <p>In case the contract is getting extended, the selected bidder shall submit the Bank Guarantee of 10% of the project cost of that period of time with a validity of the extension period with 3 months claim period.</p> <p>The selected bidder shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the</p>	<p>Performance Bank Guarantee in case the selected bidder is not able to fulfill any and all material conditions as agreed between both the parties/ as per signed agreement specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD (Liquidity Damage) on Delivery and installation.</p>	<p>EMD of the selected bidder shall be returned.</p> <p>The Performance Bank Guarantee shall act as a security deposit and either in case the selected bidder 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.</p> <p>Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the selected bidder is not able to fulfill any and all conditions specified in the document or is unable to complete the project within the stipulated time and such breach remains uncured within such period as mentioned in the termination clauses (As per RFP and subsequent pre-bid response, clarifications, corrigendum and clarification dated 28.02.2020 and 13.03.2020). This is independent of the LD (Liquidity Damage) on Delivery and installation.</p> <p>In case the contract is getting extended, the selected bidder shall submit the Bank Guarantee of 10% of the project cost of that period of time with a validity of the extension period with 3 months claim period.</p> <p>The selected bidder shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the</p>
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				account of non-completion of the project and warranty period.		account of non-completion of the project and warranty period.
2	Page 65	Modified Clause in Corrigendum dated 14 th March 2020	21. Order Cancellation	<p>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:</p> <ul style="list-style-type: none"> i. The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA. ii. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process. iii. The bidder goes into liquidation voluntarily or otherwise. iv. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order. v. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory. vi. Non-compliance of the scope of the job. vii. Repetitive failure of the deployed personnel to perform the job to the 	Bidder clarifies that advance payment will not include following:	<p>Clause stands as per RFP and subsequent pre-bid response, clarifications, corrigendum dated 28.02.2020 and 13.03.2020</p>

				<p>satisfaction of the bank.</p> <p>viii. On the events of data piracy / privacy / system failures / security failures.</p> <p>ix. If deductions on account of liquidated damages exceed more than 10% of the total order price.</p> <p>In case of cancellation of order</p> <p>i. In case the bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder.</p> <p>ii. If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 10 days' notice for the same. In this event the bidder is bound to make good the additional expenditure, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.</p> <p>iii. UCO Bank reserves the right to recover any dues payable by the bidder under the contract from any amount outstanding to the</p>	<p>1. Any payment made for hardware or software already delivered, including but not limited to: any payment made against submission of PBG</p> <p>2. Any completed milestone payment already made by</p>	
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			<p>credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.</p> <p>iv. In case of cancellation of order, any advance payments made by the Bank to the Vendor for implementation of project, would necessarily have to be returned to the Bank, if bidder fail to return such payment within 30 days, then vendor have to be returned amount to the Bank with interest @ 15% per annum , 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.</p> <p>v. Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries exceeds 10% of the TCO.</p> <p>In case of order cancellation Bank will notify selected bidder with 90 days' notice period inclusive of 30 days cure period before cancellation of the Order.</p>	<p>bank to bidder</p> <p>3. Any payment already made by bank for ATS/AMCas yearly in advance</p> <p>Bidder Proposes that UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 90 days notice with 30 days cure period. In this event the bidder is bound to make good the additional expenditure, which UCO Bank may have to incur in executing the balance order to the extent of 10% of differential cost of such re-procurement. This clause is applicable, if for any reason, the order is cancelled.</p> <p>In case the bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at <u>the own risk, cost and responsibility of the selected bidder. Selected bidder will be liable only upto extent of 10% of such undelivered portion of the contract.</u></p> <p><u>Due to reasons entirely attributable to the Bidder, If the bidder does not perform as per the material terms of the</u></p>	
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				However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days time the notice for cancellation will become absolute.	RFPsatisfactorily or <u>unduly</u> delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 10 <u>30</u> days' notice <u>and cure</u> for the same. In this event the bidder is bound to make good the additional expenditure <u>only upto maximum of 10% of such undelivered portion of the contract</u> , which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.	
3	Page 29	Clause in Corrigendum dated 14 th March 2020	Modified Indemnity	<p>Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from</p> <p>I. a) an act or omission of the service provider and /or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or</p> <p>II. b) material breach of any of the terms of this RFP or breach of any representation or false representation or inaccurate statement</p>	<p>Bidder request Bank to please modify the first paragraph of the Indemnity clause as below.</p> <p>Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), from</p> <p>Bidder request Bank to please modify the last paragraph of the Indemnity clause as below.</p> <p>The vendor shall not indemnify the Bank for</p> <p>i. Any loss of profits, revenue, contracts, or anticipated savings or</p> <p>ii. Any consequential or indirect loss or damage</p>	<p>Clause modified as:</p> <p>Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from</p> <p>a) an act or omission of the service provider and /or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or</p> <p>b) material breach of any of the terms of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the service provider under this RFP; and/or,</p>

