



**REQUEST FOR PROPOSAL (RFP)**  
**For**  
**Supply, Installation and Maintenance of UPS**  
**Systems (Rate Contract)**

**Department of Information Technology**  
**H.O. – II, 3 & 4 DD Block, Sector – 1,**  
**Salt Lake, Kolkata – 700064**

**RFP REF NO: DIT/BPR&BTD/OA/3061/2020-21 Date: 22/01/2021**

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

This document is prepared by UCO Bank for Supply, Installation & Maintenance of UPS Systems (Rate Contract). It should not be reused or copied or used either partially or fully in any form.

### **Disclaimer**

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

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### **CONTROL SHEET TABLE**

<b>Tender Reference</b>	<b>DIT/BPR &amp; BTB/OA/3061/2020-21 Date: 22/01/2021</b>
<b>Cost of Tender documents</b>	<b>As mentioned in 'Part – VI'</b>
<b>Date of issue of RFP</b>	<b>22/01/2021</b>
<b>Earnest Money Deposit (EMD)</b>	<b>As mentioned in 'Part – VI'</b>
<b>Date of commencement of sale of tender document</b>	<b>22/01/2021</b>
<b>Pre Bid queries to be received only online at <a href="mailto:hodit.proc@ucoBank.co.in">hodit.proc@ucoBank.co.in</a></b>	<b>On or before 29/01/2021 up to 02:00 PM</b>
<b>Pre-Bid meeting through on line mode</b>	<b>02/02/2021 at 11:30 AM</b>
<b>Last date, time for submission of Bid Documents</b>	<b>24/02/2021 at 04:00 PM</b>
<b>Opening of Technical bids</b>	<b>24/02/2021 at 04:30 PM</b>
<b>Opening of Indicative commercial Bid</b>	<b>Will be informed subsequently to eligible &amp; technically qualified bidders.</b>
<b>Reverse Auction Date</b>	<b>Will be informed on later date.</b>
<b>Address of Communication</b>	<b>UCO BANK, Head Office-2 Department of Information Technology, 7<sup>th</sup> Floor, 3 &amp; 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064</b>
<b>Email Address</b>	<b><a href="mailto:hodit.proc@ucoBank.co.in">hodit.proc@ucoBank.co.in</a></b>
<b>Contact Telephone</b>	<b>Tel: 033 4455 9775 / 9770</b>
<b>Bids to be submitted</b>	<b>Tender box placed at: UCO BANK, Head Office-2 Department of Information Technology 5th Floor, 3 &amp; 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064</b>

**Note:** Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at **04:30 PM**. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

## **PART-I**

### **1. INTRODUCTION**

UCO BANK, a body Corporate, established under The Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata- 700001, India, hereinafter called "The Bank", is one of the leading public sector Banks in India having 3000+ Domestic branches, two overseas branches and 2300+ ATMs spread all over the country. All the branches of the Bank are CBS enabled through Finacle as a Core Banking Solution.

The Bank intends to purchase UPS Systems on Rate Contract. The details of items and their required quantities are mentioned in **Part – VI**. UCO BANK invites bids from the prospective bidders having proven past experience and competence in the field of Supply, Installation & Support of UPS systems to supply the above hardware items in its branches/offices across the country on Rate Contract basis. Bidders with unsatisfactory past record need not apply.

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

UCO Bank invites sealed tenders comprising of Eligibility Bid, Technical bid and Indicative commercial bid from experienced selected bidders having proven capabilities of Supply, Installation & Maintenance of UPS Systems (Rate Contract). The selected bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not be acceptable to UCO Bank.

The bidder (also called the vendor or bidder through this document) appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful completion 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 RFP document shall be the governing document for arrangement between the Bank and the prospective bidder in terms of this RFP documents.

The bidders should take care of submitting the bids properly filled so that the papers are not loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny.

Bidders are requested to participate in the tender process according to the time schedule mentioned above.

The eligibility bid will be opened first and only those bidders, deemed eligible as per the eligibility criteria mentioned in this RFP, will be shortlisted for technical evaluation; the qualified bidders will be notified separately. Commercial Bid of only those short-listed-bidders, who have qualified in Technical evaluation, will be opened by the Bank, the date of which will be notified separately.

The Bids should be addressed to:

**Deputy General Manager (DIT, BPR & BTB)**  
**UCO Bank, Head Office-2**  
**Department of Information Technology,**  
**5<sup>th</sup> Floor, 3 & 4 DD Block, Sector -1,**  
**Salt Lake, Kolkata - 700 064**

UCO Bank is not responsible for non-receipt of response to RFP within the specified date and time due to any reason including postal holidays or delays. In case the specified date of submission & opening of Bids is declared holiday in West Bengal 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 that day.

Any bid received after specified date and time of the receipt of bids as mentioned above, will not be accepted by the Bank.

The bidder appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the target date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

### **3. ELIGIBILITY CRITERIA.**

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

<b>SL No</b>	<b>Eligibility Criteria</b>	<b>Document to be submitted</b>
1.	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956 or 2013 and amendments thereafter, if	1. Certificate of Incorporation issued by Registrar of Companies along with

	<p>any for the last 3 years as on RFP issuance date.</p> <p>Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt of India.</p> <p>Company registered as MSME Entrepreneur &amp; still categorized as MSME as on RFP issuance date.</p> <p>The bidder should not be a subsidiary of a foreign company.</p>	<p><b>2.</b> Copies of Memorandum of Association</p> <p><b>3.</b> Copies of Articles of Association</p> <p><b>4.</b> Shareholding pattern</p> <p>PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.</p> <p>MSME Registration registration certificate issued by NSIC (if applicable).</p>
2.	The bidder should be an OEM or their authorized representative.	<p>In case of OEM, self-declaration on company letter head and duly signed by authorised signatory to be submitted.</p> <p>In case of an authorized representative, a letter of authorization (MAF) from original manufacturer must be furnished in original duly signed &amp; stamped (As per <b>Annexure – D</b>).</p>
3.	The bidder should have posted net profit in the last three financial years, i.e. 2017-18 , 2018-19 & 2019-20.	
4.	The bidder should have positive <b>Net Worth</b> (capital + reserves – accumulated loss if any) in the last three Financial Year i.e. 2017-18 , 2018-19 & 2019-20.	<p>Certificate from Chartered Accountant Stating Net Worth, Turnover and Profit/Loss for last 3 financial years. It should be in concurrence with the audited balance sheets.</p> <p>And</p>
5.	The bidder of each group should have a minimum yearly turnover of <b>Rs.15 crores</b> for last three financial year 2017-18 , 2018-19 & 2019-20.	<p>Audited Balance Sheets for last 3 years, i.e. 2017-18 , 2018-19 &amp; 2019-20.</p>
6.	The bidder should not have been	An undertaking to this effect in

	debarred / blacklisted by any Bank/Central Govt. and any of the State Govt. Organizations in India for non-performance or any other reason as on date of submission of bids is not eligible to participate.	the company's letterhead signed by authorized signatory.														
7.	<p>The bidder should have all India presence with Offices / Support Centers having at least two engineers in minimum 100 centers Centers where UCO Bank is having its Zonal Offices (List of Zonal offices is given in <b>Annexure - J</b>) to support the branches under its command.</p> <p>In case the bidder is not having own office at the 100 locations as above and wishes to provide support services through partner/franchisee to those locations, a letter from the partner / franchisee should be enclosed stating that they will be providing support services to UCO Bank branches/offices for purchase under this contract.</p>	<p>A letter of undertaking to be given by the bidder.</p> <p>(Escalation matrix covering 100 centres of all the 42 Zones of the Bank to be provided in case of selection or at the time of evaluation)</p>														
8.	<p>The bidder should have executed orders for each group in last three financial years i.e. 2017-18 , 2018-19 &amp; 2019-20, not less than as under:</p> <table border="1"> <thead> <tr> <th rowspan="2">Group</th><th colspan="2">Minimum order executed</th></tr> <tr> <th>Total quantity of UPS Supplied</th><th>Out of which order executed in Governm ent sector</th></tr> </thead> <tbody> <tr> <td>A</td><td>200</td><td>100</td></tr> <tr> <td>B</td><td>1000</td><td>500</td></tr> <tr> <td>C</td><td>60</td><td>30</td></tr> </tbody> </table>	Group	Minimum order executed		Total quantity of UPS Supplied	Out of which order executed in Governm ent sector	A	200	100	B	1000	500	C	60	30	<p>Related Purchase Order copies to be submitted along with satisfactory working certificate issued by any Bank/Govt. Organization in last three years i.e. 2016-17, 2017-18 &amp; 2018-19 to be submitted by the bidder.</p>
Group	Minimum order executed															
	Total quantity of UPS Supplied	Out of which order executed in Governm ent sector														
A	200	100														
B	1000	500														
C	60	30														

	D	20	10	
	E	20	10	
9	The bidder should ensure that there are no proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of business.			Declaration in the letterhead of the bidder's company to that effect should be submitted.

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

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

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. UCO BANK reserves the right to verify /evaluate the claims made by the bidder independently. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

## **PART – II**

### **INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS**

#### **1. INVITATION FOR BIDS**

This Request for Proposal (RFP) is to invite proposals from eligible bidders desirous of taking up the project for Supply, Installation & Maintenance of UPS System (Rate Contract) for different groups as mentioned in Part-VI of the RFP. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. If a bidder wants to participate in more than one group, then they will have to submit different bid documents pertaining to that group. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

#### **2. DUE DILIGENCE**

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

#### **3. TENDER DOCUMENT & FEE**

The tender document is to be downloaded from the Bank's official website <https://www.ucoBank.com> . The bidder downloading the tender document from the website is required to submit a non-refundable fee for an amount as mentioned in '**Part – VI**' for Supply, Installation & Maintenance of UPS System under Rate Contract through NEFT mode on or before the date & time of technical bid submission. The bidder has to provide Bank with the UTR no. generated after the NEFT (hard copy of the receipt generated should be submitted along with the bid documents), failing which the bid of the concerned bidder will be rejected.

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

<b>Bank details for Tender Fee</b>	<b>Address for Obtaining printed copy of RFP</b>
Account Number-18700210000755 Account Name- M/s H O DIT Branch- DD Block, Salt Lake branch IFSC- UCBA0001870 MICR-700028138	UCO Bank Head office, Department of Information Technology 3&4 DD Block, 7 <sup>th</sup> floor, Salt lake City, Sector-1, Kolkata – 700064 Phone- 033- 4455 9775/9770

#### **4. EARNEST MONEY DEPOSIT**

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 6 months together with a claim period of 30 days in favour of UCO Bank payable at Kolkata for an amount mentioned hereunder:

<b>Particulars of Job to be undertaken</b>	<b>EMD</b>
<b>RFP For Supply, Installation &amp; Maintenance of UPS Systems (Rate Contract)</b>	<b>₹ (as mentioned in Part-VI of RFP)</b>

Bank Guarantee should be issued by any schedule commercial Bank other than YES BANK.

Bids without Earnest Money Deposit will not be considered. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process without any interest thereon. The EMD of successful bidder(s) will be returned to them on submission of Performance Bank Guarantee (s) either at the time of or before the execution of Service Level Agreement (SLA). The EMD of successful bidder(s) will be returned on submission of Performance Bank Guarantee.

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

- If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- The selected bidder withdraws his tender before furnishing on unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.
- In case of the successful bidder, if the bidder fails:
  - To sign the contract in the form and manner to the satisfaction of UCO BANK

- To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK either at the time of or before the execution of Service Level Agreement (SLA).

## **5. REJECTION OF THE BID**

The Bid is liable to be rejected if:

- 5.1** The document doesn't bear signature of authorized person on each page signed and duly stamp.
- 5.2** It is received through E-mail.
- 5.3** It is received after expiry of the due date and time stipulated, or such extended time as stipulated by the Bank, for bid submission.
- 5.4** Incomplete Bids, including non-submission or non-furnishing of requisite documents including Integrity Pact/ Conditional Bids/ deviation of terms & conditions or scope of work/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- 5.5** Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.
- 5.6** Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- 5.7** The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP).
- 5.8** Non-submission of Pre Contract Integrity Pact as per format given in Annexure – M.

## **6. PRE-BID MEETING**

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bank intends to hold a pre-bid meeting on the date & time as indicated in the RFP (Control Table). The queries for the Pre-bid meeting should be reached by email on or before the date mentioned above on e-mail: [hodit.proc@ucoBank.co.in](mailto:hodit.proc@ucoBank.co.in). It may be noted that no query from any bidder shall be entertained or received after the mentioned date and time in control table. 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.

Only authorized representatives, not more than two, of the bidder will be allowed to attend the Pre-bid meeting through on line mode.

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

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

## **8. INFORMATION PROVIDED**

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

## **9. CLARIFICATION OF OFFER**

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

## **10. LATE BIDS**

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

## **11. ISSUE OF CORRIGENDUM**

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

## **12. FOR RESPONDENT ONLY**

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

## **13. DISCLAIMER**

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP 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.

#### **14. SELECTION PROCESS**

Technically qualified and eligible as per eligibility criteria mentioned in the RFP with lowest quote based on Total Cost of Ownership (TCO) will be considered as successful bidder.

If Bank receives a single bid for any group / category, the entire Rate Contract process will not be cancelled but retendering process will be initiated for that specific group only.

#### **15. MSME**

As per recommendations of GOI, Bank has decided to waive off EMD and tender cost for NSIC registered MSME entrepreneurs.

- i. Exemption from submission of EMD and Tender Fee / Cost shall be given to bidders who are Micro, Small & Medium Enterprises (MSME) and registered under provisions of the Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME. Bids received without EMD and tender cost from bidders not having valid NSIC registered documents for exemption will not be considered.
- ii. To qualify for EMD & Tender Fee / Cost exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining registration will not be considered for EMD & Tender Fee / Cost exemption. (Traders are excluded who are engaged in trading activity without value addition / branding / packing. In such a case they will have to submit EMD and Tender Cost).
- iii. MSME bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a

Performance Bank Guarantee before the deadline defined by the Bank, they will be suspended for a period of three years from being eligible to submit bids for contracts with the Bank.

- iv. In tender participating MSEs quoting price within price band of L1+15% allowed to supply a portion upto 20% of requirement by bringing down their price to L1 price where L1 is non-MSEs.
- v. An MSE unit will not get any purchase preference over any other MSE unit.
- vi. Bids received without EMD for bidders not having valid NSIC registered documents for exemption will not be considered. Bids received without EMD for bidders not having valid registration documents for exemption will not be considered. However, Performance Bank Guarantee has to be submitted by the bidder under any circumstance.

