



Department of Information Technology

**Request for Proposal (RFP) For Selection of Vendor for Supply, Installation & Maintenance of 550 Barcode Based Self Service Passbook Printing Kiosk
DIT/BPR & BTD/OA/3459/2020-21 Date: 01.03.2021**

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

Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	Query Sought/Suggestions of the Bidder	Bank's Response
1.	18	18	Corrupt and Fraudulent Practices 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.	We request Bank to incorporate that this would be applicable provided such corrupt and fraudulent practice by the Bidder must be proven by the Bank	Clause stands as per RFP
2.	19	24	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	We request Bank not to disclose any information/contents of our submission to other participants as it will hamper competitive advantage of the bidder whose information is shared.	Clause stands as per RFP.

			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.		
3.	22	30. Submission of Offer – Three Bid System	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.	We request Bank to delete this clause as bidder may need to include any document in the middle of the bid which might disturb the sequence and disturb the index included. We would certainly mention RFP reference number & Bank name.	Clause stands as per RFP. If bidder wants to add any additional document, can add as Annexure.
4.	24	31(d)	Other Terms and Conditions Response of the Bid: The Bidder should comply all the terms and conditions of RFP.	We request Bank to modify this clause as: 'The Bidder should comply only with the agreed terms as agreed between the parties.	Clause stands as per RFP
5.	33	1.1 SCOPE OF THE WORK	In Future, if Bank upgraded the Core Banking Solution to higher version, the bidder needs to do end to end integration without any cost to the Bank.	We request Bank to reimburse the vendor actual cost of integration in case CBS upgrade or migration.	Clause stands as per RFP
6.	34	Part IV 1.11	The selected bidder should also undertake to customize display screens of the machines as desired by bank in graphic mode in three languages (Hindi, English and the local language selected by Bank depending on the state where the machine is deployed) for all transactions undertaken by machines without any extra cost.	We request Bank to provide the required APIs and technical data to print in Hindi or other local language.	It is responsibility of the selected bidder to customize display screens of the machines as desired by bank in graphic mode in three languages (Hindi, English and the local language selected by Bank depending on the state where the machine is deployed)
7.	34	Part IV 1.13	The selected bidder shall deliver Kiosks at the respective sites within Six (6) weeks for north east and within Four (4) in other parts of	We request Bank that in events of force majeure and other genuine reasons should also be excluded and bidder should be only held responsible for the	It is clarified that force majeure clause is clearly stated in the RFP.

			Country from the date of receipt of the order from the Bank, failing which the Bank reserves its right to levy liquidated damages.	delay attributed to Bidder and not otherwise.	
8.	34	Part 1.15 IV	The selected bidder will have to integrate their Kiosks with the banks CBS host system (existing or higher) and make them operational within one week from the date of delivery at each site. Non-accomplishment of fulfilling the criteria for integration as mentioned above, failing which the Bank reserves its right to levy liquidated damages	We request Bank to provide 30 days written notice to rectify the error, if any, before levying liquidated damages.	Clause stands as per RFP
9.	34	Part 1.21 IV	No visit / service charges will be borne by the Bank for up-gradation of the software/replacement of hardware components pertaining to Self Service Passbook Printing Kiosks and BAR Code Printer for the purpose of enhancing their functionality to meet mandatory compliance from GOI/RBI/Regulatory authorities.	We request Bank to pay bidder for future upgrades & service charges which are not covered as a part of this RFP.	Clause stands as per RFP
10.	34	1.8	A solution should be provided to print the BAR code from the individual terminals at Branches.	We request Bank to clarify on this point.	Bar code printing software and hardware should work on individual terminals in the branch.
11.	34	1.13	The selected bidder shall deliver Kiosks at the respective sites within Six (6) weeks for north east and within Four (4) in other parts of Country from the date of receipt of the order from the Bank, failing which the Bank reserves its right to levy liquidated damages.	We request Bank to allow bidder to deliver Kiosks at respective sites within eight (8) weeks for north east and within six (6) in other parts of Country from the date of receipt of the order from the Bank. In case of delay which is not attributed to Bank, we request Bank not to levy penalty or liquidated damages.	Clause stands as per RFP

12.	34	1.15	The selected bidder will have to integrate their Kiosks with the banks CBS host system (existing or higher) and make them operational within one week from the date of delivery at each site. Non-accomplishment of fulfilling the criteria for integration as mentioned above, failing which the Bank reserves its right to levy liquidated damages.	We request Bank to consider Kiosk deemed to be installed in case bidder is unable to make the kiosk operational within One week due to any factor not attributed to bidder. Furthermore we request Bank not to levy penalty or liquidated damages on bidder in case of failure to make kiosk operational within 1 week due to reason not attributed to bidder.	Clause stands as per RFP
13.	35	1.17	The selected Bidder has to obtain transit insurance cover for the Kiosks from their factory/go-down to the site and such insurance cover should be available till installation of the Kiosks/Machines at bank's desired site. The insurance cover should be available for minimum 30 days from the delivery of Kiosks/Machines.	We request Bank to obtain insurance cover for Kiosks once they are delivered at desired site.	Clause stands Modified as: "The selected Bidder has to obtain transit insurance cover for the Kiosks from their factory/go-down to the site and such insurance cover should be available till installation of the Kiosks/Machines at bank's desired site."
14.	35	1.21	1.21 No visit / service charges will be borne by the Bank for up-gradation of the software/replacement of hardware components pertaining to Self Service Passbook Printing Kiosks and BAR Code Printer for the purpose of enhancing their functionality to meet mandatory compliance from GOI/RBI/Regulatory authorities.	We request Bank to reimburse the vendor actual hardware & software upgrades to meet mandatory compliances which are not mentioned in scope of Scope by GOI/RBI/Regulatory authorities along with Engineer visit costs.	If any mandatory hardware change is required, Bank may consider for payment of hardware on mutually agreed prices. For rest, no charges will be borne by the Bank.
15.	35	1.24	1.24 The passbook kiosk/machine/Bar code Printers provided by the bidder should be able to support different settings and sizes of the passbook which should be available in every kiosk as per the specifications provided	We request Bank to clarify on this point as in one of the clause it mentions that separate Barcode printers are supposed to be provided.	The Bar code printer should be provided to branch for printing of bar codes on individual terminals at the branches. One unit means barcode printer+ kiosk.