				<p>or assurance or covenant or warranty of the service provider under this RFP; and/or,</p> <p>III. c) Bank's authorized/ bona-fide use of the deliverables and/or the services provided by the service provider under this RFP; and/or</p> <p>d) Infringement of any patent, trademarks, copyrights etc. Or such other statutory infringements in respect of all components provided to fulfil the scope of this project.</p> <p>Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, solely attributable, due to the acts of the.....</p> <p>.....</p> <p>Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.</p> <p>The vendor shall not indemnify the Bank for</p> <p>a. Any loss of profits, revenue, contracts, or anticipated</p>	<p>however caused,</p> <p><u>Subject to the Limitation of Liability</u>, Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from i. an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, ii. breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, iii. use of the deliverables and or services provided by the Vendor, iv. Infringement of any patent, trademarks, copyrights etc. Or such other statutory infringements in respect of all components provided to fulfil the scope of this project. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., solely attributable due to the acts of the Vendor's employees or representatives. The Vendor shall</p>	<p>c) Bank's authorized/ bona-fide use of the deliverables and/or the services provided by the service provider under this RFP; and/or</p> <p>d) Infringement of any patent, trademarks, copyrights etc. Or such other statutory infringements in respect of all components provided to fulfil the scope of this project.</p> <p>Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, solely attributable, due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,</p> <p>i. the Bank notify the vendor in writing immediately on becoming aware of such claim,</p> <p>ii. the Vendor has sole control of defence and all related settlement negotiations,</p> <p>iii. the Bank provides the Vendor with the assistance, information and authority reasonably</p>
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				<p>savings or Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and service providers of the Bank would be considered as a "direct" claim.</p>	<p>further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,...</p> <p>The vendors should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from: Non-compliance of the vendor with <u>applicable</u> Laws / Governmental Requirements IP infringement <u>gross</u> Negligence and <u>wilfull</u> misconduct of the Vendor, its employees, and agents Breach of any terms of RFP, Representation or Warranty Act or omission in performance of service.</p>	<p>necessary to perform the above, and</p> <p>iv. The Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court.</p> <p>It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation. Vendor shall be responsible for any loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions.</p> <p>The vendors should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:</p> <p>Non-compliance of the vendor with applicable Laws / Governmental Requirements</p>
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						<p>IP infringement ;</p> <p>Negligence or gross misconduct attributable to the Vendor, its employees, and agents</p> <p>Breach of any terms of RFP, Representation or Warranty</p> <p>Act or omission in performance of service.</p> <p>Further,</p> <p>I. Vendor's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.</p> <p>II. Vendor's liability in case of claims against the Bank resulting from Wilful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.</p> <p>III. Bank shall not be held liable for any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement</p>
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						<p>under the RFP.</p> <p>IV. Under no circumstances bank shall be liable to the selected Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if UCO Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.</p> <p>V. Subject to any law to the contrary, and to the maximum extent permitted by law Bank shall not be liable to vendor for any consequential/ incidental, or indirect damages arising out of this agreement.</p> <p>Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.</p> <p>The vendor shall not indemnify the Bank for</p> <p>i. Any loss of profits, revenue, contracts, or anticipated savings or</p> <p>ii. Any consequential or indirect loss or damage however caused, provided</p>
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						that indemnity would cover damages, loss or liabilities suffered by the Bank arising out of Claim made by Regulatory Authorities for reasons attributable to breach of services provided/ obligation under this document and by the Service Provider.
4	Page 43	Clause in Corrigendum released on 14 th March	Modified Termination	<p>UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing inclusive of 30 days cure period and recover damages, costs and expenses etc., incurred by Bank under the following circumstances:</p> <p>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.</p> <p>b) The selected bidder goes into liquidation, voluntarily or otherwise.</p> <p>c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc., applicable to the bidder under performance of the RFP.</p> <p>d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.</p> <p>e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the</p>	<p>Bidder requests to delete following "recover damages, costs and expenses etc." as payment made for any services or product already rendered/delivered to bank cannot be refunded.</p>	<p>Clause stands as per RFP and subsequent pre-bid response, clarifications, corrigendum dated 28.02.2020 and 13.03.2020</p>