## **16. COSTS BORNE BY RESPONDENTS**

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



## **17. NO LEGAL RELATIONSHIP**

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

## **18. CANCELLATION OF TENDER PROCESS**

- a. UCO Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidder.
- b. The vendor shall indemnify UCO Bank and keep indemnified against any loss or damage that UCO Bank may sustain on account of any violation of patents, trademark etc. by the vendor in respect of the products supplied / services offered.

## **19. CORRUPT AND FRAUDULENT PRACTICES**

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

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

## **AND**

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

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

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

## **20. NON-TRANSFERRABLE OFFER**



This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.

## **21. ADDRESS OF COMMUNICATION**

Offers / bid should be addressed to the address given in bid control sheet.

## **22. PERIOD OF BID VALIDITY**

Bids shall remain valid for 180 (One Hundred and Eighty) days after the date of bid opening prescribed by UCO BANK. UCO BANK holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

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

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

## **24. OTHER TERMS AND CONDITIONS**

- a. Signing of the bid: The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.
- b. Cost of preparation and submission of bid document: The bidder shall bear all costs for the preparation and submission of the bid. UCO BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- c. Erasures or Alterations: The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.
- d. Language of Bid: The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.
- e. Non-Disclosure Agreement: The bidder is required to sign a Non-Disclosure Agreement with UCO Bank.
- f. Price Freezing: The price finalized shall remain valid during the period of the Rate Contract.
- g. Preliminary Scrutiny: UCO BANK will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required technical documentation has been furnished,

whether the documents have been properly signed, and whether items are quoted as per the schedule.

- h. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part. In all the aforesaid matters, Bank's decision is final and conclusive.
- i. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement without assigning any reason, whatsoever and without any cost or compensation therefor.
- j. Clarification of Offers: To assist in the scrutiny, evaluation and comparison of offers/bids, UCO BANK may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder.
- k. Audit by Third Party: Bank at its discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank.
- l. Governing Laws & Jurisdiction of the Court: The provisions of this RFP and the Service Level Agreement to be executed shall be governed by the laws of India for the time being in force and the Rules made thereunder from time to time and all the dispute(s) or difference(s) arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts at KOLKATA.
- m. Publicity: Any publicity by the bidder in which the name of UCO Bank is to be used should be done only with the explicit written permission of UCO Bank. The Vendor shall not make or allow making a public announcement or media release about any aspect of the Contract unless UCO BANK first gives the Vendor its prior written consent.
- n. Non-Transferable Offer: This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.

- o. Confidentiality of the bid document: The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.
- p. If an agent bid on behalf of the Principal, the same agent shall not submit a bid on behalf of another Principal in the same tender for this project.
- q. Cancellation of tender process: Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason and without any cost or compensation therefor.
- r. Modification of Order: Bank reserves its rights to modify (i.e., addition and reduction) the Purchase/Work Order as per its requirement and the payment for such addition /reduction would be determined on pro rata basis or on mutual consent of the parties.
- s. Response of the Bid: The Bidder should comply all the terms and conditions of RFP.
- t. Bidder is required to comply with and adhere to all Laws, Rules, Regulations, Bye-Laws, Guidelines and Notifications etc. The bidder is solely responsible for any legal obligation related to this.
- u. Price Discussion: It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- v. Non-Assignment: Neither the subject matter of the contract nor any right arising out of the contract shall be transferred, assigned or delegated to any third party by Vendor without prior written consent of the Bank.
- w. UCO BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. UCO BANK has the right to re-issue tender/bid. UCO BANK reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. UCO BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.
- x. GST Law: The bidder has to submit an Undertaking mentioning its compliance with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.

- y. **Central Minimum Wages Act & Labour Laws:** The bidder has to submit an Undertaking in its letterhead ensuring that the payment towards services is in consonance with Central Minimum Wages Act & Labour Laws.
- z. UCO Bank may extend the period of validity of prices and quantity after expiry of the price validity or after procurement of maximum quantity mentioned in the RFP at mutually agreed terms. The quantity of each item mentioned in the RFP is indicative only which may vary as per requirement of the Bank.
- aa. The Technical bid should have compliance chart as per **Annexure – K** including documentary proof in support of Eligibility Criteria, Indicative commercial Bids and Annexures **A – T**.
- bb. The Price Bid must include all hardware and network equipment along with specification, Model No, Part Name, Serial No, Date of Installation, Warranty completion Date and Price Tag covering warranty period of 3 years and 2 years AMC/ATS (Excluding Batteries). The Price Bid also must include GST and other applicable taxes (if any) as per **Annexure – I**.

## 25. ERRORS AND OMISSIONS

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document.



## 26. ACCEPTANCE OF TERMS

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

## 27. RFP RESPONSE

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

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

## 28. RFP RESPONSE VALIDITY PERIOD

RFPs response will remain valid and open for evaluation according to their terms for a period of at least **6 months** from the time the RFP response submission process closes.

## **29. NOTIFICATION**

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

## **30. ERASURES OR ALTERATIONS**

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

## **31. CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT**

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

## **32. LANGUAGE OF BIDS**

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

## **33. AUTHORIZED SIGNATORY**

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

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

### 34. SUBMISSION OF OFFER- THREE BID SYSTEM

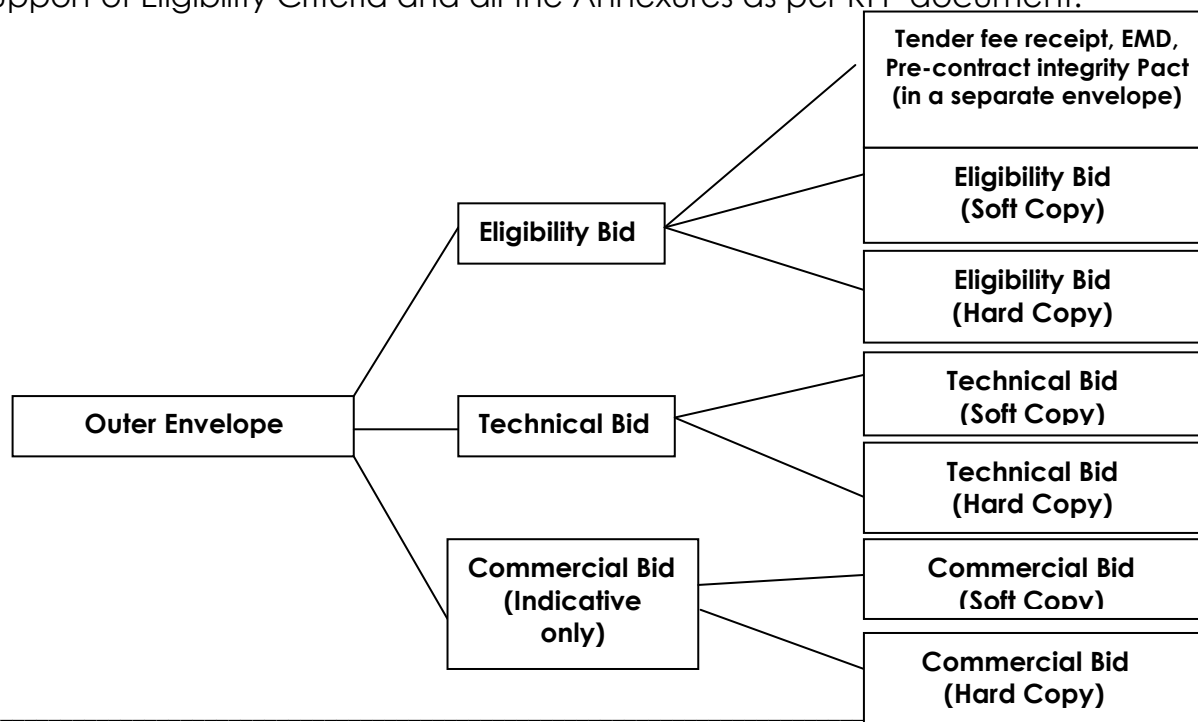
Separate Eligibility, Technical and Commercial Bids along with soft copies duly sealed and super-scribed as - RFP for Supply, Installation & Maintenance of UPS Systems (Rate Contract)( **Eligibility Bid**), -- RFP for Supply, Installation & Maintenance of UPS Systems (Rate Contract) (**Technical Bid**) and -- RFP for Supply, Installation & Maintenance of UPS Systems (Rate Contract) (**Commercial Bid**) respectively should be put in a single sealed outer cover duly sealed and super-scribed as- "**RFP for Supply, Installation & Maintenance of UPS Systems (Rate Contract)** " as per the below mentioned diagram and as per bid details given in the RFP.

The bids (along with soft copy in non-optical devices) shall be dropped/submitted at UCO Bank's address given in Bid Control Sheet Table, on or before the date specified therein.

All envelopes must be super-scribed with the following information:

- Name of the Bidder
- Bid Reference No.
- Type of Bid (Eligibility or Technical or Commercial)

The Eligibility and Technical Bid should be complete in all respects and contain all information asked for, in the exact format of eligibility and technical specifications given in the RFP, except prices. The Eligibility and Technical Bids must not contain any price information otherwise BANK, at its sole discretion, may not evaluate the same. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidders. The Technical bid should have documentary proof in support of Eligibility Criteria and all the Annexures as per RFP document.



**Bidder to ensure that Soft copy of the bids submitted should contain each and every document submitted in the original bid documents.**

The Commercial Offer (Indicative) (Hard Copy) should contain all relevant price information as per **Annexure – I**.

All pages and documents in individual bids should be numbered as page no. – (Current Page No.) of page no – (Total Page No.) and should contain tender reference no. and Bank's Name.

**Note:**

- 1** If the outer cover / envelop are not sealed & super-scribed as required, the Bank will assume no responsibility for bid documents misplacement or premature opening.
- 2** All pages and documents in individual bids should be numbered as page no. (Current Page. No) of page. No - (Total Page No) and should contain tender reference no. and Bank's Name.
- 3** 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.
- 4** If any inner cover / envelop of a bid is found to contain Eligibility/ Technical & Commercial Bids together then that bid will be rejected summarily.
- 5** If any outer envelope is found to contain only the eligibility bid or technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- 6** If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
- 7** 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.
- 8** 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 / eligibility bids from the participating bidders.
- 9** Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

## **PART –III BID OPENING AND EVALUATION CRITERIA**

There would be three (3) **stages for evaluation process**. The Stages are:

- I) Eligibility Criteria Evaluation
- II) Technical Evaluation
- III) Commercial Evaluation

### **1. Eligibility Evaluation**

The Bank will evaluate the technical response to the RFP of bidder who are found eligible as per the eligibility criteria mentioned in the RFP.

### **2. Technical Evaluation**

The proposals will be evaluated in two stages. In the first stage, i.e. Technical Evaluation, the bidders will be shortlisted, based on bidder's responses. In the second stage, the commercial bids would be evaluated.

During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation.



The resources offered should meet all the technical requirements mentioned in scope of work and **Annexure – H**. Non-compliance to any of the technical specification may attract rejection of the proposal.

### **3. Commercial Evaluation**

Indicative Commercial Bids of technically qualified bidders will be opened by the Bank and the same bidders will be considered for participation in commercial Bidding (Reverse Auction). After opening of Indicative Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail.

- The L1 Bidder will be selected on the basis of reverse auction conducted by the Bank on a pre informed date after proper training.
- The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
- In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted

bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

#### **4. REVERSE AUCTION**

**The Bidder who's Price Bid (indicative) has not been rejected / disqualified by the Bank will be asked to participate in the Reverse Auction, which will be conducted for determining the L1 vendor separately for each group.**

The business rules, term and conditions of the Reverse Auction process will be provided to such short listed bidders in due course. Bidders have to comply with the procedure prescribed by the vendor appointed by the Bank for e-tendering / reverse auction. The technically qualified bidders will also be advised about the date of the reverse auction and date of training for this purpose. Bank reserves its right to open the indicative price bids of all the technically qualified bidders before the reverse auction process to arrive at the opening price (start price) for the Reverse Auction. However there would be no compulsion on the part of the Bank to necessarily accept these prices as Bench Mark for determining the Start Bid price and the Bank may at its discretion use any other process / methodology to determine the Start Bid Price and decrement price without having to disclose the basis to the Bidders. On completion of the Reverse Auction, the Bank will evaluate the resultant price for each item for respective group which will get precedence over the price offered in the indicative price bid submitted by bidders. The L-1 bidder will be determined on the basis of the lowest price quoted / offered in the Reverse Auction for each item.

#### **5. Selection Methodology**

Technically qualified and eligible as per eligibility criteria mentioned in the RFP with lowest quote based on Total Cost of Ownership (TCO) will be considered as successful bidder.

If Bank receives a single bid for any group / category, the entire Rate Contract process will not be cancelled but retendering process will be initiated for that specific group only.

## **Part –IV**

### **1. SCOPE OF WORK / REQUIREMENTS**

Bank will award the contract to the successful bidder(s) for the Contract Period specified in this RFP from the date of empanelment and the bidder(s) should deliver the service with the following scope:

- 1.1 Bidder should be capable of providing all the equipments and services thereon for which they have submitted their bids.
- 1.2 The systems must be capable of upgrading at a later stage as and when required by the Bank. (Wherever specified in the technical specifications)
- 1.3 Bidders need to have a co-ordination with their OEM for integrating the items supplied by them for the branches/offices to function smoothly.
- 1.4 The Bank reserves the right to shift the equipment to a suitable location depending upon the need. The bidder will arrange to shift the equipment, install and commission the same at the shifted location at mutually agreed shifting charges.
- 1.5 The Scope of Work also includes the scope provided under **Other Terms & Conditions** and instructions to the bidders in the RFP.
- 1.6 The bidder(s) will undertake to ensure availability of offered hardware items during the rate contract period as well as maintaining sufficient inventory of genuine spare parts for a minimum period of 5 years for the hardware items supplied under this rate contract.
- 1.7 Successful bidder will be responsible for affixing asset tags and complete inventory details of each hardware equipment supplied to the Bank. The Asset Tags so printed by the successful bidder must have the company's logo along with other details like warranty/AMC validity, call logging no., mail id etc. The asset tag details for the Hardware would be mutually decided by the Bank and the successful bidder.
- 1.8 The bidder(s) has to submit an undertaking (format enclosed in the Annexure – Q) along with the delivered items, signed by the officials not lower than the company secretary of the system OEM, certifying that all the components/parts/assembly/software used in the proposed hardware are original/new components/parts/assembly and that no

refurbished/ duplicate/second hand components have been used or would be used.

