



**UCO BANK**  
**Department of Information Technology**

**Request for Proposal (RFP) For Supply, Installation and Maintenance of Cheque Truncation System (CTS) Scanners on Rate Contract Basis**

**RFP Ref. No. DIT/BPR&BTD/OA/2645/2018-19 dated 17/09/2018**

**Pre-Bid Responses/ Clarifications to Queries raised by the Bidder(s), Amendments, Addendums and Corrigendum's**

Sl. No	Page no	Clause	Clause as per RFP	Description of Query/ Clarification sought by Bidder	Bank Response
1.	47	9	<b>API</b> : CAPI ,Device Suite Professional PC version, Emulation Middleware	API: CAPI ,Device Suite Professional PC version, Emulation Middleware, <b>Ranger Driver RANGER API</b> is one of the widely used Driver including APERTA Software which is already running in UCO Bank.	Clause stands as per RFP
2.	47	13	<b>OCR format supported</b> - Two(2) 0.50 inch OCR scan band provided	<b>OCR format supported - One or More 0.50 inch OCR scan band provided</b>	Clause stands as per RFP
3.	47	9	<b>API</b> : CAPI ,Device Suite Professional PC version, Emulation Middleware	API: CAPI ,Device Suite Professional PC version, Emulation Middleware, <b>Ranger Driver RANGER API</b> is one of the widely used Driver including APERTA Software which is already running in UCO Bank.	Kindly refer SI No 1

4.	47	13	<b>OCR format supported</b> - Two(2) 0.50 inch OCR scan band provided	<b>OCR format supported</b> - One or More 0.50 inch OCR scan band provided	Kindly refer SI No 2
5.	13	8, POC ( Proof of Concept)	Technically qualified bidders should conduct POC (Proof of Concept) within 1 week (7 working days from the date of mail sent to the technically qualified bidders) as per the above mentioned scope of work and as per the technical requirements and technical specifications on the Bank's Network.	We request bank to provide timeline of 2 weeks for technically qualified bidders to conduct POC (Proof of Concept).	Clause stands as per RFP
6.	15	Point No 3, Eligibility Criteria	The bidder should be a profit (profit after tax) making company (Profit after tax) and should have posted net profit for last three years (2014-15, 2015-2016 & 2016-2017) or should have positive net worth in the last three years (2014-15, 2015-2016 & 2016-2017).	We kindly request bank to considering The successful bidder /Parent company should be having Positive Net Worth / Net profit in the following any two out of three financial years of the bidder 2014-15, 2015-16, 2016-17 or The successful bidder should be having Positive Net Worth in the last financial year(2017-18).	Clause stands as per RFP
7	15	Point No 4, Eligibility Criteria	The bidder should have a turnover of minimum 5 Crores per year during last three years i.e. 2014-15, 2015-2016 & 2016-2017. This must be individual (not parent company) company's turnover and not of any group of companies.	We request the bank to please consider the following: 1. The bidder should have minimum annual turnover of Rs. 100 Crores each during the three financial year 2014-15, 2015-16 and 2016-17. 2 .This must be individual company turnover and not of any group of companies. Audited balance sheet for said year to be submitted	Clause stands as per RFP