			<p>extension, if any allowed.</p> <p>f) Deductions on account of liquidated damages exceed more than 10% of the total work order.</p> <p>g) 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.</p> <p>h) 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.</p> <p>i) 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.</p> <p>The rights of the Bank enumerated</p>		
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				above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.		
5				Invoice Payment Terms	Bidder will raise invoices on the Bank for the Products delivered and Services rendered in accordance with the price (Annexure E) and payment schedule specified in Part V clause 5 Payment Terms and the Bank will process all the undisputed invoices after scrutiny within 30 (thirty) business days from the receipt or invoice. Within 10 (ten) days of receipt of the invoice. Bank will inform Bidder of the portion of the invoice that is under dispute and the parties will work in good faith to resolve the dispute.	Query not admissible.
6	78	Tender_queries_responses_with_corrigendum____finacle_10_x_si_final_upload_147fdc81ea Revised Service level agreement (Page 247, Part V, clause		If bidder fails to rectify/replace faulty hardware within stipulated time mentioned above, then bidder will be penalized by 1%/per hours or part thereof of faulty hardware cost (maximum 10%) and same will be deducted from monthly FM changes. This penalty will be independent of other penalties.	Request you to modify the clause as "If bidder fails to rectify/replace faulty hardware within stipulated time mentioned above, then bidder will be penalized by .5%/per hours or part thereof of faulty hardware cost (maximum 10%) and same will be deducted from monthly FM changes. This penalty will be independent of other penalties.	Point under SLA modified as under: If bidder fails to rectify/replace faulty hardware within stipulated time mentioned above, then bidder will be penalized by 0.5%/per hours or part thereof of faulty hardware cost (maximum 10%) and same will be deducted from monthly FM changes. This penalty will be independent of other penalties. All other points under SLA as per RFP and subsequent pre-bid response, clarifications, corrigendum dated 28.02.2020 and 13.03.2020 shall be

		no. 8 in Pre bid response)				unchanged.
7	79	Tender_queries_responses_with_corrigendum____finale_10_x_si_final_upload_147fcd81ea Revised Service level agreement (Page 247, Part V, clause no. 8 in Pre bid response)		SLA for Business Continuity and Uptime Penalty for Critical For each 0.01% drop in availability, penalty 1% of Quarterly FM Payment Penalty for Non-Critical • For each 0.01% drop in availability, penalty .5% of Quarter FM Payment Penalty for Significant For each 0.01% Drop in availability, penalty .25% of Quarterly FM Payment	In case of any incident there has to be a first level response and resolution time for any engineer to assess the issue and take corrective action. Post this default any penalty can be imposed. This is a standard in all PSU Bank Request you to kindly accept this suggestion The Response and Resolution for Critical Response time should be 10 Minutes during business and non-business hours Resolution time • During business hours – Within 45 mins • Non - business hours - Within 2 hours or earlier as per business hours if business hours begin The Response and Resolution for Non-Critical Response time should be 20 minutes during business and 40 minutes during non-business hours Resolution time • During business hours – Within	Clause stands as per RFP and subsequent pre-bid response, clarifications, corrigendum dated 28.02.2020 and 13.03.2020.