- 1.9** The validity of Rate Contract will be from date of issue of first purchase order to 31.03.2022 which may be extended by the Bank on mutually agreed terms.



## **PART-V**

### **1. ADOPTION OF INTEGRITY PACT**

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- i. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- ii. Principal to treat all bidders with equity and reason
- iii. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally
- iv. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- v. Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- vi. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- vii. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

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

All pages of Integrity Pact (IP) must be signed and stamped. Integrity Pact (IP) should be deposited with Procurement or concerned Department undertaken procurement at the address mentioned along with RFP document.

### **2. PRELIMINARY SCRUTINY**

UCO Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether all the necessary information supported by documentary evidences are submitted as per prescribed method. Offers not meeting the prescribed guidelines and or with incorrect information or not supported by documentary evidence, wherever called for, would summarily be rejected. However, UCO Bank, at its sole discretion, may waive any minor non-conformity or any minor irregularity in an offer. UCO Bank reserves the right for such waivers and this shall be binding on all vendors.

### **3. SINGLE POINT OF CONTACT**

The selected bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP. The selected Bidder shall provide support services which include installation of servers by providing onsite support on next business day, response and resolution at Kolkata during contract period after the acceptance of the hardware and software. In case of any failure of Hard Disk or any other components during the warranty period then the Bidder shall replace such components immediately.



### **4. INDEPENDENT EXTERNAL MONITOR (S)**

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

1. Shri S. R. Raman  
1A-121, Kalpataru Gardens  
Near East-West Flyover  
Kandivali East, Mumbai - 400101  
E-mail:- [raman1952@gmail.com](mailto:raman1952@gmail.com)
  
2. Ms. Vijayalakshmi R Iyer  
Flat No. – 1402, Barberry Towers,  
Nahar Amrit Shakti,  
Chandivali, Powai, Mumbai – 400072  
E-mail:- [vriyer1955@gmail.com](mailto:vriyer1955@gmail.com)

The Bank has appointed Independent Monitors (hereinafter referred to as Monitors) for the Integrity Pact in consultation with the Central Vigilance Commission (Names

and Addresses of the Monitors given in the Pre Contract Integrity Pact to be submitted by the bidder as per Annexure – M.

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

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

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

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

The bidder (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

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

The Monitor will submit a written report to the designated Authority of Bank within 8 to 10 weeks from the date of reference or intimation to him by the Bank and should the occasion arise, submit proposals for correcting problematic situations.

## 5. CONTRACT PERIOD

The price should be valid from first date of issue of purchase order to 31.03.2022. However, after the completion of initial rate contract period, the contract may be extended/renewed for a further period of **3-6 months** as would be decided by the Bank on the same terms and conditions as mentioned herein at mutual consent of both the bidder & the Bank.

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

The tenure of the Project Contract will be for a period of **6 (Six) years (effectively 5 years (3 years' warranty + 2 years' AMC) from the date of purchase order issued for**

**the individual items)** effective from the date of execution of the SLA unless terminated earlier by the Bank by serving 30 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor.

The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 30 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.

## **6. PERFORMANCE BANK GUARANTEE**

The successful bidder shall be required to submit a Performance Bank Guarantee **(Annexure – C)** within 15 days from the date of receiving of LOI equivalent to **10 %** of the Total Cost of Ownership out of which first **5%** shall be deposited on receipt of LOI as mentioned above. Additional **5%** PBG shall be deposited by the bidder immediately after receipt of **40%** of estimated quantity mentioned in their Letter of Empanelment. The issued PBG shall be valid for a period of **4 (Four) years plus a claim period of 3 (three) months**, indemnifying any loss to the Bank, thus PBG should be valid for a total period of **51 (Fifty One) months** from the date of issuance of the Bank Guarantee. Bank reserves the right to invoke the BG for any non-compliance of the terms & conditions of this RFP or the SLA to be executed between the selected bidder and the Bank at any point of time without prejudice to its other rights and remedies available under the Contract and/or the Law (s) for the time being in force. In case the contract period is extended by the Bank, the selected bidder shall be responsible to extend the validity period and claim period of the Performance Bank Guarantee. Performance Bank Guarantee should be issued by a schedule commercial Bank acceptable to UCO Bank.

## **7. TAXES**

- a.** Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.
- b.** The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.

- c. Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.
- d. Bidder shall co-operate fully in the defense of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the selected bidder.

## **8. CONFIDENTIALITY AND SECRECY**

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP 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 RFP 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 RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

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

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;

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

The successful Bidder is required to execute a Non-Disclosure Agreement to the Bank as per Bank's format before or at the time of execution of the Service Level Agreement.

## 9. PAYMENT TERMS

- 90% of the order value** along with GST and other applicable duties on actual basis will be paid on delivery, installation and acceptance of ordered items, after realizing penalty charges for late delivery and / or late installation, if any. The claim for payment should contain proof of delivery, installation note & User Acceptance Report signed by an authorized official of the Bank / branch at the respective sites etc.
- In case installation is held up by the Bank for site non-readiness, the payment may be released after 10 working days from delivery on production of Site Non-Readiness (SNR) certificate from the competent authority at the delivery site.

- c. **10% of the order value** (i.e. the residual amount) will be paid after completion of 6 month of successful functioning of installed UPS System.
- d. The AMC amount to be paid towards facilities of AMC as mentioned below is to be paid quarterly at the end of each quarter on pro-rata basis.
- e. In case installation is held up by the Bank for site non-readiness, the payment may be released after 30 days from delivery on production of Site Non-Readiness (SNR) certificate from the competent authority at the delivery site.

## **10. PAYING AUTHORITY**

The payments as per the Payment Schedule covered hereinabove shall be paid by the respective offices / departments who have issued Purchase Orders. However, Payment of the Bills would be done on quarterly basis.

## **11. WARRANTY**

The vendor must **provide 3 years' on-site comprehensive warranty** for all hardware items to be supplied under this rate contract covering all spare parts & service from the date of acceptance of the systems by UCO Bank at the respective locations.

During the warranty period, the vendor will have to undertake comprehensive maintenance of the entire hardware, hardware components and accessories supplied by the vendor. This service is to be provided on all the working days of the Bank between 9 a.m. to 9 p.m. notwithstanding the fact whether on such days the selected vendor's office remains closed or not. The request for support shall have to be attended by the vendor even if the request is made over telephone/ SMS or by e-mail/fax by the respective sites, within 4 hours within City limits, within 8 hours in the Suburb (25 Km radius) and within 24 hours at all other places (Response time). The entire equipment should be repaired within 48 hours (Resolution time). In case of vendor failing above standards, a standby arrangement should be provided till the machine is repaired.

The Vendor shall be fully responsible for the manufacturer's warranty for all equipment, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship, or any act or omission of the manufacturer / Vendor or any defect that may develop under normal use of supplied equipment during the warranty period. Warranty shall not become void even if UCO Bank buys any other supplemental hardware from a third party and installs it with/in these machines. However, the warranty will not apply to such hardware installed. Besides the above, the vendor will have to enter into Service Level Agreement.

## **12. PRICE COMPOSITION**

12.1 The price quoted should be only in Indian rupees and inclusive of the following:

- Cost of the equipment.
- The price should be exclusive of GST and other applicable taxes (if any), which shall be paid as per actual by the Bank on the date of invoicing
- Three years comprehensive onsite warranty and maintenance of UPS Systems and other hardware items covering all components, services and visits to the concerned offices
- Insurance to cover the equipment from transit period till installation /date of sign off

12.2 The bidders should quote prices strictly as per the price composition stated above failing which the offers are likely to be rejected.

12.3 Vendors will get the insurance cover for all risk up to the delivery & installation of Hardware items. The cost of the same will be borne by the vendor. A copy of insurance policy should be provided by the vendor at the time of installation of the hardware.



### **13.INSURANCE**

The Selected bidder will obtain the Insurance covering all the risks during transit, storage, installation, commissioning, testing and handling including third part liabilities for the equipment supplied for all risks up to the delivery at the Bank's site. The cost of the same will be borne by the selected bidder. The Selected bidder has to submit a copy of the insurance document so that the Bank may get a new insurance cover after the delivery, installation and acceptance of the system.

### **14.FORCE MAJEURE**

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

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

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

## **15.COMPLETENESS OF THE CONTRACT**

The contract will be deemed as incomplete if any component of the item mentioned in scope of work and technical requirement as per **Annexure - H** of this tender or any documentation / media relating thereto is not delivered, or is delivered but not installed and /or not operational or not acceptable to the Indenter after acceptance testing / examination. In such an event, the supply and installation will be termed as incomplete and it will not be accepted and the warranty period will not commence. The Warranty period will commence only on acceptance (based on acceptance test) of equipment by the Indenter

## **16.ACCEPTANCE BY THE BANK**

The selected bidder in presence of the Bank's authorized officials will conduct acceptance test at the site. No additional charges shall be payable by the Bank for carrying out these acceptance tests.

## **17.ORDER CANCELLATION (TERMINATION)**

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

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

- 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 contract.

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

## **18. INDEMNITY**

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., 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,

- i. the Bank notify the vendor in writing immediately on becoming aware of such claim,

- ii. the Vendor has sole control of defence and all related settlement negotiations,
- iii. the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and
- 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.

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.

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 Laws / Governmental Requirements
- Negligence and misconduct of the Vendor, its employees, and agents
- Breach of any terms of RFP, Representation or Warranty
- Act or omission in performance of service.

Further,

- 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.
- 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
- 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 under the RFP.
- 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.

- 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.

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.

The vendor shall not indemnify the Bank for

- i. Any loss of profits, revenue, contracts, or anticipated savings or
- ii. 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.

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

The selected bidder is required to furnish a separate Deed of Indemnity (Format whereof to be supplied by the Bank) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement

## **19. PUBLICITY**

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

## **20. COMPLIANCE TO LABOUR ACT**

As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act. Towards this, Successful Bidder shall submit a confirmation as per format provided in Annexure-T of the RFP.

Successful Bidder shall be the principal employer of the technical resources, employees, agents, contractors, subcontractors etc. engaged by Successful Bidders and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract to be issued for this tender.

## **21.PRIVACY & SECURITY SAFEGUARDS**

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

## **22.TECHNICAL INSPECTION AND PERFORMANCE EVALUATION**

UCO Bank reserves its right to carry out a technical inspection and performance evaluation (bench-marking) of the offered item(s) before and after delivery of items during entire contract period. If any item is found to be non-compliant as per technical specification, it needs to be replaced within 15 days at no additional cost to the Bank.



## **23.DISPUTES RESOLUTION MECHANISM**

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

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between General Manager (DIT, BPR & BTD) of UCO BANK and the Authorized Official of the selected Bidder. The matter shall then be resolved between them and the agreed course of action shall be documented within a further period of 15 days.

In case the dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute/difference shall be submitted by either party for arbitration within 15 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 30 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with or arising out of the Contract/Service Level Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

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

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

- a) 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 equipments for pre-delivery Inspection;
  - Delay in delivery beyond the specified period;
  - Delay in completing installation / implementation of Network devices / checks beyond the specified periods;
  - Serious discrepancy in hardware noticed during the pre-dispatch factory inspection; and
  - 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.

- b) In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security/ Performance Bank Guarantee given by the Selected Bidder.
- c) The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favourable terms for Bank in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.
- d) The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.
- e) As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favourable terms in the industry, and secondly,
- f) The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.
- g) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- h) The Bank and the Selected Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.
- i) 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, maintenance.

## **25.TERMINATION**

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.

The Bank shall be entitled to terminate the agreement at any time by giving notice if:

- a) 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.

- b) 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.

## **26. TERMINATION FOR INSOLVENCY**

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

## **27. TERMINATION FOR DEFAULT**

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

## **28. CONSEQUENCES OF TERMINATION**

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

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

Nothing herein shall restrict the right of UCO BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Letter of

Indemnity and pursue such other rights and/or remedies that may be available to UCO BANK under law or otherwise.

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

## 29. VERIFICATION

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

## 30. PRE-SHIPMENT INSPECTION

UCO Bank, if deemed fit, will inspect any or all of the Computer items at vendor's manufacturing site before shipment to respective branches/office/locations of the Bank, to verify that the items shipped to UCO Bank are as per the technical specification specified in the Rate Contract.

## 31. DELIVERY AND INSTALLATION

- a) The Bank would like to have the following time schedule for completion of the activities from the date of placement of Purchase orders.

Delivery	a) <b>6 weeks</b> in North East States, Andaman & Nicobar Island and Lakshadweep Island. b) <b>4 weeks</b> in all other places.
Installation and operationalization	Within <b>1 week</b> of delivery (In case installation is held up for site non-readiness, a certificate from the competent authority at respective site(s) is to be furnished for obtaining payment.)

- b) 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.
- c) All the equipment supplied by the Bidder shall be legal and Bidder shall give indemnity to that effect.
- d) The equipments are considered accepted (Commissioned and Operationalized) after signing the Acceptance Test document jointly by the representatives from the Bank and the selected bidder. The component level checking for individual item (make & model as per bid document) may be included during the acceptance test. Upon satisfactory installation of the

equipment, vendor should obtain signed installation certificate from the Bank Official after making the stock entry at their end and specify the same in the installation certificate. The same shall be submitted by the vendor along with the bills for payment.

- e) The Bank reserves the right to shift the equipments to other locations in case of exigencies. In such cases the vendor has to arrange shifting of the equipments and install the same at the new location. In case of shifting of the hardware the vendor will arrange for shifting at mutually agreed shifting charges. Cost for obtaining necessary road permits and other related permits will be the responsibility of selected bidder.
- f) At the destination site, the cartons will be opened only in the presence of Bank Officials and Vendor's representative.
- g) Inventories at all their service locations shall be maintained by the vendor(s) for immediate replacement of Hardware items in case of faults / failures.
- h) A sticker mentioning the date of installation and the period of warranty along with the Name of the Vendor and the Service Support Call Centre Number must be pasted on each equipment. This is mandatory at the time of installation of the system, the compliance of which must be reported in the installation report.
- i) In case of a system failure (e.g. Hard Disk failure), vendor will ensure recovery of data from the Hard Disk and its restoration, while making the system operational at the site. However, vendor will not be liable to provide any guarantee for Data Integrity. User will be encouraged to take regular backup of his data.