8.	17	13 Scope of Work	<p>Scope of Work</p> <p>As on date, scanners of only the following make are being used by the Bank:-</p> <ol style="list-style-type: none"> <li>1. ARCA</li> <li>2. Digital Check</li> <li>3. Panini</li> <li>4. Burrough</li> <li>5. Canon</li> </ol> <p>However, if any bidder quotes for certain make of CTS scanner other than the above specified ones, a valid certificate from M/s Aperta has to be submitted along with the technical bid document mentioning that specific make of the scanner is fully compatible with the CTS application of Aperta running in UCO bank and it is being currently used in UCO Bank.</p>	<p>We kindly request bank to please once again clarify that if bidder is quoting above listed scanner then in that case bidder don't have to seek any certificate from M/s Aperta.</p>	<p>It is being informed that if successful bidder supplies the make &amp; model which are being used by the Bank, there is no need to seek any certificate from M/s Aperta.</p>
9	18	13, Point No g	<p>The selected bidder should maintain the scanners during warranty period of three years. During the warranty, the selected bidder is bound to do all hardware spares replacement for any reason without extra cost to Bank covering all parts &amp; labour from the date of installation of the systems by UCO Bank at the respective locations i.e. on-site comprehensive warranty.</p>	<p>We request bank that the selected bidder should maintain the scanners during warranty period of three years. During the warranty, the selected bidder is bound to do all hardware spares replacement against manufacturing defects Only without extra cost to Bank covering all parts &amp; labour (except consumables such as Ink Cartridges, MICR Head &amp; rollers) from the date of installation of the systems by UCO Bank at the respective locations i.e. on-site comprehensive warranty.</p>	<p>Clause stands as per RFP</p>
10	18	Schedule of Implementatio	<p>The selected bidder shall deliver the above scanners within six</p>	<p>As per the new guidelines from Government of India, all dispatches</p>	<p>Clause stands as per RFP</p>

		n	(06) weeks for the North-East region and four (04) weeks for the rest of the country from the date of acceptance of Purchase Order, failing which Bank reserves its right to levy liquidated damages.	need E-way bills. Same needs to be provided by the buyer (in this case bank). We request bank to provide 9 weeks delivery period for North-East region and 6 weeks for the rest of the country from the date of release of purchase order.	
12	26	Liquidated Damage	Notwithstanding the Bank's right to cancel the order, liquidated damages at 1% (One percent) of the total order value will be charged for every week's delay in the specified implementation schedule. The Liquidated Damages including Service Level Penalties would be subject to a maximum of 10% of the total project cost (i.e. TCO).	We kindly request bank to consider that liquidated damages at 0.25% of the pending order value will be charged for every week's delay in the specified implementation schedule. The Liquidated Damages including Service Level Penalties would be subject to a maximum of 5% of pending order value.	Clause stands as per RFP
13	31	Point No a	The vendor must provide 3 years' on-site comprehensive warranty for CTS Scanners supplied under this RFP covering all parts & labor from the date of acceptance of the systems by UCO Bank at the respective locations i.e. on-site comprehensive warranty.	We request bank that the vendor must provide 3 years' on-site comprehensive warranty for CTS Scanners supplied under this RFP covering all parts & Labour (except consumables such as Ink Cartridges, MICR Head & rollers) from the date of acceptance of the systems by UCO Bank at the respective locations i.e. on-site comprehensive warranty.	Clause stands as per RFP
14	31	Point No c	Under Annual Maintenance Contract all parts & labor should be covered for onsite support. UCO Bank, however, reserves the right to enter into Annual Maintenance Contract (AMC) agreement either location-wise / Zone-wise or from a single	We request Bank that Under Annual Maintenance Contract all parts (except consumables such as Ink Cartridges, MICR Head & rollers) & labor should be covered for onsite support. UCO Bank, however, reserves the right to enter into Annual Maintenance Contract	Clause stands as per RFP

