



UCO BANK
Department of Information Technology

Request for Proposal (RFP) for Supply, Commissioning, Maintenance & Management of MPLS
Link On Wired/RF AND 4G/5G (SINGLE SIM BASED)
RFP REF No: DIT/BPR & BTD/OA/2805/2020-21 Date: 04/01/2021
Amendments, Addendums and Corrigendum's

PART-II

4. EARNEST MONEY DEPOSIT (Renamed to "BID SECURITY DECLARATION")

A Bidder is required to submit along with its Bid a Bid Securing Declaration. The Bidder has to sign a Bid Securing Declaration accepting that the Bidder will be suspended for participation in the tendering process of the Bank in future, if:

- a) the Bidder withdraws its Bid during the period of validity i.e. 180 days from the Bid due date; or
- b) the Bidder is awarded the Contract and fails to sign the Contract; or
- c) the Bidder fails to submit an unconditional and irrevocable performance security before the deadline defined in the request for bid documents; or
- d) 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; or
- e) the Bidder fails to submit the requisite documents as per the tender specification; or
- f) the Bidder violates any of the provisions of the terms and conditions of this tender specification.

The Bid Securing Declaration shall be submitted as per the format at **Annexure-C**.

PART-V

14. PERFORMANCE BANK GUARANTEE

The vendor, within 15 days from the date of LOI (letter of Intent) will have to furnish a Performance Bank Guarantee, format as per Annexure-D of the RFP, issued by any scheduled commercial bank equivalent to **3%** of the total cost of the Project (TCO)/Order value valid for **(39 months) 3 years with 3 months additional claim period** from the date of

purchase order. Upon furnishing the Performance Bank Guarantee, the EMD of the vendor shall be returned.

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

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the selected bidder is not able to fulfil any and all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD (Liquidity Damage) on Delivery and installation.

In case the contract is getting extended, the selected bidder shall submit the Bank Guarantee of 3% of the project cost of that period of time with a validity of the extension period with 3 months claim period.

The selected bidder shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the account of non-completion of the project and warranty period.

Post submission of Bank guarantee, Successful bidder need to sign the contract (SLA) and submit the same to Bank along with Deed of Indemnity, Nondisclosure agreement duly stamped, after which Bank shall issue Purchase order



47. BLACKLISTING (New clause added)

Grounds for Disqualification & Blacklisting

- (A) Notwithstanding anything contained in this document, any Bidder/selected Vendor shall be disqualified when –
- i) any Bidder who have been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority as on date of the publication of this Tender/Procurement;
 - ii) any bidder whose Contract/Agreement with any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority has been terminated before the expiry of the Contract/Agreement for breach of any terms and conditions at any point of time during the last five years;
 - iii) any Bidder whose Earnest Money Deposit and/or Security Deposit have been forfeited by any Bank / Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other

Regulatory/Statutory Authority, during the last five years, for breach of any terms and conditions.

(B) Further disqualification can be imposed by the Bank in accordance with the procedures established, which may include but not limited to the following grounds, either at the stage of Competitive Bidding or at the stage of implementation of the Contract:

Commission of any act of:

- i)** submission of a bid, proposal or any other document that is known or should be known by the Bidder to be false, misleading or non- meritorious or to contain false information or concealment of information which will influence the outcome of the eligibility screening/selection process;
- ii)** any documented unsolicited attempt by the Bidder to unduly influence the decision making process of the Bank while determining the eligibility screening/selection process in favor of the Bidder;
- iii)** unauthorized use of one's name or using the name of another for purpose of bidding;
- iv)** breach of the terms of a public contract by a wilful or material failure to perform in accordance with the terms thereof;
- v)** withdrawal of a bid, or refusal to accept an award, or enter into contract with any Bank/Financial Institution/Central Government/State Government/ any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory Authority without any justifiable cause, after the Bidder had been adjudged as having submitted the lowest calculated Responsive Bid or highest rated Responsive Bid;
- vi)** refusal or failure to furnish the required performance security within the prescribed time frame;
- vii)** refusal to clarify or validate the Bid submitted, in writing, within a period of seven (7) calendar days from receipt of the request for clarification if sought by the Bank;
- viii)** that may tend to defeat the purpose of the competitive bidding, such as but not limited to; an eligible Bidder not purchasing the bid documents or not complying with the requirements during the evaluation of bid or habitually withdrawing from bidding or submitting letter of non-participation for at least three (3) times within a year, except for valid reasons;
- ix)** lack of integrity or honesty or fraud, bribery, collusion or conspiracy;
- x)** failure by the Bidder/Vendor, due to solely his fault or negligence, to mobilize and commence the work or perform within the specified time period, as specified in the Tender Document, including but not limited to the Request for Proposal/ Request for Quotation/ Agreement/Letter of Intention/Purchase Order etc.,;

