

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

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

**RFP REF NO: UCO/DIT/4326/2021-22 Date: 03/03/2022**

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

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

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<b>V.</b>	Performa For Performance Bank Guarantee
<b>VI.</b>	Undertaking For Non-Blacklisting / Non-Debarment Of The Bidder
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**CONTROL SHEET TABLE**

<b>Tender Reference</b>	<b>UCO/DIT/4326/2021-22 Date: 03/03/2022</b>
<b>Cost of Tender documents</b>	<b>As mentioned in 'Part – VI'</b>
<b>Date of issue of RFP</b>	<b>03/03/2022</b>
<b>Earnest Money Deposit (EMD)</b>	<b>As mentioned in 'Part – VI'</b>
<b>Date of commencement of sale of tender document</b>	<b>03/03/2022</b>
<b>Pre Bid queries to be received only online at <a href="mailto:hodit.proc@ucobank.co.in">hodit.proc@ucobank.co.in</a></b>	<b>On or before 09/03/2022 up to 02:00 PM</b>
<b>Pre-Bid meeting /Venue</b>	<b>10/03/2022 at 12:30 AM UCO Bank, Head Office – II, Department of Information Technology (DIT), 5<sup>th</sup> Floor, 3 &amp; 4 DD Block, Sector – I, Salt Lake, Kolkata – 700 064.</b>
<b>Last date, time for submission of Bid Documents</b>	<b>24/03/2022 at 04:00 PM</b>
<b>Opening of Technical bids</b>	<b>24/03/2022 at 04:30 PM</b>
<b>Opening of Indicative commercial Bid</b>	<b>Will be informed subsequently to eligible &amp; technically qualified bidders.</b>
<b>Reverse Auction Date</b>	<b>Will be informed on later date.</b>
<b>Address of Communication</b>	<b>UCO BANK, Head Office-2 Department of Information Technology, 7<sup>th</sup> Floor, 3 &amp; 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064</b>
<b>Email Address</b>	<b><a href="mailto:hodit.proc@ucobank.co.in">hodit.proc@ucobank.co.in</a></b>
<b>Contact Telephone</b>	<b>Tel: 033 4455 9324 / 9770</b>
<b>Bids to be submitted</b>	<b>Tender box placed at: UCO BANK, Head Office-2 Department of Information Technology 5th Floor, 3 &amp; 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064</b>

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

## **PART-I**

### **1. INTRODUCTION**

UCO Bank, a body Corporate, established under The Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata- 700001, India, hereinafter called "The Bank", is one of the leading public sector Banks in India having more than 3200+ Domestic Branches, two Overseas Branches one each at Singapore & Hong Kong Centres, 2200 + ATMs & Cash Recycler Machines, 1000 + Passbook Printing Kiosk spread all over the country. All the branches of the Bank are CBS enabled through Finacle 10. x as a Core Banking Solution. Latest state of art i.e. E-Banking & M-Banking solution to facilitate our customers to fulfil their banking need 24\*7.

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

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

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

The bidder (also called the vendor or bidder through this document) appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful completion of the project. Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the scope of work.

Unless expressly overridden by the specific agreement to be entered into, between the Bank and the bidder, the RFP document shall be the governing document for arrangement between the Bank and the prospective bidder in terms of this RFP documents. The bidders should take care of submitting the bids properly filled so that the papers are not loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny.

Bidders are requested to participate in the tender process according to the time schedule mentioned in Bid-Sheet. The Eligibility bid and Technical bid will be opened first and only those bidders, deemed eligible as per the eligibility criteria mentioned in this RFP, will be shortlisted for technical evaluation; the qualified bidders will be notified separately. Indicative commercial Bid of only those short-listed-bidders, who have qualified in Technical evaluation, will be opened by the Bank, the date of which will be notified separately.