			<p>by bank. In future other specifications can be added into the kiosk. The bar code scanner should be inbuilt in Kiosk and not to be exposed to outside. The bar code printing should support either on stickers/label or on the passbook itself.</p> <p>1.25 Bar code printing type is 1D barcode. Bidder to supply Bar Code Printer as per the specification given by the Bank. Bar code printer should print details on label/stickers which are to be pasted on the passbook.</p>		
16.	36	Part 1.33 IV	<p>One resource should be provided by bidder to manage Remote Monitoring Management System (RMMS), Interface Server, MIS, call complaints/monitoring etc. at no extra cost to the Bank. Successful bidder is liable for a penalty of Rs.1000/- per day on unavailability of the resource. This support is required for contract period of 5 years</p>	<p>We request Bank to levy either penalty or liquidated damages and not both. Further, we request Bank to provide 30 days period to rectify the error, if any before levying penalty/liquidated damages.</p>	<p>Clause stands as per RFP</p>
17.	36	1.33	<p>1.33 One resource should be provided by bidder to manage Remote Monitoring Management System (RMMS), Interface Server, MIS, call complaints/monitoring etc. at no extra cost to the Bank. Successful bidder is liable for a penalty of Rs.1000/- per day on unavailability of the resource. This</p>	<p>We request Bank not to penalize the vendor in case the resource is unavailable, make necessary alternative arrangement to take care of task. As per Human resource laws, staff is eligible to get certain number of holidays on a monthly basis.</p>	<p>Clause stands as per RFP</p>

			support is required for contract period of 5 years.		
18.	36	1.2	Barcode Based Self Service Passbook Printing Kiosk should be compatible to print, all the existing barcoded passbooks which are already in use. The provided solution should work for all types of passbooks	We request bank to specify the existing barcode solutions to ensure our solution is compatible.	Details will be shared with the selected bidder.
19.	37	Part 1.36 IV	The Bidder shall fully protect the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by the Bidder in the machine/ systems supplied by the Bidder anywhere in the world.	We request Bank to hold bidder liable for Indian infringement, and not anywhere in the world as Bidder is supplying machines to Bank in India.	Clause stands as per RFP
20.	37	Part 1.37 IV	Selected bidder has to upgrade the version of the Operating Systems to higher version of the machines without additional cost during the contract period in case the existing version of the OS is declared end of support/ end of life.	We request Bank to pay bidder at mutually agreed cost.	Clause stands as per RFP
21.	38	Part 2 IV	FACILITY MANAGEMENT Responsible for antivirus patches/updates applied to the machine time to time.	We request Bank to hold bidder responsible in the event virus in the form of malware/adware or any other form is beyond the control of Bidder. However, will be responsible in case the necessary systems for Antivirus are not in place with the Bidder.	Clause stands as per RFP It is clarified that, it is responsibility of the bidder to provide AV and patches to it on regular basis.
22.	38	2. Facility	The FM support should be deployed at Bank's premises, for supporting the solution primarily for 8 hours (viz. 10 am to 6 pm) however in case of	We request bank to pay extra charges in case bank requires the FM to stay beyond 8 hrs.	It is clarified that in case of exigency only the resource may have to provide service for

			exigency the Bidder shall provide and maintain requisite skilled resources for extended hours as required.		extended hour without any additional cost to Bank.
23.	38	2, Contract Period & 6 AMC	The contract period for Supply, Installation Maintenance of Barcode Based Self Service Passbook Printing Kiosk will be for a period of Five Years extended up to two years on same terms and conditions from the date of Agreement (SLA). After the expiry of AMC period (2 years after 3 years warranty), Bank reserve the right to enter into the AMC for further period of 2 years with mutually negotiated terms and conditions.	Please clarify as it is said that the contract would be extended on the existing terms and conditions after two years under Contract period on page 39 and on page 42 under AMC it says the contract is extended under mutually agreed terms.	Clause stands as per RFP
24.	39	Part 5.5.3 V	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.	We request Bank to include below exception : Any other reasons which are not directly attributable to the Bidder	Clause stands as per RFP
25.	39	3. Delivery and Installation	5.5.2 Delivery and installation of Middleware should be completed within 4 weeks from the date of LOI/Master Purchase Order.	We request Bank to allow vendor adequate time to conduct testing & UAT.	Clause stands as per RFP.
26.	40	Part 5.5.6 V	All the equipment supplied by the Bidder shall be legal and Bidder shall indemnify to Bank to this effect.	We request Bank to clarify what is meant by "shall be legal". In case of defect, bidder should be liable to indemnify with the actual cost of the machine.	The bidder should have proper authority to sell the equipment and free from any bloatware etc.
27.	40	Part 4 V	Payment Terms	We request Bank to incorporate following clause: In case of delay in payment within 30 days of submission of invoice, the Bidder shall be entitled to charge interest @ 18 % p.a	Clause stands as per RFP