					<p>2 hours</p> <ul style="list-style-type: none"> • Non - business hours - Within 3 hours or earlier as per business hours if business hours begin <p>The Response and Resolution for Significant</p> <p>Response time should be 40 Minutes during business and 60 Minutes during non- business hours</p> <p>Resolution time</p> <ul style="list-style-type: none"> • During business hours – Within 4 hour • Non - business hours - Within 6 hours or earlier as per business hours if business hours begin <p>Post that Penalty imposed should be for every 0.01% drop that is (4 min 22sec) the penalty imposed will be 1% of FM payment that is very high. Request you to modify the clause as Penalty for Critical For each 0.1% drop in availability, penalty 1% of Quarterly FM Payment Penalty for Non-Critical</p> <ul style="list-style-type: none"> • For each 0.1% drop in availability, penalty .5% of Quarter FM Payment Penalty for Significant For each 0.1% Drop in availability, penalty .25% of 	
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					Quarterly FM Payment	
8	79	<p>Tender_queries_responses_with_corrigendum_finacle_10_x_si_final_upload_147fcd81ea</p> <p>Revised Service level agreement (Page 247, Part V, clause no. 8 in Pre bid response)</p>		<p>For critical database- 99.95%</p> <p>For non- critical databases- 99.90%</p> <p>For significant databases- 99 %</p> <p>SLA for Database Management Services</p> <p>Penalty for Critical</p> <p>For each 0.01% drop in availability, penalty 1% of Quarterly FM Payment</p> <p>Penalty for Non-Critical</p> <ul style="list-style-type: none"> For each 0.01% drop in availability, penalty .5% of Quarter FM Payment <p>Penalty for Significant</p> <p>For each 0.01% Drop in availability, penalty .25% of Quarterly FM Payment</p>	<p>In case of any incident there has to be a first level response and resolution time for any engineer to assess the issue and take corrective action. Post this default any penalty can be imposed. This is a standard in all PSU Bank</p> <p>Request you to kindly accept this suggestion</p> <p>The Response and Resolution for Critical</p> <p>Response time should be 10 Minutes during business and non- business hours</p> <p>Resolution time</p> <ul style="list-style-type: none"> During business hours – Within 45 mins Non - business hours - Within 2 hours or earlier as per business hours if business hours begin <p>The Response and Resolution for Non-Critical</p> <p>Response time should be 20 minutes during business and 40 minutes during non- business hours</p> <p>Resolution time</p> <ul style="list-style-type: none"> During business hours – Within 2 hours 	<p>Clause stands as per RFP and subsequent pre-bid response, clarifications, corrigendum dated 28.02.2020 and 13.03.2020.</p>