### 3. ELIGIBILITY CRITERIA.

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

SL No	Eligibility Criteria	Document to be submitted
1.	<p>Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956 or 2013 and amendments thereafter, if any for the last 3 years as on RFP issuance date.</p> <p>Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt of India.</p> <p>Company registered as MSME Entrepreneur &amp; still categorized as MSME as on RFP issuance date.</p> <p>The bidder should not be a subsidiary of a foreign company.</p>	<ol style="list-style-type: none"> <li>1. Certificate of Incorporation issued by Registrar of Companies along with</li> <li>2. Copies of Memorandum of Association</li> <li>3. Copies of Articles of Association</li> <li>4. Shareholding pattern</li> <li>5. PAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.</li> <li>6. MSME Registration certificate issued by NSIC/ any body specified by Ministry of MSME (if applicable).</li> </ol>
2.	<p>The bidder should be an OEM or their authorized representative. In case OEM participates in the tender process directly, authorized representative will not be permitted to participate in the same tender process.</p>	<p>In case of OEM, self-declaration on company letter head and duly signed by authorised signatory to be submitted.</p> <p>In case of an authorized representative, a letter of authorization (MAF) from original manufacturer must be furnished in</p>

		original duly signed & stamped (As per <b>Annexure – III</b> ). MAF should include a clause that OEM will provide support services during warranty period if the bidder authorized by them fails to perform.
3.	The bidder should have positive Net Worth in last three financial years, i.e., FY-2018-2019, 2019-2020& 2020-2021	Certificate from Chartered Accountant Stating Net Worth, Turnover and Profit/Loss for last 3 financial years. It should be in concurrence with the audited balance sheets. And Audited Balance Sheets for last 3 years, i.e., 2018-2019, 2019-2020& 2020-2021.
4.	The bidder of each group should have a minimum annual turnover of <b>Rs.15 crores</b> for each group- per year for last three financial year i.e. 2018-2019, 2019-2020& 2020-2021.	
5.	The bidder should not have been debarred / blacklisted by any Bank/Central Govt. and any of the State Govt. Organizations in India for non-performance or any other reason as on date of submission of bids is not eligible to participate.	An undertaking to this effect in the company's letterhead signed by authorized signatory.
6.	The bidder should have all India presence with Offices / Support Centers having at least two engineers in minimum 100 centers Centers where UCO Bank is having its Zonal Offices (List of Zonal offices is given in <b>Annexure - XIX</b> ) to support the branches under its command. In case the bidder is not having own office at the 100 locations as above and wishes to provide support services through partner/franchisee to those locations, a letter from the partner / franchisee should be enclosed stating that they will be providing support services to UCO bank branches/offices for purchase under this contract.	A letter of undertaking to be given by the bidder.  (Escalation matrix covering all the 42 Zones of the Bank to be provided in case of selection or at the time of evaluation)

8.	<p>The bidder should have executed orders for each group in last three financial years i.e. 2018-19, 2019-20 and 2020-21, not less than as under:</p> <table border="1" data-bbox="292 293 890 969"> <thead> <tr> <th data-bbox="292 293 491 427">Group</th><th data-bbox="499 293 691 427">Minimum order quantity executed in atleast 3 Financial Year</th><th data-bbox="699 293 890 427"></th></tr> <tr> <th data-bbox="292 439 491 741"></th><th data-bbox="499 439 691 741">Total quantity of UPS Supplied</th><th data-bbox="699 439 890 741">Out of which order executed in Government sector</th></tr> </thead> <tbody> <tr> <td data-bbox="292 752 491 790">A</td><td data-bbox="499 752 691 790">200</td><td data-bbox="699 752 890 790">100</td></tr> <tr> <td data-bbox="292 801 491 840">B</td><td data-bbox="499 801 691 840">600</td><td data-bbox="699 801 890 840">300</td></tr> <tr> <td data-bbox="292 851 491 889">C</td><td data-bbox="499 851 691 889">100</td><td data-bbox="699 851 890 889">50</td></tr> <tr> <td data-bbox="292 900 491 938">D</td><td data-bbox="499 900 691 938">20</td><td data-bbox="699 900 890 938">10</td></tr> <tr> <td data-bbox="292 949 491 981">E</td><td data-bbox="499 949 691 981">10</td><td data-bbox="699 949 890 981">5</td></tr> </tbody> </table>	Group	Minimum order quantity executed in atleast 3 Financial Year			Total quantity of UPS Supplied	Out of which order executed in Government sector	A	200	100	B	600	300	C	100	50	D	20	10	E	10	5	<p>Documentary evidence with relevant copies of Purchase Order/SLA along with Completion Certificates / Project Sign-Offs/payment invoices including names of clients with Phone and Fax numbers, E-Mail IDs etc.</p>
Group	Minimum order quantity executed in atleast 3 Financial Year																						
	Total quantity of UPS Supplied	Out of which order executed in Government sector																					
A	200	100																					
B	600	300																					
C	100	50																					
D	20	10																					
E	10	5																					
9	<p>The bidder should ensure that there are no proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of business.</p>	<p>Declaration in the letterhead of the bidder's company to that effect should be submitted.</p>																					