			centralized location. Bank also reserves the right to enter into AMC either with the vendor or any other Service Provider at its sole discretion.	(AMC) agreement either location-wise / Zone-wise or from a single centralized location. Bank also reserves the right to enter into AMC either with the vendor or any other Service Provider at its sole discretion.	
15	32	Point No d	Warranty shall not become void even if UCO Bank buys any other supplemental hardware from a third party and installs it with these machines. However, the warranty will not apply to such hardware installed. Besides the above, the vendor will have to enter into Service Level Agreement with the Bank.	We request bank that Warranty shall not become void even if UCO Bank With Prior approval & initiation to vendor, buys any other supplemental hardware from a third party and installs it with these machines. However, the warranty will not apply to such hardware installed. Besides the above, the vendor will have to enter into Service Level Agreement with the Bank.	Clause stands as per RFP
16	33 & 34	Point No d	The selected bidder should provide onsite support at any location in India as and when required within maximum 24 hours from the date of complaint lodged by Bank. In case of any noncompliance 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 by revoking of PBG.	We request bank that the selected bidder should provide onsite support at any location in India as and when required within 24 hours in Metros and 72hrs urban, Semi urban & rural areas from the date of complaint lodged by Bank. In case of any noncompliance of above support, the vendor will become liable for penalty of 0.5% of affected equipment cost on per Quarter basis and penalty amount will be accumulated and will be deducted by revoking of PBG.	Clause stands as per RFP
17	34	Point No e	The sum total of penalties will not exceed 10% of the TCO. Thereafter, the contract/purchase order may be cancelled and Performance	We request bank that the sum total of penalties will not exceed 5% of the pending order or service. Thereafter, the contract/purchase order may be cancelled and	Clause stands as per RFP

			Bank Guarantee may be revoked	Performance Bank Guarantee may be revoked	
18	34	Point No i	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	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. We request Bank to provide proper details and proofs to bidder in such actions.	Clause stands as per RFP
19	34	Point No i	As per Warranty Terms (Clause No. 15), 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 break-down message (i.e. first call made or email sent to service engineer / call Centre) till the system becomes functional or standby is provided. Public Holidays as declared at the respective Centres 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	We request bank that as per Warranty Terms (Clause No. 15), all the items mentioned in Part – IV should be repaired within 96 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 call logged at bidders call Center(i.e. first call made or email sent to call Centre) till the system becomes functional or standby is provided. Public Holidays as declared at the respective Centres 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.	Clause stands as per RFP
20	45	Annexure-V Eligibility Criteria	The bidder should be a profit (profit after tax) making company (Profit after tax) and should have posted net profit for	We kindly request bank to considering The successful bidder /Parent company should be having Positive Net Worth / Net profit in the	Clause stands as per RFP

			last three years (2014-15, 2015-2016 & 2016-2017) or should have positive net worth in the last three years (2014-15, 2015-2016 & 2016-2017).	following any two out of three financial years of the bidder 2014-15, 2015-16, 2016-17 or the successful bidder should be having Positive Net Worth in the last financial year(2017-18).	
22	45	Annexure-V Eligibility Criteria	The bidder should have a turnover of minimum 5 Crores per year during last three years i.e. 2014-15, 2015-2016 & 2016-2017. This must be individual (not parent company) company's turnover and not of any group of companies.	We request the bank to please consider the following: 1. The bidder should have minimum annual turnover of Rs. 100 Crores each during the three financial year 2014-15, 2015-16 and 2016-17. 2 .This must be individual company turnover and not of any group of companies. Audited balance sheet for said year to be submitted	Clause stands as per RFP
23			General	We request bank to clarify that This RFP is floated only for purchase of North and South Grid and not for West Grid.	Kindly refer Scope of Work Page no 17 of the RFP.
24	9 & 11	5 & 6	Exemption from submission of EMD and Tender Cost shall be given to bidders who are Micro, Small & Medium Enterprises (MSME) and are registered with National Small Scale Industrial Corporation Ltd. (NSIC) under its "Single Point Registration Scheme". The bidder has to submit necessary document issued by NSIC to avail the exemption. To qualify for EMD and Tender Cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC which are valid on last date of	We request the bank not to restrict the benefit of MSME Exemption from submission of EMD and Tender Cost only to Vendors who are registered only with NSIC under single point registration scheme but also to MSME who are registered as per the, Gazette Notification [Part II-Section3-Sub section (ii)] dated 26/03/2012 on 'Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012.  We submit the following for the consideration of the bank  Government of India, Gazette	Clause stands as per RFP