					<ul style="list-style-type: none"> • Non - business hours - Within 3 hours or earlier as per business hours if business hours begin <p>The Response and Resolution for Significant</p> <p>Response time should be 40 Minutes during business and 60 Minutes during non- business hours</p> <p>Resolution time</p> <ul style="list-style-type: none"> • During business hours – Within 4 hour • Non - business hours - Within 6 hours or earlier as per business hours if business hours begin <p>Post that Penalty imposed should be for every 0.01% drop that is (4 min 22sec) the penalty imposed will be 1% of FM payment that is very high. Request you to modify the clause as Penalty for Critical For each 0.1% drop in availability, penalty 1% of Quarterly FM Payment Penalty for Non-Critical</p> <ul style="list-style-type: none"> • For each 0.1% drop in availability, penalty .5% of Quarter FM Payment Penalty for Significant For each 0.1% Drop in availability, penalty .25% of Quarterly FM Payment 	
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9	18	Tender_queries_responses_with_corrigendum_finacle_10_x_si_final_upload_147fdc81ea Point 36		Defines server build sequences for provisioning, incorporating operating systems, patches, and software policies. Supports Solaris, Linux, and Windows.	The Solaris/UNIX servers are critical and not patched using any EMS tool. Request you to modify the clause as " Defines server build sequences for provisioning, incorporating operating systems, patches, and software policies. Supports Linux, and Windows"	Clause modified as: Defines server build sequences for provisioning, incorporating operating systems, patches, and software policies. Supports Linux, and Windows. However in case of Solaris/AIX/HP-UX , it is responsibility of bidder to apply OS patches of Solaris/AIX/HP-UX server on regular interval during contract period.
10				The selected bidder must undertake to GO LIVE (delivery, installation, configuration, migration for Hardware and related software as per SOW in the RFP within 12 weeks from the date of the 1st and 3rd purchase order	The timelines of 12 weeks for Go-Live is not possible. The Bank had relaxed this clause to 16 weeks in last addendum released on 28th Feb (Point 44 , Page 229) and has changed it again. Request you to kindly revert back to the change which was accepted by the Bank " The selected bidder must undertake to GO LIVE (Hardware and related software as per SOW in the RFP) within 16 weeks from the date of the 1st and 3rd purchase order	Clause modified as: The Bank reserves the right to shift the ordered items to any location where bank has presences (DC, DR and NDR site), anywhere in India, during the warranty period. The selected bidder must undertake to GO LIVE (delivery, installation, configuration, migration for Hardware and related software) as per SOW in the RFP within 16 weeks from the date of the 1st and 3rd purchase order. However, any delay of the GO Live due to site not readiness in the Bank will not attributable to the selected bidder for LD purpose. However, purchase order 2nd, 4th, 5th and 6th delivery & installation time will be within 8 weeks from date of purchase order.
11		Table M Minimum Technical		Discovery should work without requiring agent installation (that is, agent-less discovery) while discovery Layers 2 through Layers	Request you to modify the clause as Discovery should work with Layers 2 through Layers 7 of OSI model	Clause stands as per RFP and subsequent pre-bid response, clarifications, corrigendum dated

		requirement for EMS Tool		7 of OSI model	The agent-less discovery is required in case of branch devices like desktops/printers. However, the discovery of Network devices is agentless only and the Servers in the Data Center are limited in number and can be loaded with the agents	28.02.2020 and 13.03.2020.
12		Table M Minimum Technical requirement for EMS Tool		Proposed EMS Solutions MUST have been in operations in at least 3 or more deployments in BFSI/government/PSU/enterprise sector, monitoring and managing at least 10000 network nodes in each of the cases individually. Self-certification of the OEM, along with the customer names and proof of software delivery must be submitted at the time of bid submission	Proposed EMS Solutions MUST have been in operations in at least 1 or more deployments in BFSI/government/PSU/enterprise sector, monitoring and managing at least 8000 network nodes in each of the cases individually. Self-certification of the OEM, along with the customer names and proof of software delivery must be submitted at the time of bid submission	Clause stands as per RFP and subsequent pre-bid response, clarifications, corrigendum dated 28.02.2020 and 13.03.2020
13	12	Tender_queries_responses_with_corrigendum____finacle_10_x_si_final_upload_147fdc81ea Point 21		Bidder need to automate of routine processes in Finacle 10.x & FEBA like UAT, EOD, BOD, Batch process etc.	Our understanding is that the routine processes needs to be automated thru any scripts/procedures or tools whatever possible. Please confirm	Clause is self-explanatory
14		Tender_queries_responses_with_corrigendum____finac		For TCO calculation bidder needs to factor cost of i) 5 Years Facility Management for proposed Hardware, Software, OS, Backup, DBs, EMS tools.	As per the RFP the Facility Management will start from December 2020 and Database Management will start from November 2020. Please confirm whether FM is to be quoted for 5	It is clarified that for TCO calculation bidder needs to factor cost of 5 Years Facility Management for proposed Hardware, Software, OS, Backup, DBs, EMS tools. However, PO