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

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

final, conclusive and binding upon the service provider.

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

## **PART – II**

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

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

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

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

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

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

The tender document can be downloaded from the bank's official website <https://www.ucobank.com>. The bidder downloading the tender document from the website is required to submit a non-refundable fee for an amount as mentioned in 'Part – VI' of the RFP document in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata, or NEFT at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

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

<b>Bank details for Tender Fee</b>	<b>Address for Obtaining printed copy of RFP</b>
Account Number-18700210000755 Account Name- M/s H O DIT Branch- DD Block, Salt Lake branch	UCO Bank, Head office-II, Department of Information Technology 7 <sup>th</sup> floor, 3&4 DD Block, Salt Lake City,

#### 4. EARNEST MONEY DEPOSIT

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

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

Bank Guarantee should be issued by any schedule commercial bank.

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

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

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

#### 5. REJECTION OF THE BID

The Bid is liable to be rejected if:

- 5.1** The document doesn't bear signature of authorized person on each page signed and duly stamp.
- 5.2** It is received through E-mail.



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

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

The queries for the Pre-bid Meeting should reach us in writing or by email on or before the date mentioned in the Bid Control Sheet by e-mail to [hodit.proc@ucobank.co.in](mailto:hodit.proc@ucobank.co.in). It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be made in this regard.

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting. Pre-Bid queries raised by the bidder(s) are to be submitted in the format given in Annexure-XIII

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

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

## **8. INFORMATION PROVIDED**

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

## **9. CLARIFICATION OF OFFER**

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

## **10. LATE BIDS**

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

## **11. ISSUE OF CORRIGENDUM**

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

## **12. FOR RESPONDENT ONLY**

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

## **13. DISCLAIMER**

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

## **14. SELECTION PROCESS**

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

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

## **15.MSME**

As per recommendations of Government of India (GOI), Bank has decided to waive off EMD and tender fee/cost for NSIC registered MSME entrepreneurs.

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

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

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

## **17. NO LEGAL RELATIONSHIP**

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

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

- a. UCO BANK reserves the right to accept or reject in part or full any or all offers at its sole discretion at any stage without assigning any reason thereof and without any cost or compensation therefor. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidders.
- b. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action.

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

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

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

### **AND**

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

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

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that

the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

## **21. ADDRESS OF COMMUNICATION**

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

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

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

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

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

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

- a. Cost of preparation and submission of bid document: The bidder shall bear all costs for the preparation and submission of the bid. UCO Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- b. Signing of the bid: The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a

body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

- c. Preliminary Scrutiny: UCO BANK will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.
- d. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part. In all the aforesaid matters, Bank's decision is final and conclusive.
- e. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement without assigning any reason, whatsoever and without any cost or compensation therefor.
- f. Clarification of Offers: To assist in the scrutiny, evaluation and comparison of offers/bids, UCO BANK may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder.
- g. Audit by Third Party: Bank at its discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank.
- h. Governing Laws & Jurisdiction of the Court: The provisions of this RFP and the Service Level Agreement to be executed shall be governed by the laws of India for the time being in force and the Rules made thereunder from time to time and all the dispute(s) or difference(s) arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts at KOLKATA.
- i. Publicity: Any publicity by the bidder in which the name of UCO Bank is to be used should be done only with the explicit written permission of UCO

Bank. The Vendor shall not make or allow making a public announcement or media release about any aspect of the Contract unless UCO BANK first gives the Vendor its prior written consent.