			submission of the tender documents. MSME firms who are in the process of obtaining NSIC registration will not be considered for EMD and Tender 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).	Notification [Part II-Section 3 - Sub section(ii)] dated 26/03/2012 on 'Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012 states that: 1). 'And whereas, the Public Procurement Policy shall apply to Micro and Small Enterprises Registered with District Industries Centre or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprise' 2). Post 18-09-2015 Udyog Aadhaar Memorandum (UAM) is to be treated at par with SSI Registration Certificate issued prior to 04-04-2007 and the Entrepreneur's Memorandum Part-II filled under the MSMED Act, 2006 have now ceased to be issued after the notification for Udyog Aadhaar Memorandum (UAM) (vide gazette notification [SO No. 2576(E)] dated 18-09-2015)	
25	19	15	Payment Terms	Clause number should be 16 and not 15. (May be it is a typo error) Please recheck this clause number and all subsequent clause numbers.	Clause stands modified as 16.1,15.2 and 15.3
26	19	16	16.3 Remaining 10% of the cost along with applicable taxes (GST) would be paid against submission of performance of Bank Guarantee of equivalent to	As per Clause 9 on page 13 of the RFP document it is required to submit Performance Bank Guarantee (PBG), within 15 days from the date of issuance of the	As per clause 9 on page 13, the Performance Bank Guarantee is related to project cost which is mandatory. Further as per



			10% of order value having validity till contract period.	Letter of Intent for a value equivalent to 10% of the total cost of ownership as mentioned in the RFP. The Performance Guarantee should be valid for a period of 39 months (36+3 months claim period). The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. As 10% PBG is submitted at the time of SLA, we request the bank to pay 100% of the order value along with all applicable taxes (GST) on actual basis 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 report & User Acceptance Report signed with date by an authorized official of UCO Bank at the respective sites. Therefore, we request the bank to amend clause 16.1 and delete clause 16.3.	clause 16.3 where PBG required for release of 10% of balance payment.
27	25	37	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	"Kindly clarify whether Board Resolution in favour of authorised signatory to sign the required documents/ negotiate/liase/correspond with Bank's authorities for the RFP will suffice or is Power of Attorney additionally required for this	Clause stands as per RFP

			<p>the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.</p> <p>In this regard, a Power of Attorney on a Judicial Stamp Paper is to be submitted from the Bidder side indicating the authorized signatory.</p> <p>A true copy of Board Resolution of the Company has to be submitted, indicating the name of the person on whose Power of Attorney has been provided to act as Authorized signatory.</p>	<p>authorisation.</p> <p>We have participated in a number of tenders and RFPs floated by PSU and Private sector Banks and Board Resolution has been accepted as a proof of authorisation. Power of Attorney for the said purposes has not been insisted upon.</p> <p>Request the bank to consider Board Resolution signed by Company Secretary /Director of the Company as proof of authorization for the signatory along with attestation of the signature on the resolution document."</p>	
28	40	Annexure-I	<p>We will submit a Performance Guarantee for a sum of Rs. _____ (10% of TCO), valid for a period of six months.</p>	<p>The Performance Guarantee sum which is 10% of TCO will be known only at the time of finalisation of the process and not at this stage. Hence this sentence needs a relook/attention as the amount or the value of 10% of CTO cannot be specified at this stage.</p>	<p>This is only a Proforma attached for future use. There is no need to write any amount as of now. The bidder has to submit the signed annexure along with bid document.</p>
29	15	12.2 Eligibility Criteria	<p>The bidder should be an Original Equipment Manufacturer (OEM) or their authorized representative / dealer in India. In case of authorized representative / authorized dealer in India the letter from the</p>	<p>In case of authorised representative/ dealer, only one bid should be allowed for a particular OEM (for a particular brand).</p>	<p>Clause stands as per RFP</p>