		le_10_x_si_final_upload_147fdc81ea Point 3			years or as per the period mentioned. Apart from this where will the Database Management additional One month costs during transition period needs to be quoted	will issue to selected bidder as per requirement and payment will done accordingly or pro data basic.
15	Page Number and point: 265/33 268-269/33 270/22 271/17 272/19 275-276/46 278/30 281/18 283/8			The text from corrigendum "The system should be quoted with 5 years with 24 x 7 and 4 HR CTR Support by the OEM. (3 years Upfront warranty and AMC for year 4 and Year 5..... <i>The on-site support will be by the OEM certified engineers only.</i> "	We find the pre-bid corrigendum still mentioned OEM certified on-site support. None of the OEM for the proposed solution have any such OEM certification. Kindly review this and may be avoided as SI is taking the complete responsibility for deliverable, SLA and Penalty, liability.	Clause stands as per RFP and subsequent pre-bid response, clarifications, corrigendum dated 28.02.2020 and 13.03.2020.
16	Page 76	Corrigendum dated 28.02.202	Part V Payment terms	5. Payment Terms: 5.1 Hardware Costs (DC, DR and NDR) for all hardware as part of the Solution 5.1.2 50% for Finacle 10.x related	Bidder's understanding is that the Bank Guarantee, which has an original validity of 18 months,	Point 5.4.3 under payment terms modified as: AMC & ATS for Hardware & Software

		0	<p>hardware (Server, Storage, SAN, NAS, Load Balancer, Tape Library, Disk based backup) of the delivered hardware cost would be payable on successful installation, commissioning, acceptance on successful benchmarking test and sign off by the Bank of the hardware at DC, DR and NDR respectively or payment can be released against submission of BG of equivalent amount valid for 18 months to achieve the stated objective.</p> <p>5.2 Application/Solution/system software Cost 5.2.1 50% of the cost, of such Application/Solution/system software, will be payable on successful delivery of said items. Payment will be released after</p> <p>5.2.2 40% of the cost, of application/Solution/system software, will be payable on Successful Go-Live and sign-off by the Bank or payment can be released against submission of BG of equivalent amount valid for 18 months to achieve the stated objective., after realizing penalty charges for late delivery, if any.</p> <p>Its clarified that details hardware requirement, Sizing with minimum configuration and business data point with recommended application response time</p>	<p>given against Hardware and Software payment milestone will be returned by the bank to the bidder upon completion of respective payment milestone on which the payment was originally due. Please confirm</p> <p>5.1.2 UCO Bank will release the BG (being given for balance Payment) against the sign off of Hardware by the bank should Bidder achieve the milestone before 18 months.</p> <p>5.2.2. UCO Bank will release the BG (being given for balance Payment) against the Go Live sign off by the bank should Bidder achieve the milestone before 18 months.</p> <p>Bidder request that to please remove this clause as the Hardware Make, Model, Sizing, even if it is minimum and other requirement is provided by Bank and any utilization less than 60% must have have been considered during the sizing. SI</p>	<p>respectively, shall be paid in quarterly arrear basis, after realizing penalty charges, if any.</p> <p>All other points under payment terms as per RFP and subsequent pre-bid response, clarifications, corrigendum dated 28.02.2020 and 13.03.2020 shall be unchanged.</p>
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RFP Page
No 35,
4.2