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

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

## **25. ERRORS AND OMISSIONS**

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document in the form of pre-bid queries within the time as given in control sheet.

## **26. ACCEPTANCE OF TERMS**

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

## **27. RFP RESPONSE**

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

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



## **28. NOTIFICATION**

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

## **29. ERASURES OR ALTERATIONS**

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

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

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

## **31. LANGUAGE OF BIDS**

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

## **32. AUTHORIZED SIGNATORY**

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

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

**The bidder shall furnish proof of signature identification for above purposes as required by the Bank**

### 33.SUBMISSION OF OFFER – THREE BID SYSTEM

UCO Bank will follow Three Bid System i.e. Separate Eligibility Bid – containing Eligibility Information, Tender Fee, Bid Security Declaration, certificate from Ministry of MSME (wherever required) and Pre Contract Integrity Pact (**as per Annexure – XIV**), Technical Bid – containing Technical Information and Commercial Bid – containing Price Information along with the soft copies (in non-optical storage device) duly sealed and super-scribed as – RFP for Supply, Installation and Maintenance of UPS Systems under Rate Contract (Eligibility Bid), – RFP for Supply, Installation and Maintenance of UPS Systems under Rate Contract (Technical Bid)— **Participating group A/B/C/D/E** and – RFP for Supply, Installation and Maintenance of UPS Systems under Rate Contract (Commercial Bid)— **Participating group A/B/C/D/E as per the format prescribed in Annexure – XVIII** respectively should be put in a single sealed outer cover duly sealed and super-scribed as – RFP for Supply, Installation and Maintenance of UPS Systems under Rate Contract—**Participating group A/B/C/D/E** as per the bid details given in the RFP.

Eligibility evaluation would be completed first followed by Technical & Functional evaluation. Thereafter, Price Information (Commercial Bid) of the eligible & technically qualified bidders will be opened and Lowest Bidder (L1) will be selected based on the Total Amount quoted in the commercial bid. The bids (along with soft copy preferably in non-optical drives) shall be dropped/submitted at UCO Bank's address given in Bid Control Sheet Table, on or before the date specified therein.