				from the date of outstanding till the amount is actually paid by the Bank. Further, the Bidder should also be entitled to suspend the service in case the Bank fails to make the payments on time.	
28.	42	6.Warranty and AMC--Warranty	Warranty should not become void if UCO BANK buys any other supplemental hardware from a certified third party and installs it with these equipment	We request bank not to install any hardware without the consent of the bidder as these may have adverse effect on the working of the machines.	Clause stands as per RFP.
29.	42	6.Warranty and AMC--AMC	Thereafter, selected bidder will give at least twelve month notice prior to discontinuation of support services	We request bank to remove this condition. Bank is requested that the decision to extend the contract should be communicated before the end of the contract and AMC negotiation should be completed by then...	Clause stands as per RFP.
30.	43	Part 7 V	Note: If the vendor fails to provide services which results in the uptime of machines/solution provided by bidder, below stipulated percentage, penalty will be applicable and will be deducted from the quarterly bill/future payment related to the Vendor.	We request Bank to should provide 30 days written notice to rectify the error, if any, before levying penalty.	Clause stands as per RFP.
31.	43	7. Up time	Metro & State Capital Centers Urban Centers (Other than Metro & State Capital Centers) Semi urban & Rural Centers	We request bank to reduce the uptime to 98%,97%&96% respectively for Metro, Urban and Rural respectively	Clause stands as per RFP.
32.	43	Middle ware	The bidder shall guarantee an uptime of 99.00% for the middleware which shall be calculated on quarterly basis.	We request bank to reduce the uptime to 98%, for middleware.	Clause stands as per RFP.
33.	44	Part 8 V	Penalty	We request Bank to provide reasonable period to cure the defect / delay, if any before levying penalty or invoking Bank guarantee. Further, we request Bank the hold the Bidder accountable for penalty	Clause stands as per RFP. Please refer "Penalty" clause for and cure period mentioned in RFP for details.

				only if the reason for delay is directly attributable to the Bidder and not otherwise.	
34.	44	7. Uptime	The bidder shall guarantee an uptime of 99.00% for the middleware which shall be calculated on quarterly basis. The 'Uptime' is equal to 'total contracted hours in a quarter' less 'Downtime'. The 'Downtime' is the time between the time of report by the Bank and time of restoration of service within the contracted hours. 'Restoration' is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same. For SLA purpose a quarter will be treated as 90 days. If the bidder fails to maintain guaranteed uptime on quarterly basis, Bank shall impose penalty as per Penalty Clause of the RFP. If the uptime is below 90%, the Bank shall have full right to terminate the contract under this RFP.	We request Bank to reduce the penalty to 1000 Rs. and not penalize bidder in case or terminate the contract if the uptime below 90%, if at all, is attributed to Bank.	Clause stands as per RFP.
35.	44	8. Penalty	In the event of failure of maintaining the uptime for middleware, penalty of Rs.5000/- per day would be levied subject to a maximum of 10% of the TCO.	In case the failure to maintain the uptime is not attributed to bidder, we request Bank not to penalize bidder for the same.	Clause stands as per RFP.
36.	45	Part 9 V	Liquidated Damages	We request Bank to levy either penalty or liquidated damages and not both. Furthermore, we request Bank to provide reasonable period to cure the defect / delay, if any before levying penalty or	Clause stands as per RFP.

				invoking Bank guarantee. Further, we request Bank to hold the Bidder accountable for penalty only if the reason for delay is directly attributable to the Bidder and not otherwise.	
37.	45	8. Penalty	Any up-gradation should be completed within 15 days from the date of request of the Bank. Otherwise there will be a penalty of Rs.100/- per day per kiosk.	We request Bank to set TAT for upgrades as per mutual discussions and not 15 Days and all such upgrade would be on a chargeable basis which is out scope of this RFP.	Clause stands as per RFP.
38.	45	8. Penalty	The sum total of penalties will not exceed 10% of the Total Cost of Ownership (TCO) within the contract period. Thereafter, the contract/purchase order may be cancelled and Performance Bank Guarantee may be revoked.	We request Bank to cap the penalty at 5% of TCO and not to invoke the PBG in any case.	Clause stands as per RFP.
39.	45	9. Liquidated Damage	In case the delivery & installation is delayed beyond the scheduled time from the effective date, "Liquidated Damage for Late Delivery & Installation", 0.5% of undelivered equipment (s) for each calendar week of delay or part thereof subject to maximum of 10% of order value will be imposed and will be deducted from the bill amount. UCO BANK reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by UCO BANK to the bidder. Liquidated damages will be calculated per week on per site basis.	We request Bank to restrict recoveries only to this payment and not any other project with the bidder.	Clause stands as per RFP.
40.	46	Part 11 V	Performance Bank Guarantee	The Guarantee can be given with rights of protest or demur. Further, the guarantee can be invoked only upon a proven	Clause stands as per RFP.