### **32.SUPPORT**

The bidder has to provide good after-sales service/support i.e. timely attending of calls (within maximum resolution time, as specified in this RFP under warranty clause), received from the branches/offices where the hardware items have been supplied & installed. The desired support time should be uniformly maintained at all the sites. To meet up time the bidder has to maintain sufficient inventory of spare parts at all the support centers/our ZO locations to avoid unnecessary delay in obtaining the spare parts.

### **33.ANNUAL MAINTENANCE CONTRACT**

The Bidder is expected to provide AMC for all the hardware equipments supplied for two years after the expiry of warranty period. The AMC amount in Bill of material (BOM) has been taken for **2 years** on all hardware items to arrive at TCO. The AMC charges will be paid by respective ZOs/Admin offices quarterly in arrears as mentioned in the payment terms. The AMC charges should be between **5 to 8%** of the cost of hardware equipments.

In case the rate of AMC is not within the range of **5% to 8%**, Bank reserves the right to calculate the Maintenance charges at the rate of 5% of hardware equipments cost to arrive at the TCO in Commercial Bid.

### **34. PREVENTIVE MAINTENANCE**

During the warranty period as well as during the annual maintenance contract, the bidder, in addition to attending calls for repairs/maintenance, shall conduct preventive maintenance checks for the supplied hardware items once in every six months basis and no charges shall be payable for such maintenance, including parts replaced or requiring replacement.

### **35. AWARD CRITERIA**

The price of the items which are mentioned in Annexure – I will be evaluated based on value of the estimated quantity of purchases during the period. Individual unit item with 3 years' comprehensive onsite warranty would be the basis for evaluating the lowest Bidder(s) for each item type of the group. Evaluation will be done for each group and each type separately.

UPS system to be supplied in Group A and B will be awarded to "L1" and "L2" bidders as per criteria mentioned below. Whereas UPS system to be supplied in Group C to E will be awarded to L1 bidder only on the basis of TCO as offered during Reverse Auction.

After reverse auction, the Bidder, whose commercial offer has been determined as the lowest, will be named as 'L1' and the second lowest will be named as 'L2'. The 'L2' will be given a chance to match the price with 'L1' within 3 (three) days of communication. In case L2 agrees and matches the L1 price, both the selected bidder will be awarded with contract in the ratio of **60% and 40%** (on total requirement basis).

In case, L2 vendor is not agreeing to match the L1 price the next lowest will be given a chance to match the L1 price. This process will be continued till Bank gets the second vendor who agrees to match the prices of L1. In case, none of the above vendors is able to match the L1 price the whole quantity will be ordered to L1 only.

### 36. PENALTY CHARGES

- a) The selected bidder should provide onsite support at any location in India as per **Annexure – J** as and when required within maximum next 2 working days from the date of complaint lodged by Bank. In case of any non-compliance of above support, the vendor will become liable for penalty of 1% of affected equipment cost on per day basis and penalty amount will be accumulated and will be deducted either from AMC amounts of 4<sup>th</sup> and 5<sup>th</sup> years or the PBG submitted by the bidder.
- b) Notwithstanding anything contained above, no such penalty will be chargeable on the Vendor under the above clauses for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.
- c) The sum total of penalties will not exceed 10% of the TCO. Thereafter, the contract/purchase order may be cancelled and Performance Bank Guarantee may be revoked.
- d) The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- e) Bank may recover such amount of penalty from any payment being released to the vendor, irrespective of the fact whether such payment is relating to this contract or otherwise.
- f) If any act or failure by the bidder under the agreement results in failure or inoperability of resources and if the Bank has to take corrective actions to ensure functionality of the same, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- g) Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the resources provided by the Bidder.
- h) The Bank shall implement all penalty clauses after giving due notice to the bidder.
- i) If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

- j) As per Warranty Terms, all the items mentioned in Part - IV should be repaired within 48 hours. In case of vendor failing above standards, a standby arrangement should be provided till the machine is repaired (of equivalent or higher configuration). Down time will be calculated from the time of breakdown message (i.e. first call made or e-mail sent to service engineer / call center) till the system becomes functional or standby is provided. Public Holidays as declared at the respective centers are excluded for the above downtime calculation. The Vendor will provide onsite service of the equipment (except spares) once every 3 months during the warranty period.
- k) In case vendor fails to meet any of the above standards, there will be a penalty of Rs.100/- per day per UPS system. These penalty charges will be deducted from the Performance guarantee offered as security deposit or from the EMD or from any Bill payable to the vendor. The maximum penalty for downtime will be 10% of the equipment cost.

### **37. BILLING**

The billing shall include Unit Price and GST and other taxes, which will be paid locally by the respective Zonal Offices / Circle Offices / Department of Information Technology, Head Office for which the hardware is being purchased

### **38. OEM AUTHORIZATION**



In case the successful bidder is not ready to provide the support during the warranty/AMC period, support will be provided by OEM directly or their other authorized partners for the remaining period of warranty/AMC of the product without any additional cost to the Bank. An authorization letter from OEM regarding this must be attached with the technical bid.

### **39. UNDERTAKING TO USE NEW COMPONENTS**

Bidder should give an undertaking to the Bank that the equipments (including all components) delivered to the Bank are brand new. The bidder should also give an undertaking in writing that all the software supplied by the bidder is licensed free from any malicious software/malware and legally obtained. This undertaking to the Bank is to be signed by a Director or Head of marketing of the Company.

### **40. REPEATED FAILURE**

If, during the warranty period, any system as a whole or any subsystem has any failure on two or more occasions in a period of 3 months, it shall be replaced by equivalent new equipment by the Vendor at extra no cost to UCO Bank.

### **41. PATENT RIGHTS**

- a) The supplier shall indemnify the purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.
- b) The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- c) The supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible for, including all expenses of the court and legal fees.
- d) The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

#### **42. PERIOD OF VALIDITY OF BID**

Bid shall remain valid for 180 days from the date of opening of the technical bids submitted by the bidder. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period.

#### **43. PRICE**

- a) The Price Bid should be exclusive of GST and other applicable taxes and all taxes will be paid on actual during payment of bills.
- b) The bidder shall keep the price valid from first date of issue of purchase order to 31.03.2021. The Bank further 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.
- c) 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.

#### **44. FOR RECIPIENT ONLY**

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

#### **45. NORMALIZATION OF BIDS**

The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that shortlisted bidders are more or less on the same technical ground. After the normalization process, if Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically shortlisted bidders to re-submit the technical and commercial bids once again for scrutiny. The resubmission can be requested by the Bank in the following two manners:

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

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

#### **46. COSTS BORNE BY BIDDER**

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

#### **47. LIQUIDATED DAMAGES FOR DELAYED SUPPLY**

If the vendor fails to deliver contracted product(s), install/activate, and operationalize all of the equipments or fails to complete the work or does not perform the service(s) within the time schedule stipulated in the Contract/PO, the Bank, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 1 (one) percent of the undelivered/uninstalled portion of the order value excluding GST and other applicable taxes for each and every calendar week of delay, subject to a maximum limit of 10 percent of the undelivered portion of the order value excluding GST and other applicable taxes.

#### **48. CONFIDENTIALITY**

The selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest

of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.
- **Conflict of Interest:** The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- The successful Bidder is required to execute a *Non Disclosure Agreement* to the Bank as per Bank's format before or at the time of execution of the Master Contract.



#### 49. ARBITRATION

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

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

#### 50. 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, contract value 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.
- c. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

## **51. APPLICABLE LAW & JURISDICTION OF COURT**

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

## **52. NON-DISCLOSURE**

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

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

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

### **53. ISSUE OF CORRIGENDUM**

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



## **PART – VI**

### **REQUIREMENT OF ITEMS (ROI)**

#### **Estimated Quantity, Cost of RFP, EMD Amount of different Items (Group-wise)**

<b>Item Group</b>	<b>Particulars of the Items</b>	<b>Estimated Quantity</b>	<b>Cost of RFP (In Rs.) (<u>Tender Document Fee</u>)</b>	<b>EMD Amount (In Rs.)</b>
<b>A</b>	<b>UPS – 2 KVA / 1600W (4-hours backup on full load)</b>	100	3,000	1,00,000
<b>B</b>	<b>UPS – 3 KVA / 2400W (1-hour backup on full load)</b>	500	15,000	7,50,000
<b>C</b>	<b>UPS – 5 KVA / 4000W (1-hour backup on full load)</b>	30	3,000	1,00,000
<b>D</b>	<b>UPS – 10 KVA / 8000W (1-hour backup on full load)</b>	10	2,000	50,000
<b>E</b>	<b>UPS – 20 KVA / 16000W (1-hour backup on full load)</b>	10	2,000	50,000

**Note:** The above requirement is based on current assessment and may vary as per the Bank's actual requirements.

**Undertaking Letter to the Bank on the vendor's letterhead**

**The Deputy General Manager (DIT, BPR & BTB),  
UCO Bank,  
Department of Information Technology,  
Head Office – II,  
3 & 4 DD Block, Sector – 1,  
Salt Lake, Kolkata -700064**

Dear Sir,

**Sub: RFP for Supply, Installation and Maintenance of UPS Systems (Rate Contract)  
(RFP Ref. No DIT/BPR&BTB/OA/3061/2020-21 Date: 22/01/2021)**

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the Bid, we hereby enclose our offer for the Supply, Installation & Maintenance of UPS Systems under Rate Contract (Item: \_\_\_\_\_) as detailed in **Part - VI** of your above referred Bid.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred letter and enclosures and the product quoted is in conformity with that mentioned in the RFP.

We also understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

We enclose Pay Order / Demand Draft No. \_\_\_\_\_ for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) favoring UCO Bank issued by \_\_\_\_\_ Bank \_\_\_\_\_ Branch payable at Kolkata, towards Cost of Tender Document.

We enclose herewith the following:-

- i. UTR no. \_\_\_\_\_ of the tender cost (Rs. \_\_\_\_\_/-) submitted online during NEFT of the said amount along with the hard copy of the receipt generated should be submitted along with the bid documents.
- ii. Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) issued by \_\_\_\_\_ Bank \_\_\_\_\_ Branch favoring UCO Bank, towards Earnest Money Deposit.

We hereby accept all terms and conditions mentioned in the RFP unconditionally. Knowingly or unknowingly if we have mentioned any deviations/ conditions in the terms and conditions of the RFP in any part of the bid submitted by us may be ignored. We understand the bid submitted with conditions shall be treated as conditional bid and shall not consider for evaluation.

Yours faithfully,

Authorized Signatory  
(Name & Designation, seal of the firm)  
Date:



**EMD (EARNEST MONEY DEPOSIT) FORMAT**

**The Deputy General Manager (DIT, BPR & BTB),  
UCO Bank,  
Department of Information Technology,  
Head Office – II,  
3 & 4 DD Block, Sector – 1,  
Salt Lake, Kolkata – 700064.**

Dear Sir(s),

**Sub: RFP for Supply, Installation and Maintenance of UPS Systems (Rate Contract)  
(RFP Ref. No DIT/BPR&BTB/OA/3061/2020-21 Date: 22/01/2021)**

In response to your RFP For Supply, Installation & Maintenance of **UPS Systems (Rate Contract)** RFP REF NO: **DIT/BPR&BTB/OA/3061/2020-21 Date: 22/01/2021** (M/s\_\_\_\_\_ having their registered office at \_\_\_\_\_(hereinafter called the 'Vendor') wish to respond to the said Request for Proposal (RFP) for self and other associated vendors and submit the proposal for RFP for Supply, Installation & Maintenance of UPS Systems under Rate Contract. RFP REF NO: **DIT/BPR&BTB/OA/3061/2020-21 Date: 22/01/2021** and to provide related services as listed in the RFP document.

Whereas the 'Vendor' has submitted the proposal in response to RFP, we, the \_\_\_\_\_Bank having our head office \_\_\_\_\_hereby irrevocably guarantee an amount of Rs..... (Rupees ..... only) as bid security as required to be submitted by the 'Vendor' as a condition for participation in the said process of RFP.

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

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

We undertake to pay immediately on demand to UCO Bank the said amount of Rs.... (Rupees \_\_\_\_\_) without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by UCO Bank which shall be

conclusive and binding on us irrespective of any dispute or difference raised by the vendor.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed Rs\_\_\_\_\_ (Rupees \_\_\_\_\_ only).
2. This Bank guarantee will be valid upto \_\_\_\_\_; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before\_\_\_\_\_.

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



**PERFORMANCE BANK GUARANTEE FORMAT**

**Deputy General Manager (DIT, BPR & BTB),  
UCO Bank,  
Department of Information Technology,  
Head Office – II,  
3 & 4 DD Block, Sector -1  
Salt Lake, Kolkata – 700064.**

Dear Sir(s),

**Sub: RFP for Supply, Installation and Maintenance of UPS Systems (Rate Contract)  
(RFP Ref. No DIT/BPR&BTB/OA/3061/2020-21 Date: 22/01/2021)**

WHEREAS, The UCO Bank, having its Head Office at 10 B.T.M Sarani, Kolkata - 700001(hereinafter called the 'Bank') has invited Bids for the RFP For Supply, Installation & Maintenance of UPS Systems (Rate Contract). RFP REF NO: DIT/BPR&BTB/OA/3061/2020-21 Date: 22/01/2021 on the terms and conditions mentioned in the Bid document.

1. It is one of the terms of invitation of Bids that the Bidder shall furnish a Bank Guarantee as Performance Bank Guarantee of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

2. M/s \_\_\_\_\_, (hereinafter called as Vendor), who are our constituents intend to submit their Bid for the said work and have requested us to furnish guarantee to the 'Bank' in respect of the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

NOW THIS GUARANTEE WITNESSETH

1. We \_\_\_\_\_ (Bank) do hereby agree with and undertake to the UCO Bank, their Successors, Assigns that in the event of the UCO Bank coming to the conclusion that the Vendor have not performed their obligations under the said conditions of the Bid or have committed a breach thereof, which conclusion shall be binding on us as well as the said Vendor. We shall on demand by the UCO Bank, pay without demur to the UCO Bank, Rs \_\_\_\_\_ or any lower amount that may be demanded by the UCO Bank. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Vendor under the said Conditions, provided, however, that our liability against such sum shall not exceed Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs \_\_\_\_\_ as aforesaid shall be paid by us without any demur or protest,

merely on demand from the UCO Bank on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the UCO Bank shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Bank within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the UCO Bank under this guarantee shall be independent of the agreement or agreements or other understandings between UCO Bank and the Vendor. This guarantee shall not be revoked by us without prior consent in writing of the UCO Bank.