- xi)** failure by the Bidder/Vendor to fully and faithfully comply with its contractual obligations without valid cause, or failure to comply with any written lawful instruction of the Bank or its representative(s) pursuant to the implementation of the Contract, which may include but not limited to the following:
- a.** Employment of competent technical personal, competent engineers and/or work supervisors;
 - b.** Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
 - c.** Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
 - d.** Deployment of committed equipment, facilities, support staff and manpower; and
 - e.** Renewal of effectively date of the performance security after its expiry during the tenure of the Contract.
- xii)** assignment and subcontracting the Contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Bank;
- xiii)** for the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract;
- xiv)** for the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence. The poor performance of the Consultant can include and may not be limited to defective design resulting in substantial corrective works in design and/or construction, failure to deliver critical outputs due to consultant's fault or negligence, specifying materials which are inappropriate, substandard, or way above acceptable standards, allowing defective workmanship or works by the contractor being supervised by the consultant etc.,
- xv)** for the procurement of infrastructure projects, poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as per the existing performance monitoring system of the Bank shall be applied, quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence, willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.
- (C)** Any parameters described, *supra*, attributable to any Partner/Director shall be construed as disqualification for the Firm/Company, as the case may be.

(D) The Bank will have the discretion to disqualify the Bidder/Vendor and/or initiate the process for blacklisting the Bidder/Vendor and may also entail forfeiture of performance security furnished by the Bidder/Vendor. “



FORMAT OF BID SECURING DECLARATION

(The Bidder shall fill in this Format in accordance with the instructions as indicated)

RFP REF No. DIT/BPR & BTD/OA/2805/2020-21 DATE: 04/01/2021

To
The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3 & 4, DD Block,
Sector -1, Salt Lake,
Kolkata – 700 064.

Sir,

I/We,..... (Authorised Signatory of the Bidder) submitted by the undersigned on behalf of the Bidder (M/s _____) either Sole or in Joint Venture, do hereby declare and accept the following:

- (A) I/We understand according to your conditions, the bid must be supported by a Bid-Securing Declaration.
- (B) I/We accept that M/s _____ will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Bank for the period of time starting on **Bid Submission Date** if I/We are in breach of our obligation(s) under the Bid conditions, enumerated as under:
- 1) if I/We withdraw the Bid during the period of validity i.e. **180 Days** from the Bid due date; or
 - 2) if I/We is/are awarded the Contract and fail to sign the Contract; or
 - 3) if I/We fail to submit an unconditional and irrevocable performance security before the deadline defined in the request for bid documents; or
 - 4) if I/We make any statement or enclose 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; or
 - 5) if I/We fail to submit the requisite documents as per the tender specification; or
 - 6) if I/We violate any of the provisions of the terms and conditions of this tender specification.

(C) We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder or (ii)days after the expiration of our Bid.

Name of the Bidder*	
Name of the person duly authorized to sign the Bid on behalf of the Bidder**	
Designation of the person signing the Bid	
Signature of the person named above	
Official Seal	

Dated onthis day of(mention the month),..... (mention the year)

P.S.

(1) * In the case the Bid is submitted by an Entity (viz., Partnership Firm, LLP, Company, Joint Venture), specify the name of the Entity as the Bidder.

(2) ** The Person signing the Bid shall have the Power of Attorney given by the Bidder to execute the documents on behalf of the Bidder.

(3) In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all Members/Partners to the Joint Venture that submits the Bid.