				breach by the Bidder. Further, we request Bank that the Bidder should be entitled for cure period of minimum 30 days.	
41.	47	Part 12 V	<p>Right to Alter Quantities</p> <p>The Bank reserves the right to alter the number of Barcode Based Self Service Passbook Printing Kiosks and/or Barcode Printer specified in the tender in the event of changes in plans of the Bank. Any decision of BANK in this regard shall be final, conclusive and binding on the vendor. The bank reserves the right to place order for additional 10% Barcode Based Self Service Passbook Printing Kiosks and/or Barcode Printer at cost discovered through RFP during the contract period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the Barcode Based Self Service Passbook Printing Kiosks and/or Barcode Printer as mentioned above. Bank reserves the right to alter the quantities at any time without prior notice to the selected vendor(s).</p>	<p>We request Bank to incorporate that there will be minimum commitment from the Bank to procure Kiosk as mentioned in the RFP. Further, Bank should be under an obligation to take the quantity where Bidder cannot cancel the order.</p>	Clause stands as per RFP.
42.	47	12. Right to Alter Quantities	Bank reserves the right to alter the quantities at any time without prior notice to the selected vendor(s).	We request bank not to reduce the quantity as the pricing is done based on the number of machines to be supplied and economies will change to the detriment of the vendor if quantity changes.	Clause stands as per RFP.
43.	48	Part 18 V	Confidentiality and Secrecy	We request Bank to incorporate following exceptions should be included:	Clause stands as per RFP.

				<p>i. Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by disclosure by a receiving party in breach of the terms hereof.</p> <p>ii. Where any Confidential Information was disclosed after receiving the written consent of the disclosing party.</p> <p>iii. Where receiving party is requested or required by law or by any Court or governmental agency or authority to disclose any of the Confidential Information, then receiving party will provide the other Party with prompt notice of such request or requirement prior to such disclosure.</p> <p>iv. Where any Confidential Information was received by the receiving party from a third party which does not have any obligations of confidentiality to the other Party.</p> <p>v. Where Confidential Information is independently developed by Bidder without any reference to or use of disclosing party's Confidential Information.</p>		
44.	50	Part 19	V	Compliance With Laws	<p>We request Bank that Bidder should be entitled to charge the Bank with a reasonable costs incurred by the Bidder in order to comply with the regulatory requirements required in the future including hardware & software.</p>	Clause stands as per RFP.
45.	51	Part 20 (D)	V	<p>Blacklisting</p> <p>The Bank will have the discretion to disqualify the Bidder/Vendor and/or initiate the process for blacklisting the Bidder/Vendor and</p>	<p>We request Bank to provide 30 days period to cure the breach, if any before considering bidder in blacklist.</p>	Clause stands as per RFP.

				may also entail forfeiture of performance security furnished by the Bidder/Vendor.		
46.	54	Part 24	V	Order Cancellation	We request Bank that in case of cancellation by whatever reasons, Bidder should be entitled for non-cancelable costs i.e the cost already incurred by the Bidder for the project. Also, If there is additional cost, it should be mutually discussed.	Clause stands as per RFP.
47.	56	Part 25	V	Indemnity	We request Bank that the Bidder should only be liable for direct damages losses which are suffered by the Bank and which are proven by the adjudicating authority and not otherwise.	Clause stands as per RFP.
48.	60	Part 31	V	Termination (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.	We request Bank to incorporate that in case of early termination, Bidder shall only assist the Bank for another vendor however, Bidder should not be held liable for any expenditure incurred by the Bank pertaining to the same. Further, even the Bidder should be entitled to terminate the Agreement in case Bank defaults the payment terms as agreed.	Clause stands as per RFP.
49.	61	Part 33	V	Termination For Default The Bank, without prejudice to any other remedy for breach of Contract, by written notice of	We request Bank to allow Bidder to terminate the Agreement in case Bank defaults payment terms or any other obligations as specified in the RFP.	Clause stands as per RFP.

			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.		
50.	62	Part 34	V Termination For Convenience The Bank may, by written notice for a period of ninety (90) days sent to the Vendor, terminate the Contract/Service Level Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for Bank's convenience, the extent to which the performance of work under the said Contract/Service Level Agreement is terminated and the date upon which such termination shall become effective. In case of Termination for Default Bank will provide notice period of 90 days inclusion cure period of 30 days. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days' time the notice for cancellation will become absolute.	We request Bank to allow Bidder to terminate the Agreement for Convenience.	Clause stands as per RFP.
51.	63	Part 36	V Signing Of Contract The selected bidder(s) shall be required to enter into a service level agreement (SLA) with UCO Bank, within 15 days of the award of the Bid through a Letter of	We request Bank that NDA and Deed of Indemnity should be mutually decided.	Clause stands as per RFP.

			<p>Empanelment or within such extended period as may be specified.</p> <p>The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract. The selected bidder will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank.</p>		
52.	66	Part 43	<p>V</p> <p>Limitation of Liability</p> <p>he limitations set forth in point no. 1 shall not apply with respect to:</p> <p>a) claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership.</p> <p>b) damages occasioned by the gross negligence or willful misconduct of Service Provider.</p> <p>c) damages occasioned by Service Provider for breach of confidentiality obligations.</p> <p>d) Regulatory or statutory fines imposed by the Government or</p>	<p>We request Bank that Bidder should only be liable for actual and proven losses incurred by the Bank and not otherwise.</p>	<p>Clause stands as per RFP.</p>

			Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project.		
53.	74	Annexure V	PROFORMA FOR PERFORMANCE BANK GUARANTEE	The Guarantee can be given with rights of protest or demur. Further, we request Bank that the guarantee should be invoked only upon a proven breach by the Bidder. Further, Bidder should be entitled for cure period of minimum 30 days.	Clause stands as per RFP.
54.	87	Annexure XVI	Pre Contract Integrity Pact	We request Bank to incorporate that this would be applicable provided such corrupt and fraudulent practice by the Bidder must be proven by the Bank	Clause stands as per RFP.
55.	99	Annexure XVIII	PROFORMA FOR DEED OF INDEMNITY	We request Bank to cap the liability, The Deed of Indemnity has unlimited liability on Bidder. Further we request Bank that the survival period should restrict for 3 years maximum upon termination or expiration of the Agreement.	Clause stands as per RFP.
56.	109	Annexure , Pt No 4	Touch Screen 15" Minimum	We propose Bank to use 17" Factory Fitted IP 65 PCAP Touch Monitor for its high uptime and ruggedness with antimicrobial protective screen to safeguard the users' health with 24/7 glass surface sanitation s 15" Monitors are end of life and not available.	Clause stands as per RFP. 15" is minimum requirement.
57.	109	Annexure XXIII	Cabinet	We propose to have the Kiosk enclosure design with IP 65 rating to that prevents the Kiosk from Dust & Water and have high uptime .This shall cover the Mouth of the Passbook insertion area & protect dust & water to enter when not in use.	Clause stands as per RFP.
58.	109	Annexure XXIII, Pt.No 6.3	The Collection box must be made secure with password operated lock.	We request Bank to clarify on the reason for requirement of the collection box in the cabinet.	The clause stands deleted

59.	119	9	9. Passbook is printing in respective language selection when selecting Hindi/ English/Regional language (Y/N)	We request Bank to clarify on how many languages and which languages bidder is supposed to include in Language selection.	As per 8 th schedule of constitution and RBI directives.
60.	21	30. Submission of Offer – Three Bid System	The Eligibility and Technical Offers 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 along with the Tender Fee, Earnest Money Deposit in the form of Bank Guarantee and the Pre Contract Integrity Pact on a non-judicial stamp paper of requisite value (as per Annexure – XVI).	There is no EMD Amount mentioned and BG format has not been shared in the RFP document. Kindly confirm if there is EMD amount and share us the BG format.	Due to government guideline, no EMD is required to be deposited, instead, bidder have to submit bid security declaration as given in RFP.
61.	33	1. SCOPE OF THE WORK	The bidder should supply, install and maintain barcode based Self Service Passbook Printing Kiosks as per specification given in Annexure-XIII including all required hardware, software, operating systems, databases, middleware, third-party utilities and interface the same with Core Banking Solution i.e. Finacle 7.0.25 and above. In Future, if Bank upgraded the Core Banking Solution to higher version, the bidder needs to do end to end integration without any cost to the Bank. Self Service Passbook Printing Kiosks integrated as a single unit and it	kiosks at on-site or off-site locations. What does off site location means? How many such are there ?	Off-site location means kiosk installed away from Branch location.

			should be installed at a level convenient for the customers to stand and operate. Bank reserves the right to install these kiosks at on-site or off-site locations as per requirement of the Bank.		
62.	110	4.5	Antiglare Surface: 6:1 minimum	since all kiosks are going to be installed in indoor facility, this feature may not be required. It also has cost impact	Clause stands as per RFP.
63.	114	25	Passbook must have following features: At the time of issuance of new passbook, following details of customer should be printed on first page of passbook: Ø Branch name Ø IFSC code Ø Account number & Account holder name Ø Address of account holder (separated as address1 & address2) Ø Date of account opening & Passbook issuance date	Request bank to provide details on how to fetch the customer data from the Bank's data base.	Details to be shared with the selected bidder.
64.			General	What is the current TPS and total number of users?	Query not clear.
65.			General	Will bank provide the firewall/Switch for the central servers?	Bank has its own firewall/switch for central server.
66.			General	1. Database size and its YoY growth value, this will provide data to size the storage required for 3-5 years' tenure.	Database Size- 6TB (Approx) YoY growth- 10-15%

67.			General	what will be the RPO/RTO ratio for DC-DR replication	Query not admissible.
68.			General	What type of link is provided by bank to connect DC to DR and what is the link speed?	MPLS link
69.	34	1.13	The selected bidder shall deliver Kiosks at the respective sites within Six (6) weeks for north east and within Four (4) in other parts of Country from the date of receipt of the order from the Bank, failing which the Bank reserves its right to levy liquidated damages	Due to General elections in coming months in some states and also because of ongoing pandemic, transportation is a challenge. Request bank to provide 10 weeks for North East and 8 weeks for other parts of country for delivery of kiosks.	These are temporary conditions and will be acknowledged while levying penalty/LD to bills.
70.	115	Annexure XXIV	Facility management Resource Cost	Provision to add Facility Management resource is missing in commercial bid. Kindly add	Please refer modified Annexure in corrigendum.
71.	105	Annexure XX Point 7	Local content Calculations and Self Certificate	Annexure XX contains line items related to pricing where bidder has to mention prices to arrive at Local content, this should not be part of Eligibility or technical bid. Kindly clarify if this annexure can be added in commercial bid? Request bank to provide clarity in which envelope this Annexure to be added in the bid	Annexure-XX to be submitted with Technical bid.
72.	105	Annexure XX Point 7	Sale Price of the Product	We assume that Sale price of the product asked in Annexure XX point 7 is same as TCO of the total product as per the Annexure XXIV? Kindly clarify. If this is not same as TCO, kindly let us know What is Sale price for the product in this RFP	This pertains to sale price of individual kiosk by the OEM only.
73.	105	Annexure XX Point 7	List & Total cost value of inputs used manufacture of the proposed Goods	It is unfair to bank to ask on the cost prices of all components and its suppliers list. Public Procurement Policy P-	Clause stands as per RFP.