We hereby further agree that –

a) Any forbearance or commission on the part of the UCO Bank in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and / or hereunder or granting of any time or showing of any indulgence by the UCO Bank to the Vendor or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Vendors of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_).



b) Our liability under these presents shall not exceed the sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in Bidding for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to \_\_/\_\_/\_\_\_\_ (15 months from the date of signing of the SLA) provided that if so desired by UCO Bank, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under this will terminate unless these presents are renewed as provided hereinabove on the \_\_ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by UCO Bank alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of UCO Bank against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours' faithfully,

For and on behalf of

\_\_\_\_\_ Bank.

Authorised official.

**(NB: This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified).**



**MANUFACTURER AUTHORISATION FORM (MAF)**

**The Deputy General Manager (DIT, BPR & BTB),  
UCO Bank,  
Department of Information Technology,  
Head Office – II,  
3 & 4 DD Block, Sector -1  
Salt Lake, Kolkata – 700064.**

Dear Sir,

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

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

Yours Faithfully

Authorised Signatory

Name:

Phone No.:

Fax:

E-mail:

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

**Undertaking Letter to the Bank on the vendor's letterhead**

**The Deputy General Manager (DIT, BPR & BTB),  
UCO Bank,  
Department of Information Technology,  
Head Office – II,  
3 & 4 DD Block, Sector -1  
Salt Lake, Kolkata – 700064.**

Sir,

**Sub: RFP for Supply, Installation and Maintenance of UPS Systems (Rate Contract)  
RFP Ref. No DIT/BPR&BTB/OA/3061/2020-21 Date: 22/01/2021.**

We submit our Bid Document herewith. We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid from first date of issue of purchase order to 31.03.2022.

If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.



Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

**Undertaking Letter to the Bank on the vendor's letterhead**

**The Deputy General Manager (DIT, BPR & BTB),  
UCO Bank,  
Department of Information Technology,  
Head Office – II,  
3 & 4 DD Block, Sector -1  
Salt Lake, Kolkata – 700064.**

Sir,

**Sub: RFP for Supply, Installation and Maintenance of UPS Systems (Rate Contract)  
(RFP Ref. No DIT/BPR&BTB/OA/3061/2020-21 Date: 22/01/2021).**

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

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

Yours faithfully,

Authorized Signatory  
Designation  
Bidder's corporate name

**ELIGIBILITY CRITERIA COMPLIANCE**

SL No	Eligibility Criteria	Document to be submitted	Compliance Yes/No
1.	<p>Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956 or 2013 and amendments thereafter, if any for the last 3 years as on RFP issuance date.</p> <p>Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt of India.</p> <p>Company registered as MSME Entrepreneur &amp; still categorized as MSME as on RFP issuance date.</p> <p>The bidder should not be a subsidiary of a foreign company.</p>	<p>1. Certificate of Incorporation issued by Registrar of Companies along with</p> <p>2. Copies of Memorandum of Association</p> <p>3. Copies of Articles of Association</p> <p>4. Shareholding pattern</p> <p>PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.</p> <p>MSME Registration certificate issued by NSIC (if applicable).</p>	
2.	<p>The bidder should be an OEM or their authorized representative.</p>	<p>In case of OEM, self-declaration on company letter head and duly signed by authorised signatory to be submitted.</p> <p>In case of an authorized representative, a letter of authorization (MAF) from original manufacturer must be furnished in original duly signed &amp; stamped (As per <b>Annexure – D</b>).</p>	
3.	<p>The bidder should have posted net profit in the last three financial years, i.e. 2017-18 , 2018-19 &amp; 2019-</p>	<p>Certificate from Chartered Accountant Stating Net Worth, Turnover and</p>	

	20.	Profit/Loss for last 3 financial years. It should be in concurrence with the audited balance sheets.	
4.	The bidder should have positive <b>Net Worth</b> (capital + reserves – accumulated loss if any) in the last three Financial Year i.e. 2017-18 , 2018-19 & 2019-20.	And Audited Balance Sheets for last 3 years, i.e. 2017-18 , 2018-19 & 2019-20.	
5.	The bidder of each group should have a minimum yearly turnover of <b>Rs.15 crores</b> for last three financial year 2017-18 , 2018-19 & 2019-20.		
6.	The bidder should not have been debarred / blacklisted by any Bank/Central Govt. and any of the State Govt. Organizations in India for non-performance or any other reason as on date of submission of bids is not eligible to participate.	An undertaking to this effect in the company's letterhead signed by authorized signatory.	
7.	The bidder should have all India presence with Offices / Support Centers having at least two engineers in minimum 100 centers Centers where UCO Bank is having its Zonal Offices (List of Zonal offices is given in <b>Annexure - J</b> ) to support the branches under its command. In case the bidder is not having own office at the 100 locations as above and wishes to provide support services through partner/franchisee to those locations, a letter from the partner / franchisee should be enclosed stating that they will be providing support services to UCO Bank branches/ offices for purchase under this contract.	A letter of undertaking to be given by the bidder.  (Escalation matrix covering 100 centres of all the 42 Zones of the Bank to be provided in case of selection or at the time of evaluation)	

8.	The bidder should have executed orders for each group in last three financial years i.e. 2017-18 , 2018-19 & 2019-20, not less than as under:			Related Purchase Order copies to be submitted along with satisfactory working certificate issued by any Bank/Govt. Organization in last three years i.e. 2016-17, 2017-18 & 2018-19 to be submitted by the bidder.	
	Group	Minimum executed order			
		Total quantity of UPS Supplied	Out which order executed in Government sector		
	A	200	100		
	B	1000	500		
	C	60	30		
	D	20	10		
	E	20	10		
9	The bidder should ensure that there are no proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of business.			Declaration in the letterhead of the bidder's company to that effect should be submitted.	

**TECHNICAL SPECIFICATIONS**

**RFP for Supply, Installation and Maintenance of UPS Systems (Rate Contract)**  
**(RFP Ref. No DIT/BPR&BTD/OA/3061/2020-21 Date: 22/01/2021)**

**Group –A, B and C****Item: UPS (2 KVA, 3 KVA & 5 KVA)**

SI No	Parameter	Minimum Technical Specifications	Offered Specification	Compliance (Y / N)
1	The UPS System shall consist of the following	a) Converter / Rectifier		
		b) Battery Charger		
		c) Static Inverter		
		d) Static automatic by-pass switch		
2	The UPS should be generator compatible	a) Frequency Range 4555hz preferable		
		b) Generate rating should not exceed 1.5 times that of UPS rating		
3	The design of the UPS should be based on	Sine-weighted Pulse Width Modulation (SPWM) technology in true On-line configuration with double conversion using IGBTs in the rectifier and inverter with the total harmonic distortion less than 3% & less than 7% (Non-linear Load).		
	Provision for paralleling under n+1 configuration	Provision for paralleling under N+1 configuration is required for UPS of capacity 5KVA. Should optionally be available for UPS Systems with Power output of 1800 W & 2700W for 2KVA & 3KVA respectively.		
		There should be input to output galvanic isolation either through a two winding transformer at input of the UPS system.		
4	Input voltage should be	170 volts to 270 volts		

5	Input frequency should be	50 Hz +/- 10%		
6	Input Power Factor should be	0.8 to unity		
7	Output voltage should be	230 volts +/- 1%		
8	Output frequency should be	50 Hz +/-0.5%		
9	The load power factor range should be	0.8 lag to unity.		
10	Response time should not be (Preference will be given to those with response times of less than 5 milliseconds)	> 20 milliseconds.		
11	Overload capacity should be as follows :	150% for 30 seconds & 125% for 1 minute.		
		125% for 10 minutes		
12	The load crest factor should be	Full load up to 3:1 crest factor		
13	Inverter efficiency should be	>90%		
14	Overall efficiency of UPS should be	>85%		
15	Inverter	Inverter Should be of the fully static type using IGBT (Insulated Gate Bipolar transformer). The DC bus should be as follows: a) 2KVA with 4 hours backup –72V to 96V b) 3KVA with 1 hour backup – 72V to 96V c) 5KVA with 1 hour backup – 180V to 192V		
16	In the event of Inverter trouble or failure as described alongside, the UPS should automatically transfer to by-pass through Static	a) UPS overload b) Inverter trip due to i) Output overvoltage ii) DC bus over current iii) Over temperature/fan failure iv) Inverter Output failure.		

	Switch and the transfer should be bumpless			
17	Retransfer to Inverter	Should occur automatically when overload / cause of inverter trip is removed.		
18	There must be built-in limiting features to make the UPS short circuit proof.	There should be proper mechanism installed.		
19	Converter	a) Must be semi-Conductor Type protected with Snubber Circuit.		
		b) Rectifier should be Soft Start Type.		
		c) Battery Charger should be capable of handling full output power plus Battery charging current.		
		d) Current limiting for Battery charging should be provided.		
		e) Cold start facility required at full load on battery.		
		f) The charger should have the facility to charge the batteries within 8 - 10 hours from total discharge.		
20	The UPS shall have the following protection features, supervisory indications, controls and metering.	Protections against		
		1. Inverter under / over voltage		
		2. Output short-circuit		
		3. Battery over-charging		
		4. Battery low voltage/current		
		Controls		
		1. Inverter on / off switch		
		2. By-pass / Inverter		
		3. MCB for input on / off		
		4. MCB for by-pass.		
		Metering : Digital panel meter / LCD panel meter duly calibrated, upto 1.5% accuracy class to indicate		
		1. Input / output voltage		
		2. Input / Output A.C. current		

		3. Output frequency (digital)		
		4. D.C. Battery voltage / D.C.Charging / discharging current.		
20 a	The UPS system should have necessary hardware and software with standard feature of RS 232 port to work on UNIX / XP Prof / Vista / 2007/Windows 7 /windows 10 Operating systems or higher versions. There should be a facility to monitor and broadcast to all workstations, wherever necessary, the Conditions given alongside.	<p>A- Status</p> <p>1. Overload</p> <p>2. Load on UPS</p> <p>3. Load on mains</p> <p>4. Mains out of range</p>		
		B – Fault 1. Overload 2. Output Overvoltage 3. Over Temperature 4. Battery Load (BATTERY LOW)		
		C - Alarms 1. Battery under-Voltage 2. Battery Low 3. Load on bypass 4. Mains failure		
20 b	Remote monitoring	Should be done with Switching Network Monitoring Programme (SNMP). Optional for 2KVA and 3KVA.		
21	All the power cabling inside the unit and inter-connection of batteries, UPS etc.,	Should be done with cables of ISI make.		
22	Noise level should be	<55 db.		
23	Harmonic distortion	<3% (Linear Load) & <7% (Non-linear Load)		
24	UPS system	1. Circuit breaker of ISI standard and standard fire proof covers. 2. Quality Certification ISO 9001 - 2000. if 3. Production Environment Certification ISO 14001		

25	Batteries - Type of battery	i) Sealed Maintenance Free (SMF) batteries specifically Recommended for use with UPS system from leading brand. The battery is not required to supply any other load apart from the inverter. ii) There should be a single battery Bank. There should be no concept of paralleling of battery Bank. iii) With suitable rack to house batteries. iv) The battery should be a reputed brand having ISO9001:2008 & ISO 14001 Certified for quality & environment. In addition the battery should have any three of the following certifications: 1. JIS 2. UL 198E 3. CE mark 4. QS 9000-8230 5. ISO/TS-16949:2002 6. OHAS-18001														
25 a	Battery Backup Hour	<table><tr><td>Group</td><td>Backup Hour</td><td>Minimum VAH required</td></tr><tr><td>A</td><td>4</td><td>8500</td></tr><tr><td>B</td><td>1</td><td>4500</td></tr><tr><td>C</td><td>1</td><td>7500</td></tr></table>	Group	Backup Hour	Minimum VAH required	A	4	8500	B	1	4500	C	1	7500		
Group	Backup Hour	Minimum VAH required														
A	4	8500														
B	1	4500														
C	1	7500														
26	Acceptance Test: Testing of one of the UPS from the batch of supplies in the ratio of 1: 4 (minimum 1) should be carried out from any one of the testing centres of the Department of Electronics, Govt. of India or such other testing centres approved by Govt. of India with prior	1. Line regulation 2. Load regulation (at 1 PF and 0.8 PF) 3. Inverter efficiency 4. Overall efficiency of UPS 5. Transient response and recovery time 6. Protections 7. Overload tests 8. Total harmonic distortions 9. Load crest factor 10. Load Transfer Test														

	approval from the Appropriate Authority. In the event of purchase of a single UPS the same shall be subject to testing. The testing shall be conducted with reference to the specifications furnished by the suppliers.			
27	Operating Temperature	Range - 0 °C to 40 °C		
28	Warranty	3 Years Comprehensive on-site warranty on the UPS systems & batteries and thereafter 2 years' comprehensive AMC for UPS systems.		

**Note: Bidder should specify the actual specification offered by them merely writing Yes/No in the offered specification column will not be treated as compliance.**

**Group-D and E****Item: UPS (10 KVA & 20 KVA)**

<b>SL No</b>	<b>Parameter</b>	<b>Minimum Technical Specifications</b>	<b>Offered Specification</b>	<b>Compliance (Y / N)</b>
1	The UPS System shall consist of the following	a) Converter / Rectifier b) Battery Charger c) Static Inverter d) SCR based Static by-pass switch.		
2	Design of the UPS	The design of the UPS should be fully microprocessor based, DSP controlled, IGBT & digital technology based on sine-wave pulse width modulation (SPWM) design, true On-Line configuration, double conversion using IGBTs in the rectifier and inverter with provision for paralleling under n+1 configuration, total harmonic distortion less than 2% for linear load & less than 5% for non-linear load.		
3	The UPS System should be	a) Generator Compatible b) Generator Rating should not exceed 1.5 times of the UPS Rating c) should have input isolation transformer		
4	Input Range	a) Three phase Voltage : For three phase: 415 volts and 310V AC to 470V AC on full load.		
		b) There should be input to output galvanic isolation either through a two winding transformer or isolation transformer at input or output of the UPS system.		
4a	Input Frequency Range	45 Hz to 55 Hz		
4b	Input Current Harmonics	< 7%		

5	Nominal D.C. voltage :	a) For 9000 Watt / 10KVA UPS Systems and for 60 minute backup – (240V ~ 360V D.C) with VAH 18000 or more for individual UPS. b) For 18000 Watt / 20KVA UPS Systems and for 60 minute backup – (240V ~ 360V D.C) with VAH 36000 or more for individual UPS.		
6	Output Voltage	volts AC +/- 2% range		
7	Output frequency should be :	a) 50 Hz +/- 1% (synchronous to mains) b) 50 Hz +/- 0.05%(Free running) c) Crest factor 3 : 1		
8	The power factor	a) The input power factor : $\geq 0.9$ b) The load power factor : 0.9 lag to unity		
9	The load connected to the UPS shall have a power factor between	Unity to 0.90 lagging. The UPS shall be capable of delivering the rated KVA in the full range from unity PF to 0.90 lagging PF and shall be tested accordingly (example: a 10KVA UPS should be capable of delivering 9000 Watts).		
10	Total Harmonic Distortion	a) $<2\%$ for linear load b) $<5\%$ for non-linear load		
11	Wave form (output)	True sine wave		
12	Transient response and voltage recovery time for step load	For 100% step load (test at unity P.F. taking rated capacity KVA=KW) i.e., from full load to no load to full load, Dip $< 5\%$ Peak $<5\%$ with recovery time within 3 cycles to normal output voltage.		
13	Overload capacity should be as follows	110% for 10 minutes >125% for 10 seconds		
14	Efficiency	Converter : 97% Inverter : 93.6% Overall : 92% (at full load)		
15	Operating temperature	0 to 45 degree centigrade.		