				mentioned in Annexure D (in RFP and subsequent Prebid response and corrigendum). Bidder should achieve successful benchmarking, SLA and response time as mentioned in this RFP during contract period. Further for proposed hardware component utilization should be less than 60% (except UAT environment servers, EMS tool hardware and storage disk space). However selected bidder needs to supply, install and maintain FEBA related hardware and software as per scope and specification in RFP, corrigendum and pre-bid responses.	will only provide the Hardware as asked in RFP.	
17	35	Hardware Sizing	Detailed Scope of Work	Details hardware requirement, Sizing with minimum configuration and business datapoint with recommended application response time mentioned in Annexure D. Bidder should achieve successful benchmarking, SLA and response time as mentioned in this RFP during contract period and at any point of time any proposed hardware component utilization should be less than 60%. It required, bidder can propose hardware sizing over, and above minimum sizing mentioned in Annexure D. If any short falls/performance degradation/unable to get response time, then bidder needs to upgrade hardware without any additional cost to the Bank within 3 months	We request to delete this clause. Justification : we would be supplying the hardware based on the requirement given by the bank. The validation on Infra sizing has to be done by application i.e. M/s Infosys.	Clause stands as per RFP and subsequent pre-bid response, clarifications, corrigendum dated 28.02.2020 and 13.03.2020.

18	75	Warranty , Annual Maintenance Support (AMC) Annual Technical Support (ATS)	Warranty , Annual Maintenance Support (AMC) Annual Technical Support (ATS)	Warranty shall not become void even if UCO Bank buys any other supplemental hardware from a third party installs it with / in these machines. However, the warranty will not be applied to such hardware installed. Besides the above, the bidder will have to enter into Service Level Agreement (SLA) with the Bank.	Warranty shall not become void even if UCO Bank buys any other supplemental hardware from a third party installs it with / in these machines. However, the warranty will not be applied to such hardware installed. Besides the above, the bidder will have to enter into Service Level Agreement (SLA) with the Bank.	Clause stands as per RFP and subsequent pre-bid response, clarifications, corrigendum dated 28.02.2020 and 13.03.2020.
19	76	Payment Terms	Hardware Costs (DC, DR and NDR) for all hardware as part of the Solution	50% payment for UAT, Training, migration/SIT/development server, EMS hardware and FEBA related hardware (Servers & Load balancers) cost would be payable on successful installation, commissioning, acceptance on successful test application and sign off, after realizing penalty charges for late delivery & installation.	Request to keep the payment same as Finacle 10.x related hardware	Clause stands as per RFP and subsequent pre-bid response, clarifications, corrigendum dated 28.02.2020 and 13.03.2020.
20	95	Exit Option	Exit Option And Contract Re-Negotiation	The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions: ▪ Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract; ▪ Delay in offering; ▪ Delay in commissioning project beyond the specified period; ▪ Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods; ▪ Serious discrepancy in project noticed during the testing;	The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions: ▪ Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract <u>on mutually agreed terms</u> ; ▪ <u>undue</u> Delay in offering; ▪ <u>undue</u> Delay in commissioning project beyond the specified period; ▪ <u>undue</u> Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;	Clause stands as per RFP and subsequent pre-bid response, clarifications, corrigendum dated 28.02.2020 and 13.03.2020.

				<ul style="list-style-type: none"> ▪ Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank. ▪ Serious discrepancy in completion of project. ▪ Serious discrepancy in maintenance of project. 	<ul style="list-style-type: none"> ▪ Serious discrepancy in project noticed during the testing; ▪ Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank. ▪ Serious discrepancy in completion of project. ▪ Serious discrepancy in maintenance of project. 	
21	95	Exit Option	Exit Option And Contract Re-Negotiation	In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Selected Bidder.	In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Selected Bidder.	Clause stands as per RFP and subsequent pre-bid response, clarifications, corrigendum dated 28.02.2020 and 13.03.2020.
22	97	Termination	Termination	UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) 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	UCO BANK Subject to 30 days cure period, either party reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) 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 material 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	Clause stands as per RFP and subsequent pre-bid response, clarifications, corrigendum dated 28.02.2020 and 13.03.2020.