			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)	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) doesn't ask bidder to provide its trade secrets to bank. Request bank to delete this point and adhere to guidelines by taking the self-certificate from the bidder for projects worth less than 10 crores of rupees.	
74.	108	Annexure XXII Point 5	Bidder should have executed the total order for at least 400 Barcode Based Self Service Passbook Printing Kiosks in each of the two Scheduled commercial Banks in India during the last three years collectively from the date of publication of this RFP. The order may be multiple but of a single Scheduled commercial Bank	Request bank to make it during any of the last three years. Bidder should have executed the total order for at least 400 Barcode Based Self Service Passbook Printing Kiosks in each of the two Scheduled commercial Banks in India during any of the last three years collectively from the date of publication of this RFP. The order may be multiple but of a single Scheduled commercial Bank.	Clause stands as per RFP.
75.	108	Annexure XXII Point 5	Bidder should have executed the total order for at least 400 Barcode Based Self Service Passbook Printing Kiosks in each of the two Scheduled commercial Banks in India during the last three years collectively from the date of publication of this RFP. The order may be multiple but of a single Scheduled commercial Bank	Request bank to add any other banking kiosks to the clause: Bidder should have executed the total order for at least 400 Barcode Based Self Service Passbook Printing Kiosks or any other banking kiosk in each of the two Scheduled commercial Banks in India during the last three years collectively from the date of publication of this RFP. The order may be multiple but of a single Scheduled commercial Bank	Clause stands as per RFP.
76.	39	3. Delivery and Installation	The selected bidder shall deliver the machines within Six (6) weeks in North-east and within Four weeks (4) from the date of receipt of the order from the Bank.	1.Delivery time should be start from the date of formal order with complete details of shipping locations. In case of PDI it should be start from the date of inspection.	Clause stands as per RFP.

				2. Request to provide extra 2 weeks for installation.	
77.	40	4. Payment Terms	<p>a) No advance payment will be made.</p> <p>b) For Passbook Printing Kiosk (Including Middleware) and Bar Code Machine:</p> <p>Ø 90% of the value of the equipment will be paid after delivery, completion of successful installation of the machine and the same going live on UCO Bank's network. The payment will be made on receipt of the invoices along with duly certified installation report from the respective Branch Head. Vendor has to submit the acceptance certificate as per Annexure XXVII along with invoice details.</p> <p>The balance 10% of the equipment will be paid after the warranty period or on submission of a Bank Guarantee (BG) to the Payment Authority for equivalent amount and tenure and an installation report duly certified by Branch along with acceptance certificate as per Annexure XXVII.</p>	<p>1. Some payment should be made on delivery.</p> <p>2. If installation is not done due to Bank dependency, payment should be made on Site Not Ready certificate.</p> <p>3. PBG mentioned in clause 11 on page 46 already covered the warranty period than why bank retained 10% .</p> <p>4. PBG % should not be more than 3% as per government guideline.</p>	<p>1. Clause stands as per RFP.</p> <p>2. Payment will be released as per RFP clause if SNR certificate is submitted along with delivery challan at least after 1 week of actual schedule.</p> <p>3. 10% mentioned here is not Performance Bank Guarantee, it is security money related to delivered kiosk and will be released after warranty period or on submission of Bank Gurrantee.</p> <p>4. It is already mentioned in clause 11 at page 46, PBG is 3% only.</p>

78.	45	9. Liquidated Damage	In case the delivery & installation is delayed beyond the scheduled time from the effective date, "Liquidated Damage for Late Delivery & Installation", 0.5% of undelivered equipment (s) for each calendar week of delay or part thereof subject to maximum of 10% of order value will be imposed and will be deducted from the bill amount. UCO BANK reserves it's right to recover these amounts by any mode such as adjusting from any payments to be made by UCO BANK to the bidder. Liquidated damages will be calculated per week on per site basis.	Requested to maximum LD reduced upto 5%.	Clause stands as per RFP.
79.	46	11. Performance Bank Guarantee	The Selected bidder, within 15 days from the date of letter of intent will have to furnish a Performance Bank Guarantee, format as per Annexure – V, issued by any scheduled commercial bank (other than UCO Bank) equivalent to 3% of the project cost valid for 63 months (60 months + a claim period of 3 months) effective from the date of execution of the Service Level Agreement (SLA).	Request to amend this clause accordingly: Performance Bank Guarantee, format as per Annexure – V, issued by any scheduled commercial bank (other than UCO Bank) equivalent to 3% of the project cost valid for 36 months effective from the date of execution of the Service Level Agreement (SLA). Before expiry of the above mentioned PBG Successful bidder has to submit fresh Bank guarantee covering 3% amount of Total AMC cost valid for 24 months.	Clause stands as per RFP.

80.		RFP	Site Not Ready (SNR) clause	There is no clause for SNR (Site not ready) due to customer dependency. Request to consider clause for SNR due to customer dependency. In case of SNR customer not deduct penalty and the same time payment should be made on SNR certificate.	Already clarified above in sl 77.
81.	115	11.GST	GST- TDS	If GST- TDS deducted then credit of 2% amount should be received to the state from where billing done by Vendor & credit should be given by the Invoice To state of the customer. GST TDS credit should be received in next month of deduction. Invoice wise details to be shared by Bank to Vendor after filing of return.	Bidder can follow government guideline related to GST TDS.
82.	39	4.Payment Teerms	No advance payment will be made. 90% of the value of the equipment will be paid after delivery, completion of successful installation of the machine and the same going live on UCO Bank's network. The payment will be made on receipt of the invoices along with duly certified installation report from the respective Branch Head. Vendor has to submit the acceptance certificate as per Annexure XXVII along with invoice details. The balance 10% of the equipment will be paid after the warranty period or on submission of a Bank Guarantee (BG) to the Payment Authority for equivalent amount and tenure and an installation report duly certified by	As per agreed payment term if payment is not received than interest @ 12% p.a should be charged for delayed period.	Clause stands as per RFP.