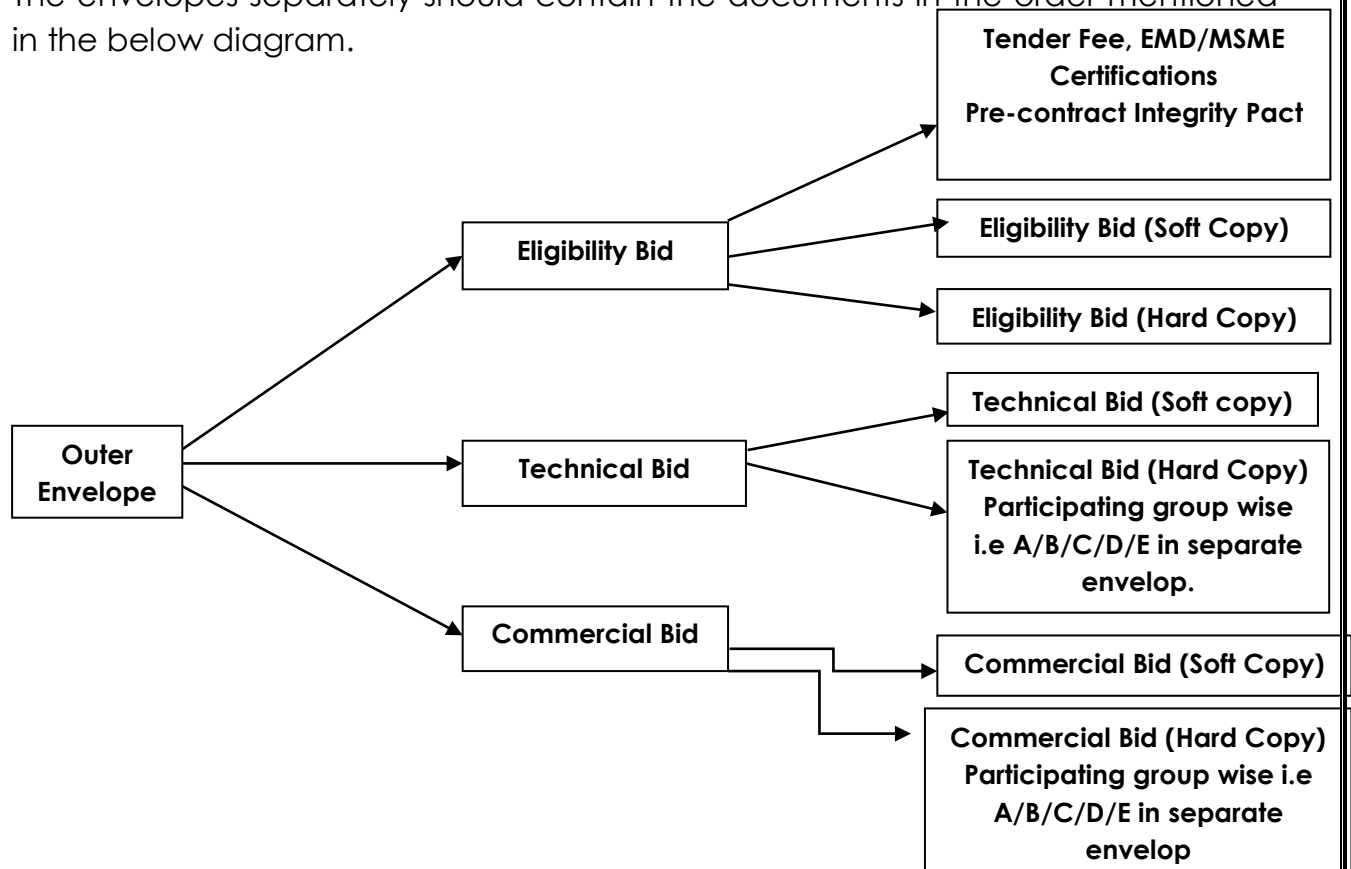
All envelopes must be super-scribed with the following information:

- Name of the Bidder
- Offer Reference
- Type of Offer (Eligibility or Technical or Commercial)

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 – XIV**). Tender Offer forwarding letter prescribed in **Annexure – I** should be submitted with the Eligibility / Technical Offer. The Eligibility and Technical offers must not contain any price information. UCO BANK, at its sole discretion, may not evaluate Eligibility or Technical Offer in case of non-submission or partial submission of eligibility or technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder. The Technical bid should have **documentary proof in support of Eligibility Criteria and Annexures**.

The entire RFP, Pre-bid responses along with all the Addendum and Corrigendum should be stamped & signed by the authorized signatory of the participating bidder and to be submitted to the Bank with all other documents as part of the Eligibility bid.

The envelopes separately should contain the documents in the order mentioned in the below diagram.



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

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

**Note:**

- a.** The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with Eligibility Bid.
- b.** One Separate envelope containing Tender Fee, Bid Security Declaration and Pre-Contract Integrity Pact should invariably be placed in Eligibility Bid envelope.

- c. If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
- d. Bidders to submit a **indicative masked commercial Bid** i.e. by hiding price in indicative commercial bid as per Annexure – XVIII with technical bid envelope to be submitted.
- e. If any inner cover / envelop of a bid is found to contain Eligibility/ Technical & Commercial Bids together then that bid will be rejected summarily.
- f. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- g. Canvassing of any kind or Bid submitted with false information will be a disqualification.
- h. The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- i. Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.
- j. Further, subsequent to the orders being placed, the Bidder shall pass on to Bank all fiscal benefits arising out of reductions in Government levies /taxes.
- k. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.
- l. Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The bidder shall not quote for the products, whose End of sale/ End of Support/ End of License has been declared by the OEM.