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

TO BE STAMPED AS A DECLARATION & DULY ATTESTED BY A NOTARY

Sub: Request for Proposal forRFP No.....dated.....)

- 1) I/We, Proprietor/Partner(s)/Director(s) of M/s..... hereby confirm that I/We have read and understood the eligibility criteria and fulfil the same.
- 2) I/We further confirm that all the information furnished by me/us, as per the requirement of the Bank, have been included in our bid.
- 3) I/We further 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.
- 4) *I/We further hereby declare that I/We have not been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory Authority or any other Statutory Authority as on date of the publication of this Tender/Procurement.

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(OR)

I/We further hereby declare that the Proprietorship Concern/Partnership Firm/Company/..... (if any other entity) namely M/s was blacklisted/debarred by.....(Name of the Authority who blacklisted/debarred) from taking part in their Tender/Procurement for a period ofyears w.e.f.to..... The period is subsisting/over on.....and now I/We is/are entitled to take part in Tender/Procurement.

- 5) I/We declare that no proceedings/inquiries/investigations have commenced/pending against me/us by any Statutory Authority/Regulatory Agency/Investigating Agency which may result in liquidation of company/ firm/proprietorship concern and/or may act as deterrent on the continuity of business and/or may hamper in providing the said services, as envisaged in this document.
- 6) I/We further hereby declare that no legal action is pending against me/us for any cause in any legal jurisdiction.
- 7) I/We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within the stipulated time.

***STRIKE OUT WHICH IS INAPPLICABLE**

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

Signature (1) (2)

(duly authorized to sign)

Name:.....

Capacity in which as executed:.....

Name & registered address of the Bidder:.....

Seal of the Bidder to be affixed



(TO BE PROVIDED ON Rs.100/- STAMP PAPER)

Self-Certificate for Local Content

Date: __/__/____

I.....S/o, D/o, W/o.....resident of.....do hereby solemnly affirm and declare as under:

- 1) That I will agree to abide by the terms and conditions mentioned in the tender specification issued vide ref. no.....dated.....
- 2) That the information furnished hereinafter is correct to the best of my knowledge and belief and that I undertake to produce the relevant records before to any authority nominated by UCO Bank for the purpose of assessing the Local Content.
- 3) That the Local Content for all inputs which constitute the Goods (mention the procurement) has been verified by me and that I am responsible for the correctness and accuracy of the claims made therein.
- 4) That in the event of the Local Content mentioned herein is found to be incorrect and not meeting the prescribed norms of Local Content, based on the assessment of an authority so nominated by UCO Bank and that I will be liable as under Clause 9(f) of Public Procurement (Preference to Make in India) Order 2017, as amended.
- 5) That I agree to maintain all the information regarding my claim for Local Content in our records and that I shall make the requisite information available to UCO Bank as and when required.
- 6) That *I (name of Manufacturer) do hereby confirm in respect of quoted item(s) that the Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', I am eligible for Purchase Preference under 'Make in India' Policy vide Government of India Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide Orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

OR

That *I (name of Manufacturer) do hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under 'Class-II Local Supplier' Category.

7) That I submit as under:

Name & Details of the Local Supplier (Regd. Office, Manufacturing Unit, Location, Nature of legal entity)	
Date on which this Certificate was issued	

Product for which the Certificate is issued	
Procuring Agency to whom the Certificate is furnished	
Percentage of Local Content claimed	
Name & details of the unit of the Manufacturer	
Sale Price of the Product	
Ex-Factory Price of the Product	
Freight, Insurance and handling	
Total bill of Material	
List & Total cost value of inputs used manufacture of the proposed Goods	
List & Total cost value of inputs which are locally sourced (Attach Certificates of Local Content from Local Suppliers, if the input is not in-house)	
List and cost of inputs which are imported (directly or indirectly)	
Any other information	

8) That the details of the location(s) at which the local value addition made is/are as under:

Sl. No.	Product Details	Name of Place

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* Strike out whichever is not applicable

Date:

For & on behalf of

Signature of the Authorised Signatory of the Bidder (insert name, designation & contact number)

Official Seal of the Bidder

Date- 05.02.2021

Place- Kolkata