16	Relative humidity	95% at 35 degree centigrade non-condensing.		
17	Noise level (at 1 meter from the UPS) : 1	<55 dBA @ 1meter		
18	Charger	Built in solid state float-cum-boost charger with automatic boost-trickle charge modes with current limiting features. The charger characteristics shall be such as to match the float / boost charging of the batteries as per battery characteristic for enhancing the life of the batteries (high frequency chargers preferred).		
19	Inverter	Should be of the fully static type using IGBT (Insulated Gate Bipolar transformer). The variability of DC bus should be as follows: a) 10KVA with 1 hour backup - (240V ~ 360V D.C) with VAH 18000 or more for individual UPS. b) 20KVA with 1 hour backup - 240V ~ 360V D.C) with VAH 36000 or more for individual UPS.		
20	The Battery Charger:	a) Must have transformer rectifier combination with protection against overcharges		
		b) Solid state switches must be used to control and shutoff		
		c) Should be large enough to handle the full output power demand and prevent the battery from discharging.		
21	Interface facility	The UPS system should have necessary hardware and software with standard feature of RS 232 port to work on UNIX/Windows XP/Vista/ win 7/ win 8 or higher operating systems. There should be a facility to monitor and broadcast to all workstations, wherever		

		necessary, conditions such as Power failure, Status, Fault, Alarms, etc.		
22	UPS working on batteries preferably to indicate	a) Present load in percentage b) Time up to which batteries can support with present load (dynamic battery back-up time) c) Warning well in advance of shut down of the system.		
23	Auto file closure	The software should be capable of automatically closing the files ("Auto file closure" feature) so that the data / program files on our computers are not lost / corrupted.		
24	In the event of Inverter trouble or failure as described alongside, the UPS should Automatically transfer to by-pass.	a) UPS overload b) Inverter trip due to i) Output over voltage ii) DC bus over current iii) Over temperature / fan failure iv) Inverter Output failure.		
25	Remote monitoring	Should be done with Switching Network Monitoring Programme (SNMP).		
26	Retransfer to Inverter should occur Automatically when overload /cause of inverter trip is removed.	There should be proper mechanism installed.		

27	The UPS shall have the following protection features, supervisory indications, controls and Metering.	A. Protections against 1. Inverter under / over voltage. 2. Output short-circuits. 3. Battery overcharging. 4. Battery low voltage/current. 5. There must be built-in limiting features to make the UPS short circuit proof. 6. Isolation - output shall be fully isolated from mains and surge / spike suppressors to be incorporated. 7. Current limiting protection (fuse less electronic) built in overload / short-circuits protection with snubber circuits for current limit. 8. Phase locking mechanism for UPS and mains frequency. 9. All other protection systems required for safety of UPS system, such as over temperature protection etc.		
		B. Controls 1. Inverter on / off switch 2. By-pass / Inverter 3. MCB for input on / off 4. MCB for by-pass. 5. LCD Display		
		C. Status 1. Overload 2. Load on UPS 3. Load on mains 4. Mains out of range		
		D. Fault 1. Overload 2. Output over voltage 3. Over temperature 4. Battery load		
		E. Alarms 1. Battery under-voltage 2. Battery low 3. Mains failure 4. Load on bypass 5. Overload		

		<p>F. Monitoring arrangement (Through SNMP)</p> <p>I) Output monitoring for</p> <p>a) Voltage</p> <p>b) Current</p> <p>c) Wave form with closed loop feedback and correction</p> <p>II) Static (auto) by-pass switch (Bi-directional with change-over time less than 10 milliseconds in free running mode and instantaneous in synchronous mode from inverter to by-pass and vice versa.)</p> <p>III) Manual by-pass switch : required</p>											
28	Battery set :	<p>a) Complete with self-standing cubicle with suitable rack to house batteries.</p>											
		<p>b) The battery Bank should have minimum 12 volt Sealed Maintenance Free (SMF) batteries. The VAH of the battery should be as under:</p> <table border="1"> <tr> <th>Group</th> <th>Backup Hour</th> <th>Minimum VAH required</th> </tr> <tr> <td>D</td> <td>1</td> <td>18000</td> </tr> <tr> <td>E</td> <td>1</td> <td>36000</td> </tr> </table> <p>There should be single battery Bank. There should be no concept of paralleling of battery Bank.</p>	Group	Backup Hour	Minimum VAH required	D	1	18000	E	1	36000		
		Group	Backup Hour	Minimum VAH required									
D	1	18000											
E	1	36000											
<p>c) The battery should be a reputed brand having ISO9001:2008 &amp; ISO 14001 certified for quality &amp; environment. In addition the battery should have any three of the following certification: 1. JIS</p> <p>2. UL 198E</p> <p>3. CE mark</p> <p>4. QS 9000-8230</p> <p>5. ISO/TS-16949:2002</p> <p>6. OHSAS-18001</p>													

		d) Battery detail literature to be forwarded. Back-up time shall be designed with battery drain of less than 75% or as per manufacturers' Recommendations for enhanced battery life.		
		e) Back up time : 60 Minutes		
29	Generator input	UPS system should have inherent capability of accepting input from generator set.		
30	Cold start facility	UPS system should have cold start facility.		
31	Power cabling	Inside the unit and inter-connection of batteries, UPS etc., should be done with cables of ISI make.		
32	UPS system should have	1. Circuit breaker of ISI standard and standard fire proof covers. 2. Quality Certification ISO 9001 & ISO 14001. 3. Safety Standards: IEC 60950, EN 50091-1-1, UL 1778.		
33	<b>Acceptance Test</b> Testing of UPS Should be carried out in the ratio of 1:15 where volume is >100; 1:10 where volume is 16-99 & 1:5 where volume is 5 -15 from any one of the testing centres of the Department of Electronics, Govt. of India, or such other testing centres approved by Govt. of India with prior approval from	1. No load voltage variation tests(volt meter with Varian for input variation)		
		2. Steady state regulation tests(volt meter with standard load)		
		3. Total harmonic distortion tests(distortion meter)		
		4. Overload tests(simulate)		
		5. Wave form tests on oscilloscope		
		a) No load		
		b) Resistive load		
		c) Inductive load		
		d) SMPS load		
		6. Inverter high low setting tests(simulate)		
		7. Short circuit protection / current limit(simulate)		
		8. Battery low alarm setting cut-off tests( test to be conducted		

	the Appropriate Authority. In the event of purchase of a single UPS the same shall be subject to testing. The testing shall be conducted with reference to the specifications	by simulation)		
		9. Efficiency tests(arrange load tests)		
		i) Overall efficiency		
		ii) Inverter efficiency		
34	Endurance test	System should be switched on with full load for 8 hours to demonstrate that it operates without any malfunctioning.		
35	Warranty	3 Years' Comprehensive On Site Warranty on the UPS System & Batteries followed by 2 years comprehensive AMC for UPS systems.		

**Note: Bidder should specify the actual specification offered by them merely writing Yes/No in the offered specification column will not be treated as compliance.**

**INDICATIVE COMMERCIAL FORMAT****Group: A    Item: UPS (2 KVA) (With Three Years Comprehensive On-site Warranty)**

SL No	Particulars of the Items	Make	Model	Unit Price (Excluding GST) with 3 years' comprehensive warranty (A)	AMC for 4 <sup>th</sup> year (Excluding GST) (B)	AMC for 5 <sup>th</sup> year (Excluding GST) (C)	Total Cost including three years warranty and two Years AMC (Excluding GST) (D=A+B+C)
1	UPS (2 KVA)						

**Note:**

- 1.
2. Unit Price & AMC quoted should be exclusive of GST and should be quoted in INR.
3. Each Items Total price will be compared to find out the lowest bidder.
4. Lowest Bidder (L1) will be determined on the sum of Unit Price, GST, AMC amounts for 4<sup>th</sup> & 5<sup>th</sup> years mentioned in Commercial bid.
5. The bidder should strictly quote for Unit Price with 3 years warranty in column A and AMC for 4<sup>th</sup> & 5<sup>th</sup> years in column B & C and respective.
6. The AMC cost should be only for UPS System. Battery will be excluded from AMC.
7. Any Taxes/GST will be paid by the paying authority in actual as per rate existing at the time of payment of bill.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated xx/01/2021 and subsequent pre-bid and amendments.

Company Seal

Date

Authorized Signatory

Name &amp; Designation:

**NOTE : Masked Indicative commercial format is to be submitted with Eligibility Bid document.**

### **INDICATIVE COMMERCIAL FORMAT**

**Group: B      Item: UPS (3 KVA) (With Three Years Comprehensive On-site Warranty)**

Sl No	Particulars of the Items	Make	Model	Unit Price (Excluding GST) with 3 years' comprehensive warranty (A)	AMC for 4 <sup>th</sup> year (Excluding GST) (B)	AMC for 5 <sup>th</sup> year (Excluding GST) (C)	Total Cost including three years warranty and two Years AMC (Excluding GST) (D=A+B+C)
1	UPS (3 KVA)						

**Note:**

1. Unit Price & AMC quoted should be exclusive of GST and should be quoted in INR.
2. Each Items Total price (Column G) will be compared to find out the lowest bidder.
3. Lowest Bidder (L1) will be determined on the sum of Unit Price, GST, AMC amounts for 4<sup>th</sup> & 5<sup>th</sup> years mentioned in column G.
4. The bidder should strictly quote for Unit Price with 3 years warranty in column A and AMC for 4<sup>th</sup> & 5<sup>th</sup> years in column B & C and respective.
5. The AMC cost should be only for UPS System. Battery will be excluded from AMC.
6. Any Taxes/GST will be paid by the paying authority in actual as per rate existing at the time of payment of bill.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated xx/01/2021 and subsequent pre-bid and amendments.

Company Seal  
Date

Authorized Signatory  
Name & Designation:

**NOTE : Masked Indicative commercial format is to be submitted with Eligibility Bid document.**

### **INDICATIVE COMMERCIAL FORMAT**

**Group: C    Item: UPS (5 KVA) (With Three Years Comprehensive On-site Warranty)**

SL No	Particulars of the Items	Make	Model	Unit Price (Excluding GST) with 3 years' comprehensive warranty (A)	AMC for 4 <sup>th</sup> year (Excluding GST) (B)	AMC for 5 <sup>th</sup> year (Excluding GST) (C)	Total Cost including three years warranty and two Years AMC (Excluding GST) (D=A+B+C)
1	UPS (5 KVA)						

**Note:**

1. Unit Price & AMC quoted should be exclusive of GST and should be quoted in INR.
2. Each Items Total price (Column G) will be compared to find out the lowest bidder.
3. Lowest Bidder (L1) will be determined on the sum of Unit Price, GST, AMC amounts for 4<sup>th</sup> & 5<sup>th</sup> years mentioned in column G.
4. The bidder should strictly quote for Unit Price with 3 years warranty in column A and AMC for 4<sup>th</sup> & 5<sup>th</sup> years in column B & C and respective.
5. The AMC cost should be only for UPS System. Battery will be excluded from AMC.
6. Any Taxes/GST will be paid by the paying authority in actual as per rate existing at the time of payment of bill.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated xx/01/2021 and subsequent pre-bid and amendments.

Company Seal  
Date

Authorized Signatory  
Name & Designation:

**NOTE : Masked Indicative commercial format is to be submitted with Eligibility Bid document.**

### INDICATIVE COMMERCIAL FORMAT

**Group: D    Item: UPS (10 KVA) (With Three Years Comprehensive On-site Warranty)**

SL No	Particulars of the Items	Make	Model	Unit Price (Excluding GST) with 3 years' comprehensive warranty (A)	AMC for 4 <sup>th</sup> year (Excluding GST) (B)	AMC for 5 <sup>th</sup> year (Excluding GST) (C)	Total Cost including three years warranty and two Years AMC (Excluding GST) (D=A+B+C)
1	UPS (10 KVA)						

**Note:**

1. Unit Price & AMC quoted should be exclusive of GST and should be quoted in INR.
2. Each Items Total price (Column G) will be compared to find out the lowest bidder.
3. Lowest Bidder (L1) will be determined on the sum of Unit Price, GST, AMC amounts for 4<sup>th</sup> & 5<sup>th</sup> years mentioned in column G.
4. The bidder should strictly quote for Unit Price with 3 years warranty in column A and AMC for 4<sup>th</sup> & 5<sup>th</sup> years in column B & C and respective.
5. The AMC cost should be only for UPS System. Battery will be excluded from AMC.
6. Any Taxes/GST will be paid by the paying authority in actual as per rate existing at the time of payment of bill.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated xx/01/2021 and subsequent pre-bid and amendments.

Company Seal

Date

Authorized Signatory

Name & Designation:

**NOTE : Masked Indicative commercial format is to be submitted with Eligibility Bid document.**

### INDICATIVE COMMERCIAL FORMAT

**Group: E      Item: UPS (20 KVA) (With Three Years Comprehensive On-site Warranty)**

SL No	Particulars of the Items	Make	Model	Unit Price (Excluding GST) with 3 years' comprehensive warranty (A)	AMC for 4 <sup>th</sup> year (Excluding GST) (B)	AMC for 5 <sup>th</sup> year (Excluding GST) (C)	Total Cost including three years warranty and two Years AMC (Excluding GST) (D=A+B+C)
1	UPS (20 KVA)						

**Note:**

1. Unit Price & AMC quoted should be exclusive of GST and should be quoted in INR.
2. Each Items Total price (Column G) will be compared to find out the lowest bidder.
3. Lowest Bidder (L1) will be determined on the sum of Unit Price, GST, AMC amounts for 4<sup>th</sup> & 5<sup>th</sup> years mentioned in column G.
4. The bidder should strictly quote for Unit Price with 3 years warranty in column A and AMC for 4<sup>th</sup> & 5<sup>th</sup> years in column B & C and respective.
5. The AMC cost should be only for UPS System. Battery will be excluded from AMC.
6. Any Taxes/GST will be paid by the paying authority in actual as per rate existing at the time of payment of bill.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated xx/01/2021 and subsequent pre-bid and amendments.