			OEM to be submitted.		
30	47	Annexure VI	OCR format supported - Two(2) 0.50 inch OCR scan band provided	Please Explain	OCR stands for Optical Character Recognition. The specification related to scanning of minimum two Cheque at a time.
31	13 & 14	10	<p>10.1 The selected bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.</p> <p>10.2 The selected bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.</p> <p>10.3 The selected bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfill obligations by the</p>	<p>With respect to IP infringement we agree to indemnify the Bank subject to Bank follows following process:</p> <ul style="list-style-type: none"> <li>• Bidder's IP indemnification obligations are to defend the Bank for any IP infringement claim against the Bank by the IP owner, and pay any court awarded damages or any settlement that Bidder agrees to.</li> <li>• The IP infringement indemnification obligations of Bidder are subject to Bidder getting prompt notice, sole control of the IP infringement claim and requested support from the Bank.</li> <li>• The IP infringement indemnification obligations do not include any claim based on a combination of the products provided by Bidder with products not provided by the Bidder.</li> <li>• Bidder will be allowed to take all reasonable actions with respect to the accused products to mitigate any infringement claim; and</li> <li>• The above is Bidder's entire obligations and the Bank's sole remedy for IP infringement.</li> </ul> <p>With respect to third party claim, we understand that the bank intends to</p>	Clause stands as per RFP

			<p>selected bidder or its employees/personnel.</p> <p>10.4 All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.</p> <p>10.5 The selected bidder is required to furnish a separate Deed of Indemnity (Format whereof to be supplied by the Bank) in Bank's favor in this respect before or at the time of execution of the Service Level Agreement.</p> <p>The vendors should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Non-compliance of the vendor with Laws / Governmental Requirements</li> <li><input type="checkbox"/> IP infringement</li> <li><input type="checkbox"/> Negligence and misconduct of the Vendor, its employees, and agents</li> <li><input type="checkbox"/> Breach of any terms of RFP, Representation</li> <li><input type="checkbox"/> Act or omission in performance of service.</li> </ul>	<p>hold Bidder liable for any third party claims against the Bank to the extent same is relating (a) non-compliance of applicable laws, (b) death or personal injury; or breach of confidentiality to the extent same is caused by gross negligence or willful misconduct of the bidder and we will pay all court costs and monetary damages finally awarded by the court, if Bank gives (1) prompt written notice of the claim; (2) all requested information about the claim; (3) reasonable cooperation and assistance; and (4) sole authority to defend and settle the claim.</p>	
32	27	41, Order Cancellation	<p>UCO Bank reserves the right to cancel the order(s) in the event of one or more of the following circumstances:</p>	<p>We request the Bank to provide the bidder 30 days cure period before exercising the right specified in this clause.</p>	<p>Clause stands as per RFP</p>

33	32	47, Right	Patent	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>As IP infringement indemnity is covered in clause 10, we request the Bank to either delete this clause or cover the process as requested by the Bidder in clause 10.</p>	Clause stands as per RFP
34	38	55, Compliance of		Any regulatory changes which are necessitated in the services	While we can ensure compliance to the regulatory guidelines applicable	Clause stands as per RFP

		Law	<p>offered due to changes in the law or provisions or directions introduced / issued by Government of India, State Governments, other governmental authorities, Reserve Bank of India, NPCI, other regulatory authorities or due to industry level changes to be promptly provided by the selected bidder to the Bank during the contracted period at no extra cost to the bank.</p>	<p>as on the date of submission of response to the RFP, it is difficult to envisage what changes will happen in the regulatory guidelines requirements in future and what corresponding changes will be needed to the scanner. We therefore request the Bank to kindly modify this clause to mean that all the regulatory compliance requirements till the date of RFP submission will be with no extra cost to the Bank and any changes thereafter will be based on terms as mutually agreed between the successful bidder and Bank.</p>	
35	64	Fall Clause	<p>The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has</p>	<p>Scanner price is decided on various factors including (a) contract length i.e. deployment period; (b) commitment of minimum quantity; (c) configuration and specifications; and (d) terms and conditions such as payment term, LD, support requirement, taxes, AMC commitment etc. Therefore we cannot agree to the Bank's requirement to reduce the price only due to Bidder supplying the similar product /system or sub-system as a lower price than that offered in the present bid. Thus we propose following clause instead of existing Fall clause of Annexure XII of the RFP: "The Bidder undertakes that it has not supplied/is not supplying the Scanner ordered by the Bank from the Bidder in this RFP, at the time of</p>	<p>Clause stands as per RFP</p>