			Branch along with acceptance certificate as per Annexure XXVII		
83.	25	33 preference to Make In India	Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity in toto shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local. supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price for remaining quantity and so on , and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers then such balance quantity may also be ordered on the L1 bidder.	We request the bank also to give same purchase preference for locally manufactured in India supplier if there is no Class 1 local supplier is available.	Clause stands as per RFP.
84.	25	33	If L1 is not 'Class –I Local Supplier, the lowest bidder among the 'Class-I Local Supplier ', will be invited to match the L1 price subject to Class –I local suppliers quoted price falling with in the margin of purchase preference and the contract shall be awarded to such 'Class -I Local Supplier' subject to matching the L1 price	In case no Class 1 local supplier is available then pl. consider pass the same benefit to other local manufactured supplier also.	Clause stands as per RFP.

85.	25	33	In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier ' with the next higher bid within the margin of Purchase Preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case of none of the 'Class-1 Local Supplier' within the margin of Purchase Preference matches the L1 price, the contract may be awarded to the L1 bidder	In case no Class 1 local supplier is available then pl. consider pass the same benefit to other local manufactured supplier also.	Clause stands as per RFP.
86.	26	33	"Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.	Reuquest to consider giving purchase preference for Class 2 local supplier in case there is not class 1 local supplier is available.	Clause stands as per RFP.
87.	26	33.2- Verification of Local Content	The local supplier at the time of submission of bid shall be required to provide a certificate as per Annexure-XXXIII from the statutory auditor or cost auditor of the company	Please elaborate who is authorised to issue this certificate	Please refer clause for details.
88.	23	1. SCOPE OF THE WORK	Middleware	Required server hardware and server OS will be provided by bank Kindly confirm. Request Please confirm	Bidder has to provide end to end solution along with necessary hardware and software.
89.	110	Technical Specification 1.1	Exterior: Height- 4'6" – 5'6" feet, Width- Max 2'6" feet, Depth- 2'6" feet	Please consider depth as Max - 2'6" feet. Kindly ammend the clause accordingly	Clause stands modified as: Exterior: Height- 4'6" – 5'6" feet, Width- Max 2'6" feet, Depth- Max 2'6" feet
90.	35	1.1 Resources	One resource should be provided by bidder to manage Remote Monitoring Management System (RMMS), Interface Server, MIS, call complaints/ monitoring etc. at no extra cost to the Bank.	Please elaborate whether the resource can sit in Vendor's office and work remotely	resource to sit at Bank's site at Kolkata (on-site)

			Successful bidder is liable for a penalty of Rs.1000/- per day on unavailability of the resource. This support is required for contract period of 5 years.		
91.	37	Facility management	The FM support should be deployed at Bank's premises, for supporting the solution primarily for 8 hours (viz. 10 am to 6 pm) however in case of exigency the Bidder shall provide and maintain requisite skilled resources for extended hours as required.	Please elaborate if the FM support can work remotely from Vendor's office in this current situation	resource to sit at Bank's site at Kolkata (on-site)
92.	39	5.5.4 Pre Shipment quality Certification	Pre-shipment Quality Inspection certificate for all equipment are to be submitted along with the invoices to the Bank	Please elaborate whether Self certification will do or bank will do the inspection	Bidder will have to submit self certification. However if Bank feels in certain case then it can do the pre-shipment quality inspection.
93.	41	6. warranty	Warranty should not become void if UCO BANK buys any other supplemental hardware from a certified third party and installs it with these equipment. However, the warranty will not apply to such hardware items installed. The obligations under the warranty expressed above shall include all costs relating to labour, spares, maintenance (preventive & unscheduled) and transport charges from site to manufacturer's works and back for repair/replacement at site or any part of the equipment which under normal & proper use and maintenance proves defective in	Third party Hw / Sw will lead to problems. First of all it should not be allowed & secondly we request that we will charge bank for calls that get generated because of these 3 rd party Hw/Sw. Request to kindly ammend the clause	Clause stands as per RFP.

			design, material or fails to conform to the specifications.		
94.	41	AMC	7. Should UCO BANK decide to do so, the selected bidder is expected to maintain the machines supplied for 2 (Two) years after the expiry of warranty period. Comprehensive on-site maintenance charges, for the post warranty period, must be quoted in the Commercial Offer/bid. The selected bidder is expected to ensure same maintenance standards as during warranty period. After the expiry of AMC period (2 years after 3 years warranty), Bank reserve the right to enter into the AMC for further period of 2 years with mutually negotiated terms and conditions.	Comprehensive contract shouldn't cover Vandalism, Power Surge, Short circuits, Voltage fluctuation, Theft, Fire & Lightning & will be done on chargeable basis. BG – BG amount has to be 3% the AMC value & not the product cost for AMC beyond the period of 5 years i.e. 2 years of extended AMC & further based on banks. Kindly ammend the clasue accordingly	Clause stands as per RFP.
95.	42	uptime	Metro & State Capital Centers 99% Urban Centers (Other than Metro & State Capital Centers) 98% Semi urban & Rural Centers .Any machine including the software components/hardware equipments that are reported to be down on a given date should be repaired immediately. The resolution should not exceed 4 hours from the time of registering a complaint. The successful bidder(s) to ensure the above mentioned uptime to be calculated on monthly basis for machines. In case	Penalty to be reduced to Rs.100/- instead of Rs.250. Middleware penalty is too high – Please review and reduce the penalty	Clause stands as per RFP.