			<p>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. g) 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. h) 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. i) 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</p>	<p>Notifications etc. <u>applicable to the Bidder under the performance of the RFP.</u> 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. g) 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 Bank selected bidder. <u>The selected bidder will be liable only upto 10% of additional cost incurred for the undelivered portion of the work.</u> h) After award of the contract, if the selected bidder does not perform satisfactorily or unduly 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</p>	
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				contract.	<p>additional expenditure <u>only upto maximum of 10%</u>, 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.</p> <p>i) 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 <u>attributable solely towards this contract and/or invoking the Performance Bank Guarantee under this contract.</u></p>	
23	98	Termination	Termination For Default	<p>The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract.</p>	<p>The Bank, without prejudice to any other remedy for breach of Contract, by written notice <u>of 30 days'</u> default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any <u>material obligation(s) under the Contract.</u> Add: <u>The bidder shall be paid for the goods delivered, services rendered, work in progress, third party orders in pipeline which cannot be cancelled despite the bidder's best efforts, unrecovered investments shall be paid by customer as per termination schedule till the date of termination.</u></p> <p><u>Notwithstanding anything to the contrary, either Party shall have</u></p>	

					<u>the right to terminate this Agreement at any time with cause, in the event that the other party commits a material breach of the Agreement and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days.</u>	
24	99	Termination	Consequences Of Termination	<p>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.</p> <p>In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO Bank, the bidder herein shall be obliged to provide all such assistance to the next successor bidder or any other person as may be required</p>	<p>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.</p> <p>In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO Bank, the bidder herein shall be obliged to provide all</p>	<p>Clause stands as per RFP and subsequent pre-bid response, clarifications, corrigendum dated 28.02.2020 and 13.03.2020.</p>

				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.	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. <u>In such event, the bidder shall be paid for such services rendered till the last date of performance.</u>	
25	35	Termination	Consequences Of Termination	Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to UCO Bank under law or otherwise.	Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to UCO Bank under law or otherwise.	Clause stands as per RFP and subsequent pre-bid response, clarifications, corrigendum dated 28.02.2020 and 13.03.2020.
26	36	LOL Response dated 14.03.2020	Limitation Of Liability	Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for : a) IP Infringement indemnity. b) Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, total cost	Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for : a) IP Infringement indemnity. b) Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section,	Clause modified as: 1. For breach of any obligation mentioned in this document, subject to point no. 3, in no event selected bidder shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total project cost/contract value. 2. Service Provider will ensure Bank's

				<p>of ownership at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP.</p> <p>c) Vendor's liability in case of claims against the Bank resulting from Wilful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.</p>	<p>total cost of ownership at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order</p> <p><u>Add: Notwithstanding anything contained herein, neither Party shall be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business and for any claims of any third party claiming through Wipro) that may arise out of or result from this Agreement. The aggregate liability of Wipro, under this Agreement, shall not exceed the fees (excluding reimbursements) received by it under this contract during the six months preceding the date of first claim.</u></p>	<p>data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss cause.</p> <p>3. The limitations set forth in point no. 1 shall not apply with respect to:</p> <p>a) claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership.</p> <p>b) damages occasioned by the gross negligence or willful misconduct of Service Provider.</p> <p>c) damages occasioned by Service Provider for breach of confidentiality obligations.</p> <p>d) Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project.</p>
27	76	Risk & Title	Risk and Title	Clause not present in RFP. To be included	The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer	Query not admissible.

PROFORMA FOR PERFORMANCE GUARANTEE AGAINST PAYMENT TERMS POINT NO. 5.1.2 & 5.2.2 IN
CORRIGENDUM DATED 28.02.2020

(To be stamped in accordance with the stamp act)

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

We, [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of [BIDDER] do hereby undertake to pay to UCO BANK an amount not exceeding Rs..... against any failure in benchmarking and Installation as per Scope of work mentioned in RFP and subsequent corrigendum or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said BIDDER of any of the terms or conditions contained in the said Agreement.

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

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

4. We [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said BIDDER and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before (Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We [indicate the name of bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said BIDDER from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said BIDDER and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said BIDDER or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said BIDDER or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

7. We [Indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

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.

Authorized Official.

NOTE:

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

2. Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.

Note: All other terms and conditions of the subject RFP and pre-bid response, corrigendum & clarification dated 28.02.2020 & 13.03.2020 remain unchanged. The clarification, changes and addendums in the RFP clause mentioned herein above will be part & parcel in the RFP.