			already been concluded.	purchase, comparable to or better than the prices being offered by it to any governmental end-user customer of the Bidder engaging in a similar overall volume of business with Bidder who purchases the same Scanner in same market condition, same technology, in like committed quantities, and within similar time frames, within the same geographic area, and under terms and conditions substantially similar to those between Bidder and Bank. Bank's sole remedy in the event of a breach of this representation is to receive like or comparable prices for the Scanner."	
36			New clause requested by the Bidder	We request the Bank to kindly accept addition of following limitation of liability clause: "IN NO EVENT WILL BIDDER BE LIABLE TO BANK FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS OR REVENUE, LOSS OF TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE. BIDDER WILL NOT BE CUMULATIVELY LIABLE TO YOU FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE, FEES AND CHARGES SET FORTH IN THE APPLICABLE ORDER."	Bank will not incorporate any new term in limitation of liability clause as the clause related to law.

37	15	Eligibility Criteria , SI No 5	The CTS Scanners proposed to be supplied as per this RFP should be compatible with the Bank's existing CTS application in the respective CTS Grid i.e. CTS Northern & Southern Grids respectively. The selected bidder will be responsible to ensure that the proposed make and model of the scanner is fully compatible with the bank's CTS application.	Supporting documents required: Certified from scheduled commercial Bank where the CTS scanners to be offered by the respective bidder mentioning that the same scanner is working satisfactorily with the said CTS software to be submitted.	Clause stands modified as "Certificate from scheduled commercial bank where the CTS scanners to be offered by the respective bidder mentioning that the same scanner is working satisfactorily with the said CTS software to be submitted and the certification from M/s Aperta regarding compatibility of said CTS Scanner with the Bank's existing CTS application version i.e. AiDPS ( version 5.4.5 in northern grid and 5.4.7 in southern grid)
38	10	6	Earnest Money Deposit	The validity period of Earnest Money Deposit will be Six month.	



**Pre Contract Integrity Pact**  
**(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of....., 20\_\_ between, on one hand UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 {hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.....represented by Shri..... (Hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a .....Department performing its functions on behalf of UCO BANK.

Now, therefore, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of the BIDDER**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to

the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual or company in respect of any such intercession, facilitation or recommendation.

- The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### **Previous Transgression**

- The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise

in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.

- The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **Earnest Money (Security Deposit)**

- While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
  - (i) Bank Draft or a Pay Order in favour of \_\_\_\_\_;
  - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- The Earnest Money/Security Deposit shall be valid up to a period of Six Months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact
- No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

### **Sanctions for Violations**

- Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
  - (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of UCO Bank, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - (vii) To debar the BIDDER from participating in future bidding processes of the UCO Bank for a minimum period of four years, which may be further extended at the discretion of the BUYER.
  - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
  - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- The BUYER will be-entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
  - The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **Fall Clause**

- The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other

Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

### **Independent Monitors**

- The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. (Names and Addresses of the Monitors to be given). **Mrs V R Iyer and Mr S R Raman**
- 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 BUYER/'Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic Situations.

### **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the

BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

**Other Legal Actions**

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

- Validity**
- The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
  - Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**The parties hereby sign this Integrity Pact at -----on-----.**

<b>BUYER</b>	<b>BIDDER</b>
<b>Name of the Officer</b>	<b>Authorised Signatory</b>
<b>Designation</b>	<b>Witness</b>
<b>Deptt</b>	
<b>Witness</b>	
1.	1.
2.	2.