			<p>the Vendor fails to meet the required uptime, there will be a penalty of Rs. 250/- (Rupees Two hundred Fifty only) per 1% per downtime.</p> <p>For instance, if required uptime is 99% and the vendor's reported uptime of 98% then penalty will be Rs. 250.00 (Since penalty for 1% gap) for each machine per quarter.</p>		
96.	43	52-Force Majeure	<p>Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Bank as the case maybe which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:</p>	<p>Force Majeure clause should cover damages happening due to Vandalism, Theft, Fire & Lightning, Power Surge, Short circuits, Voltage fluctuation,</p>	<p>Clause is self-explanatory.</p>

Corrigendum

Reference	Original clause	Modified Clause
Part-IV-Scope of work, Clause-1.17	The selected Bidder has to obtain transit insurance cover for the Kiosks from their factory/go-down to the site and such insurance cover should be available till installation of the Kiosks/Machines at bank's desired site. The insurance cover should be available for minimum 30 days from the delivery of Kiosks/Machines.	The selected Bidder has to obtain transit insurance cover for the Kiosks from their factory/go-down to the site and such insurance cover should be available till installation of the Kiosks/Machines at bank's desired site.
Annexure-XXIII: Technical specification- Kiosk Properties: Sl. No-1.1	Exterior: Height- 4'6" – 5'6" feet, Width- Max 2'6" feet, Depth- 2'6" feet	Exterior: Height- 4'6" – 5'6" feet, Width- Max 2'6" feet, Depth- Max 2'6" feet
Annexure-XXIII: Technical specification- Cabinet: Sl. No 6.3	The Collection box must be made secure with password operated lock.	Clause Stands Deleted

Barcode based self-service Passbook Printing Kiosk (One unit) means Barcode Printer + Kiosk.

Restriction on Procurement due to National Security

This Certificate should be submitted on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory

To,

Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064

Dear Sir,

Ref : RFP for Selection of Vendor for Supply, Installation & Maintenance of 550 Barcode Based Self Service Passbook Printing Kiosks (RFP Ref No. DIT/BPR & BTD/OA/3459/2020-21 Date: 01/03/2021)

1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."
2. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; / certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

Yours Faithfully,

Authorised Signatory,
Name:
Designation:
Vendors Corporate Name:
Address:
Email:
Contact No.

Revised Commercial Bid Template (Amount in Rs.)

SL. No.	Description	Qty. (A)	Unit Price (B)	GST% (C)	GST Amount (D)	Total = A*(B+D)
1	Barcode Based Self Service Passbook Printing Kiosk with inbuilt Barcode Reader (with three year warranty) as per the technical & functional specifications given in the RFP.	550				
2	Barcode Printer (with three years warranty) as per technical Specification mentioned in RFP.	550				
3	AMC for Barcode Based Self Service Passbook Printing Kiosk 4 th & 5 th year (after warranty period of 3 year)	550				
4	AMC for Barcode code Printer for 4 th & 5 th year (after warranty period of 3 year)	550				
5	Cost for Middleware & remote Monitoring system (including required applications, Web interface & database & required licenses) (with 3 year warranty)	1				
6	AMC for Middleware & remote Monitoring system for 4 th & 5 th years (including required applications, Web interface & database & required licenses) (after warranty period of 3 year)	1				
7	1000 Barcode label and requisite cartridge for Printing	550				
8	FM Charges for 1 st Year					
9	FM Charges for 2 nd Year					
10	FM Charges for 3 rd Year					
11	FM Charges for 4 th Year					
12	FM Charges for 5 th Year					
13	Total Cost of ownership(A) (Sr. No. 1 to 7)					
14	TOTAL COST OF OWNERSHIP(A) (IN WORDS)					

**** Quantity mentioned is indicative only and actual requirement may vary requirement of the Bank at the time of deployment.**

Place.
Date.

AUTHORISED SIGNATORY
Name & Designation:

Note:

1. The calculation for arriving at TCO is properly mentioned in the appropriate columns and we confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same and it will be binding upon our company.
2. If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the Bank without any cost.
3. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
4. We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
5. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions.
6. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.
7. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
8. In case of any discrepancy between figures and words, the amount in words shall prevail.
9. Please note that any Commercial offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.
10. All prices should be quoted in (INR) only.
11. The TCO (Total cost of ownership) will be inclusive of GST and other applicable taxes. However the GST and other applicable taxes will be paid as per actuals.
12. Further Bank may go for Reverse Bidding process on TCO Basis for arriving at final L1 price, if required. In such case, detailed modality of Reverse auction (including base price etc.) shall be informed to all technically qualified bidders.

Place:**Date:****AUTHORISED SIGNATORY****Name:****Designation:****NB:: Masked commercial with "Price masked" is to be submitted with technical bid.**

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 for Supply, Installation & Maintenance of 550 Barcode Based Self Service Passbook Printing Kiosks, hereinafter referred to as Stores and / or Services.

And

M/s _____ represented by _____ Authorized 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 550 Barcode Based Self Service Passbook Printing Kiosks 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.

i. 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.

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 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.
- a. 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)

RFP for Selection of Vendor for Supply, Installation & Maintenance of 550 Barcode Based Self Service Passbook Printing Kiosks (RFP Ref No. DIT/BPR & BTD/OA/3459/2020-21 Date: 01/03/2021)

List of Zonal 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				