Company Seal  
Date

Authorized Signatory  
Name & Designation:

**NOTE : Masked Indicative commercial format is to be submitted with Eligibility Bid document.**

**RFP for Supply, Installation and Maintenance of UPS Systems (Rate Contract)**  
**(RFP Ref. No DIT/BPR&BTD/OA/3061/2020-21 Date: 22/01/2021)**

Maintenance and Service support at each locations / Offices					
Sl no.	Zonal Office	Owned / Franchise	Phone / Mobile / Fax No and E-mail with communication address	No of Technical staff with Name	Status of Office Working Days & hours
1	Agartala				
2	Ahmedabad				
3	Ajmer				
4	Bangalore				
5	Balasore				
6	Begusarai				
7	Bhagalpur				
8	Bhopal				
9	Bhubaneswar				
10	Burdwan				
11	Chandigarh				
12	Chennai				
13	Coimbatore				
14	Dehradun				
15	Dharamshala				
16	Ernakulam				
17	Guwahati				
18	Haryana				
19	Hoogly				
20	Hyderabad				
21	Indore				
22	Jaipur				
23	Jalandhar				
24	Jodhpur				
25	Jorhat				
26	Kolkata				
27	Kanpur				
28	Lucknow				
29	Meerut				
30	Mumbai				

31	Nagpur				
32	New Delhi				
33	Patna				
34	Pune				
35	Raipur				
36	Ranchi				
37	Salt Lake				
38	Sambalpur				
39	Shimla				
40	Surat				
41	Suri				
42	Varanasi				



Compliance Chart

**RFP for Supply, Installation and Maintenance of UPS Systems (Rate Contract)**  
**(RFP Ref. No DIT/BPR&BTD/OA/3061/2020-21 Date: 22/01/2021)**

Sl. No.	Particulars	Compliance Status (Yes / No)
1.	Are Technical & Indicative commercial bid submitted under separate sealed envelopes?	
2.	Is the Technical bid made in conformity with technical requirements as per <b>Annexure H</b> ?	
3.	Is the Indicative commercial bid made in conformity with Indicative commercial bill of Materials as per <b>Annexure – S</b> ?	
4.	Whether Bill of Material & <b>indicative commercial format with masking of price</b> is submitted in Technical offer document?	
5.	Whether Model No. & Bill of Material is mentioned in Indicative commercial Bid document?	
6.	Are the Technical & Indicative commercial Bids organized properly?	
7.	Are all the pages numbered properly and signed and stamped.	
8.	Is EMD submitted?	
9.	Is EMD & NEFT Receipt for Cost of RFP submitted in a separate sealed envelope?	
10.	Duly signed <b>Annexures –A,B,C,D,E,F,G,H,I,J,K,L,M, N,O,P,Q,R,S,T,U,V,W,X,Y</b> are enclosed	
11.	Is the softcopies of the response of Technical Indicative commercial RFP submitted in separate CDs?	
12.	Are document in support of all eligibility criteria submitted?	

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

Place :

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

Date :

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

**NON-DISCLOSURE AGREEMENT**

**(To be stamped in accordance with the stamp act)**

This Non-Disclosure Agreement is entered into on this ....day of ....., 2021

**BETWEEN**

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

**AND**

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

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



**WHEREAS** the Vendor/Receiving Party is *inter alia* engaged for Supply, Installation & Maintenance of UPS Systems (Rate Contract) as per the terms and conditions specified in the RFP Ref. No **DIT/BPR&BTD/OA/3061/2020-21 Date: 22/01/2021**. The Vendor/Receiving Party would be the single point of contact for this project.

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

**WHEREAS** the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for Supply, Installation & Maintenance of UPS Systems under Rate Contract to the Bank.

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

**WHEREAS** in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a

novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**7. No License Granted:** Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this

Agreement. No disclosure of any Confidential Information hereunder shall be construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

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

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

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

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

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

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

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

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

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

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

## **12. General Provisions**

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

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

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

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

**(e) Entire Agreement:** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

**(f) Jurisdiction of Court:** All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts of Kolkata only.

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

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

**For and on behalf of**

.....

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

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

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

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



**For and on behalf of**

.....

**(The selected bidder)**

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

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

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

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

**PRE CONTRACT INTEGRITY PACT****(To be stamped as per the Stamp Law of the Respective State)**

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to procure (RFP For Supply, Installation & Maintenance of UPS Systems under Rate Contract) hereinafter referred to as Stores and / or Services.

And

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

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

**3. Preamble**

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

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (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**

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

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

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



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

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

- (i)** The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- (ii)** The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii)** The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time.

Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

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

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

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

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

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in

part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

## **6. Previous Transgression**

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

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



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

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

## **8. Sanctions for Violation**

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

- (i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
- (ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
- (iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any.

Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.

- (iv) To encash 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.

## **9. Compensation for Damages**

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

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

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

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

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

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

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

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

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

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

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

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

## **12. Other Legal Actions**

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

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

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

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

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

## **14 Other Provisions**

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

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

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

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

15. 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.

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

17. The Parties here by sign this Integrity Pact.

**BUYER**

**Signature:**

**Authorized Signatory**

**Department of IT**

**Place:**

**Date:**

**Witness:**

**(Name & Address)**

**BIDDER /SELLER**

**Signature:**

**Authorized Signatory (\*)**

**Witness:**

**(Name & Address)**



**Undertaking for Non-Blacklisting / Non-Debarment of the bidder**

To,

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

Dear Sir(s),

**Sub: RFP for Supply, Installation and Maintenance of UPS Systems (Rate Contract)  
(RFP Ref. No DIT/BPR&BTD/OA/3061/2020-21 Date: 22/01/2021)**

We, M/s \_\_\_\_\_, the undersigned, hereby confirm that we have read and understood the eligibility criteria and fulfill the same.

- a) We further confirm that all the information as per requirement of the Bank have been included in our bid.
- b) Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- c) We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- d) We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.

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

(1)

(2)

**(Signature and the capacity of the person duly authorized to sign the bid  
For and on behalf of)**

**Undertaking to abide by all By-Laws / Rules / Regulations**

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

**The Deputy General Manager (DIT, BPR & BTD)**

**UCO Bank, Head Office**

**Department of Information Technology**

**5<sup>th</sup> Floor, 3&4, DD Block, Sector-I**

**Salt Lake, Kolkata -700064**

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

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



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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Place:

**For M/s. ....**

.....

**[Seal and Signature(s) of the Authorised Signatory (s)]**

**DEED OF INDEMNITY**

**(To be executed on non-judicial stamp paper of requisite value)**

THIS DEED OF INDEMNITY made on this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**BETWEEN**

**M/s <Vendor>**, a company incorporated under the provisions of the Companies Act,..... having its Registered Office at ..... represented by the Authorized Signatory, Mr./Mrs. ....(Designation) (hereinafter referred to as '**Indemnifier**' which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its administrators, successors and assigns) of the **ONE PART;**

**AND**

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

**WHEREAS** Bank had, vide its RFP No. **DIT/BPR&BTD/OA/3061/2020-21** **Date: 22/01/2021** invited bids from the eligible Bidders for selection of Vendor having proven past experience and competence in the field of Supply, Installation & Maintenance of UPS Systems on Rate Contract basis in the Bank to be used by its Branches / Offices across the country.

**AND WHEREAS** the Indemnifier has:

- A. offered to provide the services to the Bank in terms of the above mentioned RFP and subsequent amendments /corrigendums/ clarifications etc.;
- B. represented and warranted that it has all permissions, consents, approvals and license from all authorities, both regulatory / statutory and non-regulatory, for providing the services to the Bank in terms of the above mentioned RFP and subsequent amendments /corrigendums/ clarifications etc.;

- C. represented and warranted that the Services to be provided to Bank will not violate any provisions of the applicable laws, regulations or guidelines including laws relating to Intellectual Property Rights, legal & environmental and in case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will be got remedied immediately during the tenure of contract to the satisfaction of Bank;
- D. represented that the Vendor has adequate resources and sufficient knowledge, expertise and competency in the field for Supply, Installation & Maintenance of UPS Systems on Rate Contract as per the scope mentioned in the RFP document(s) and legally competent to enter into Contract with the Bank;

**WHEREAS** the Bank, relying and based on the aforesaid representations and warranties of the Indemnifier, has agreed to avail the Services from the Indemnifier on the terms and conditions more particularly described in the Master Contract dated .....;

**WHEREAS** one of the conditions of the said Master Contract dated..... is that the Indemnifier is required to furnish an indemnity in favour of the BANK indemnifying the latter against all claims, losses, costs, actions, suits, damages etc. arising due to or on account of indemnifier's breach of any of the terms and conditions of the Master Contract dated ..... or violation of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to the BANK as also Indemnifier's misconduct, omission and negligence.

In pursuance thereof, the Indemnifier has agreed to furnish an indemnity in the form and manner and to the satisfaction of the BANK as hereinafter appearing;

**NOW THIS DEED WITNESSETH AS UNDER: -**

In consideration of Bank having agreed to award the Contract to the Indemnifier, the Indemnifier hereby unconditionally, absolutely and irrevocably agrees and undertakes that: -

1. the Indemnifier shall, at all times hereinafter, save and keep the Bank including its respective directors, officers, employees, agents and representatives harmless and indemnified, from and against any claim, costs, charges, damages, demand ,losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said Contract and any loss or damage caused from and against all suits and other actions that may be instituted, taken or preferred against Bank by whomsoever and all losses, damages, costs, charges and expenses etc. that the Bank may

incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws including those relating to intellectual property rights, rules ,regulations, guidelines and also from the environmental damages, if any, which may occur or result during the contract period.

2. The Indemnifier further agrees and undertakes that the Indemnifier shall, ensure that all the permissions, authorizations, consents and licenses are obtained and renewed from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, rules, regulations, guidelines, orders framed or issued by the appropriate authorities.
3. The Indemnifier further agrees to provide complete documentation of all sub-systems, operating systems, systems software, utility software and other software, hardware or other components in the nature of accessories or otherwise they are having or procured from third parties. The Indemnifier shall also provide licensed software for all software services, whether developed by it or acquired from others for performing the obligations under the Contract. The Indemnifier hereby indemnifies and keeps indemnified the Bank including its respective directors, officers, employees, agents and representatives against any levies /penalties / claims / demands litigations, suits, actions, judgments, and or otherwise on account of any default and or breach and or otherwise in this regard.
4. If any additional approval, consent or permission is required by the Indemnifier to execute and perform the Contract during the currency of the Contract, the Indemnifier shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
5. The obligations of the Indemnifier herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Contract or other agreement, or the insolvency, Bankruptcy, reorganization, dissolution, liquidation or change in ownership of the Bank or Indemnifier or any other circumstances whatsoever which might otherwise constitute a discharge or defence of an indemnifier.
6. The obligations of the Indemnifier under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release the Indemnifier from any of the indemnified obligations under this indemnity or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it or to the Bank).

7. This indemnity shall survive notwithstanding expiry or termination (for any reason(s) whatsoever) of the contract.
8. Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address as stated in the Contract and/or as stated above.
9. This indemnity and other non-contractual obligations arising out of this indemnity shall be governed by and construed in accordance with the laws of India. The Indemnifier irrevocably and unconditionally agrees that any legal action, suit or proceedings arising out of or relating to this indemnity shall be brought in the Courts/Tribunals at Kolkata. Final judgment against the Indemnifier in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by way of suit on the judgment/decreed, a certified copy of which shall be conclusive evidence of the judgment/decreed, or in any other manner provided by law. By the execution of this indemnity, the Indemnifier irrevocably submits to the exclusive jurisdiction of Court(s)/Tribunal(s) at Kolkata in any such action, suit or proceeding.
10. The Bank may assign or transfer all or any part of its interest herein to any other person. The Indemnifier shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of the Bank.



**IN WITNESS WHEREOF** the parties herein have set their hands unto these presents on the day, month and year above written

**Witnesses:**

.....

**(Signature & Seal of the authorised signatory Indemnifier)**

.....

**(Signature & Seal of the authorized signatory of the Bank)**

**Undertaking Letter to the Bank on the vendor's letterhead**

**(Signed by the officials not lower than the company secretary of the system OEM)**

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

Sir,

**Sub: RFP for Supply, Installation and Maintenance of UPS Systems (Rate Contract)  
(RFP Ref. No DIT/BPR&BTD/OA/3061/2020-21 Date: 22/01/2021)**

We do hereby undertake that all the components / parts / assembly used in the proposed hardware along with the delivered items are original / new components / parts / assembly and that no refurbished / duplicate / second hand components have been used or would be used.

Yours faithfully,



Authorized Signatory  
(Name & Designation, seal of the firm)  
Date:

**Undertaking Letter to the Bank on the vendor's letterhead**

(Signed by the officials not lower than the company secretary of the system OEM)

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

Sir,

**Sub: RFP for Supply, Installation and Maintenance of UPS Systems (Rate Contract)  
(RFP Ref. No DIT/BPR&BTB/OA/3061/2020-21 Date: 22/01/2021)**

We do hereby provide a list of items / spare parts / optional items that are not covered under warranty along with the best possible prices (in INR) respectively.

SL No	Description of Spare part / Optional item (not covered under warranty)	Unit Price (A)	GST Amount with % (B)	Total Price (including GST) (C = A + B)

Yours faithfully,

Authorized Signatory  
(Name & Designation, seal of the firm)  
Date:

**PRE-BID QUERY FORMAT**

Bidders have to provide their queries on eligibility criteria, scope of work, terms & conditions etc. in word format as mentioned below. Bidders are requested to categorize their queries under appropriate headings. Bidders are requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below (all the pre bid queries will be entertained in this Microsoft word format by e-mail).

Name of bidder company:

Authorised Person Name:

Contact number:

e-mail ID:

Sl. No.	RFP Page No.	Clause No.	Original RFP Clause	Subject/Description	Query sought/ Suggestions

Place:

Date:

Name & Designation:

Business Address:

Email Address:

Mobile Number

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

**Deputy General Manager (DIT, BPR & BTD)**

**UCO Bank, Head Office**

**Department of Information Technology**

**5<sup>th</sup> Floor, 3&4, DD Block, Sector-I**

**Salt Lake, Kolkata -700064**

Sir,

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

**Ref: RFP for Supply, Installation and Maintenance of UPS Systems (Rate Contract)  
(RFP Ref. No DIT/BPR&BTD/OA/3061/2020-21 Date: 22/01/2021)**

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

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

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

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

Yours faithfully,

Authorised Signatory

Designation

Bidder's corporate name

Place:

**BUSINESS RULES FOR REVERSE AUCTION**

**Ref: RFP for Supply, Installation and Maintenance of UPS Systems (Rate Contract)  
(RFP Ref. No DIT/BPR&BTD/OA/3061/2020-21 Date: 22/01/2021)**

**Reverse Auction through E-Procurement**

The detailed procedure for Reverse Auction to be followed in the RFP For Supply, Installation & Maintenance of UPS Systems under Rate Contract. RFP REF NO: DIT/BPR&BTD/OA/3061/2020-21 Date: 22/01/2021.

The response to the present tender will be submitted by way of submitting the Technical offer & Indicative Commercial offers separately through online. The technical details with the relevant information /documents/acceptance of all terms and conditions strictly as described in this tender document will have to be submitted by the Bidders. The Indicative commercial bids submitted by the Bidders who are short listed in the technical bid evaluation process will be opened and those Bidders will be invited to participate in the online Reverse Auction to be conducted by the company selected by the Bank. Bidders who are short listed from Technical evaluation will be trained by the Reverse Auction Company for this purpose, and they will have to abide by the rules framed by the Bank in consultation with Reverse Auction Service provider. The e-business rules are furnished hereunder in this document.

Further, please note that the Bidder(s) who do not qualify in the technical bid processes will not be considered for participation in Reverse Auction. For participating in reverse auction digital signature is a pre-requisite.

**BUSINESS RULES FOR REVERSE AUCTION****1. APPLICABILITY**

1.1. Reverse Auctions are carried out under the framework of rules that are called Business Rules.

1.2. All bidders participating in Reverse Auction shall understand/accept and give an undertaking for compliance with the same to the Bank in the prescribed format Exhibit-A.

1.3. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

**2. ELIGIBILITY:**

2.1. Only bidders who are technically qualified and who submit the prescribed undertaking to the Bank alone can participate in Reverse Auction relevant to the procurement for which RFP is floated.

### **3. COMPLIANCE/CONFIRMATION FROM BIDDERS:**

3.1. The bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP.

3.1.1. Acceptance of Business Rules for Reverse Auction and undertaking as per format in Annexure-W.

3.1.2. Agreement between service provider and bidder. (This format will be given by the service provider prior to announcement of Reverse Auction.)

3.1.3. Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Annexure- X.

3.1.4 Undertaking of Process Compliance Statement for Reverse Auction as per format prescribed in Annexure-Y.

### **4. TRAINING**

4.1. The Bank will facilitate training for participation in Reverse Auction either on its own or through the service provider for the Reverse Auction.

4.2. Where necessary, the Bank/service provider may also conduct a 'mock reverse auction' to familiarize the bidders with Reverse Auction process.

4.3. Any bidder/bidder not participating in training and/or „mock reverse auction“ shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.

### **5. TOTAL COST OF OWNERSHIP (TCO)**

5.1. TCO refers to the aggregate amount payable by the Bank for availing the services.

5.2. TCO shall encompass but not be limited to the following:

5.2.1 Cost of services.

5.2.2 Training costs for the product/service/equipment if and as defined in RFP.

5.3. TCO, however, shall not include variables of GST. These shall be paid as per actual and on production of receipts. However, no penalties respecting GST shall be paid by the Bank and the bidder shall bear such expenses.

### **6. DATE/TIME FOR TRAINING**

6.1. The Venue, Date, Time etc. for training in Reverse Auction shall be advised at the appropriate time.

6.2. The Bank shall Endeavour to fix such Date/Time at mutual convenience to the bidder/s, service provider and the Bank.

6.3. No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.

## **7. DATE/TIME OF REVERSE AUCTION**

7.1. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction' Time shall be communicated at least 7 working Days prior to such auction Date.

7.2. Any force majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such "Reverse Auction".

## **8. CONDUCT OF REVERSE AUCTION**

8.1. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.



8.2. The Reverse Auction may be conducted by the Bank itself or through a service provider specifically identified/appointed/empaneled by the Bank.

## **9. SERVICE PROVIDER'S ROLE & RESPONSIBILITIES**

9.1. In all Reverse Auctions conducted by the Bank through a Service Provider, the Bank shall enter into a separate agreement clearly detailing the role and responsibilities of the service provider hosting the web portal for the Reverse Auction.

9.2. For creating necessary obligations and rights, the service provider will also enter into an agreement with each bidder as per a format designed by him for this purpose. The Bank shall resolve any points/issues concerning such agreement of bidder and service provider.

9.3. While a Service Level Agreement (SLA) by the Bank with the service provider is an arrangement for smooth and fair conduct of the Reverse Auction, the Bank shall be directly responsible to bidders for fair and transparent conduct of Reverse Auction.

9.4. The service provider at the end of each Reverse Auction shall provide the Bank with all details of the bids and reports of reverse auction.

9.5. The service provider shall also archive the data pertaining to the Reverse Auction for a minimum period of 3 years.

## **10. TRAINING AND AUCTION**

10.1. Service provider / auctioneer are responsible for conduct of adequate training to all technically qualified bidders representing the reverse auction and bidding process.

10.2. Each bidder / bidder shall participate in the training at his / their own cost.

10.3. Wherever it is considered necessary and asked by the bidders or as decided by the auctioneer or by Bank a mock auction may also be conducted for the benefit of all concerned.

10.4. Authorized representatives of the bidders named in the authorization letter given by the bidder (Exhibit-B) shall be given unique user name, password by the service provider / auctioneer.

10.5. Each bidder shall change the password and edit the information in the registration page after receipt of initial password.

10.6. All the bids made from the login ID given to bidder shall ipso-facto be considered bid made by the bidder / bidder to whom login ID and password were assigned by the service provider / auctioneer.

10.7. Any bid once made through registered login ID / password by the bidder / bidder cannot be cancelled. The bidder, in other words, is bound to sell the "Offering" as per the RFP at the bid price of TCO.

10.8. Every successive bid by the bidder / bidder being decremented bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.

10.9. The Bank shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different bidders. In other words, there shall never be a "Tie" in bids.

## **11. PROXY BID**

11.1. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is decrementally reached by other bidders.

11.2. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.

11.3. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.

11.4. During training, the issue of proxy bidding will be clarified in detail by the service provider.

## **12. TRANSPARENCY IN BIDS**

12.1. All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

### **13. MASKING OF NAMES**

13.1. Names of bidders/ bidders shall be anonymously masked in the Reverse Auction process and bidders will be given suitable dummy names.

13.2. After completion of Reverse Auction, the service provider / auctioneer shall submit a report to the Bank with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

### **14. START PRICE**

14.1. Bank shall determine the start price either on its own or through asking for information of price band on TCO from each bidder at appropriate time during or at the conclusion of technical evaluation. Based on the price band so informed by bidders, Bank would determine the start price for reverse auction.

### **15. DECREMENTAL BID VALUE**

15.1. The bidders shall be able to bid only at a specified decrement value and not at any other fractions.

15.2. The bid decrement value shall be rounded off to the nearest thousands of rupees.

15.3. For the sake of convenience of bidders, the web portal shall display the next possible decremented value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level.)

### **16. COPY OF BUSINESS RULES**

16.1. The Bank shall supply copy of the Business rules to any bidders / bidders, wishing to participate in the reverse auction. Such request shall be made in writing to the Bank by an authorized representative of the bidder.

16.2. The Bank shall also handover a copy of the Business Rules with a covering letter duly signed by an authorized signatory of the Bank.

16.3. For any dispute concerning the Business Rules, the hard copy of Business Rules supplied by the Bank for the reference of reverse auction process will alone be considered final and bidding.

### **17. REVERSE AUCTION PROCESS**

17.1. In order to reduce the time involved in the procurement process, Bank shall be entitled to complete the entire procurement process through a single Reverse Auction. For this purpose, Bank shall do all it can to award the contract to L1 bidder or in the circumstances where awarding of contract may have to be done to the L2, L3 bidder as provided for in the RFP.

17.2. The Bank shall however, be entitled to cancel the procurement of Reverse Auction , if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

17.3. The successful bidder shall be obliged to provide a Bill of Material at the last bid price at the close of auction.

## **18. EXPENDITURE ON REVERSE AUCTION**

18.1. All expenses of reverse auction shall be borne by the Bank.

18.2. Bidders, however, shall attend the training or mock auction at their own cost.

## **19. CHANGES IN BUSINESS RULES**

19.1. Any change in Business Rules as may become emergent and based on the experience gained shall be made only by a Committee of senior / top executives of the Bank.

19.2. Any / all changes made in Business Rules shall be uploaded in the Website immediately.

19.3. If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each bidder/ bidder and his concurrence to / acceptance of the change shall be obtained in writing by the Bank.

## **20. DON'TS APPLICABLE TO THE BIDDER/BIDDER**

20.1. No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidder / bidders concerned from the reverse auction process.

20.2. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.

20.3. Neither Bank nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc.

(Bank shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

## **21. GRIEVANCES REDRESSAL**

21.1. Any aggrieved bidder / bidder through Reverse Auction process can make complaint in writing within 48 hours of the Reverse Auction to the Chief Compliance Officer of the Bank.

21.2. The Chief Compliance Officer along with the Chief Law Officer of the Bank and Chief of Audit Dept. shall give personal hearing to the aggrieved bidder / bidder and decide upon the complaint / grievance.

21.3. Decision of the Grievance Redressal Committee shall be binding on the Bank as well as on all bidders participating in the Reverse Auction.

## **22. ERRORS AND OMISSIONS**

22.1. On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the Bank shall be final and binding on all concerned.



Place:

Date:

Signature:


Name & Designation:

Business Address:

**Compliance Statement - Reverse Auction**  
**( To be submitted by all the bidders participating in Reverse Auction )**

**The Deputy General Manager (DIT, BPR & BTB),  
UCO Bank,  
Department of Information Technology,  
Head Office – II,  
3 & 4 DD Block, Sector -1  
Salt Lake, Kolkata – 700064.**

**Ref: RFP for Supply, Installation and Maintenance of UPS Systems (Rate Contract)  
(RFP Ref. No DIT/BPR&BTB/OA/3061/2020-21 Date: 22/01/2021)**

- a) We \_\_\_\_\_ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP For Supply, Installation & Maintenance of UPS Systems under Rate Contract. RFP REF NO: DIT/BPR&BTB/OA/xxxx/2020-21 dated xx/01/2021
- b) We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
- c) We hereby undertake and agree to abide by all the terms and conditions stipulated by UCO Bank in the RFP document including all annexure and the Business Rules for Reverse Auction. 
- d) We shall participate in the on-line auction conducted by (Auction Company) selected by UCO Bank and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auction company.
- e) We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the Bank may debar us from participating in future tenders.
- f) We confirm having nominated Mr \_\_\_\_\_, designated as \_\_\_\_\_ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in Reverse Auction.
- g) We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 24 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Verified above signature

Competent Authority Signature: \_\_\_\_\_

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



**Letter of Authority for Participation in Reverse Auction**

**Ref: RFP for Supply, Installation and Maintenance of UPS Systems (Rate Contract)  
(RFP Ref. No DIT/BPR&BTD/OA/3061/2020-21 Date: 22/01/2021)**

- a) We \_\_\_\_\_ (name of the company) have submitted our bid for participating in Bank's RFP dated 22/01/2021 for Supply, Installation & Maintenance of UPS Systems under Rate Contract.
- b) We also confirm having read and understood the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
- c) As per the terms of RFP and Business rules, we nominate Mr \_\_\_\_\_, designated as \_\_\_\_\_ of our company to participate in the Reverse Auction.
- d) We accordingly authorize Bank and / or the Auction Company to issue user ID and password to the above named official of the company.
- e) Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.
- f) We, hereby confirm that we will honour the Bids placed by Mr \_\_\_\_\_ on behalf Of the company in the auction process, failing which we will forfeit the EMD. We agree and understand that the Bank may debar us from participating in future tenders for any such failure on our part.

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Verified above signature

Competent Authority Signature: \_\_\_\_\_

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

**Undertaking of Process Compliance Statement for Reverse Auction**

**(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)**

**The Deputy General Manager (DIT, BPR & BTB),  
UCO Bank,  
Department of Information Technology,  
Head Office – II,  
3 & 4 DD Block, Sector -1  
Salt Lake, Kolkata – 700064.**

Sir,

**Ref: RFP for Supply, Installation and Maintenance of UPS Systems (Rate Contract)  
(RFP Ref. No DIT/BPR&BTB/OA/3061/2020-21 Date: 22/01/2021)**

This letter is to confirm that:

1. The undersigned is authorized representative of the company.
2. We have studied the Commercial Terms and the Business Rules governing the Reverse Auction as mentioned in the RFP and confirm our agreement to them.
3. We confirm that UCO Bank and Auction Service Provider shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
4. We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
5. We also confirm that we will mail the price confirmation & break up of our quoted price as per Annexure-I within 24 hour of the completion of the reverse auction.
6. We, hereby confirm that we will honour the bids placed by us during the auction process.

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Verified above signature

Competent Authority Signature: \_\_\_\_\_

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



**Undertaking Letter on the vendor's letterhead**

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

Sir,

**Ref: RFP for Supply, Installation and Maintenance of UPS Systems (Rate Contract)**  
**(RFP Ref. No DIT/BPR&BTD/OA/3061/2020-21 Date: 22/01/2021)**

We undertake that we shall not quote products, whose End of sale/ End of Support / End of Life has been declared by the OEM as on RFP submission date. We ensure that any equipment supplied as part of this RFP would not reach end of support or end of life for at least five (5) years postdate of acceptance of such equipment by the Bank. In the event if any equipment supplied by us, reaches either end of support or end of life as stipulated in this clause, within the period of five (5) years , we shall immediately replace/upgrade the equipment at no additional cost to the Bank



Yours faithfully,

**Authorised Signatory**  
**Designation**  
**Bidder's corporate name**  
**Place:**  
**Date:**