- m. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- n. Bids once submitted shall not be returned to the Bidder in future.  
The selected bidder must adhere to the terms of this RFP document.

#### **34.ADOPTION OF INTEGRITY PACT**

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

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

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final

payment or the duration of warrantee/guarantee. Format of IP is attached as **Annexure – XIV** for strict compliance.

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

**1. Shri Ranjan S Katoch**

A-91, Alkapuri,  
Bhopal, MP- 462022  
email: [rkatoch@nic.in](mailto:rkatoch@nic.in)

**2. Shri Hare Krushna Dash**

House.No.829,Sector 8  
Gandhinagar- 382007, Gujarat  
email: [hkdash184@gmail.com](mailto:hkdash184@gmail.com)

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

**35. PREFERENCE TO MAKE IN INDIA:**

The policy of the Govt. of India to encourage “Make in India” and promote manufacturing and production of goods and services in India, “Public Procurement (Preference to Make in India), Order 2017 and the revised order issued vide GOI, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal trade, vide Order No. P-45021/2/2017-PP (BEI) dated 04.06.2020 will be applicable for this tender.

**Purchase Preference:** In procurement of all goods, services or works in respect of which Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only “Class-I Local Supplier”, as defined under the order, shall be eligible to bid irrespective of purchase value.

In procurements of goods or works which are divisible in nature, the “Class-I Local Supplier” shall get purchase preference over “Class-II Local Supplier” as well as “Non-Local Supplier”, as per following procedure:

- 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.

In procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get Purchase Preference over 'Class-II Local Supplier' as well as 'Non Local Supplier' as per following procedure:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class – I Local Supplier ', the contract will be awarded to L1.
- 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 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-I Local Supplier' within the margin of Purchase Preference matches the L1 price, the contract may be awarded to the L1 bidder.
- "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

### **33.1 For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order):**

- "Local content" means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

- **“Class-I Local supplier”** means a supplier or service provider whose product or service offered for procurement has local content equal to or more than 50%.
- **“Class-II local supplier”** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
- **“Non-Local Supplier”** means a supplier or service provider , whose goods , services or works offered for procurement , has local content less than or equal to 20%.
- **“Margin of purchase preference”** means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

### **33.2 Verification of Local Content:**

- a. The 'Class-I local supplier'/'Class-II Local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self –certification that the item offered meets the local content requirement for 'Class –I Local Supplier'/'Class –II Local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In case of procurement for a value in excess of Rs 10 Crores , the 'Class-I Local Supplier/ 'Class-II Local Supplier ' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

The local supplier at the time of submission of bid shall be required to provide a certificate as per **Annexure-XXX** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content

The Bank shall follow all the guidelines/notifications for public procurement.

### **36. RESTRICTION ON PROCUREMENT DUE TO NATIONAL SECURITY**

Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of



Industry and Internal Trade (DPIIT). A copy of the valid Certificate to be attached with the Bid. Certificate as per the **Annexure-XXXI** to be attached along with the Bid. Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

Reference is made to Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of defense in India, or matters directly or indirectly, related thereto, including national security.

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv. The beneficial owner for the purpose of (iii) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

**Explanation:**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 1. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 3. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 4. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

**The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority**

### **37. OTHER TERMS AND CONDITIONS**

- w. **Cost of preparation and submission of bid document:** The bidder shall bear all costs for the preparation and submission of the bid. UCO Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- x. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.
- y. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.
- z. **Response of the Bid:** The Bidder should comply all the terms and conditions of RFP.
- aa. The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.
- bb. UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. UCO Bank has the right to re-issue tender/bid. UCO Bank reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. UCO Bank will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations once their offer/bid is rejected. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder.

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

There would be three (3) **stages for evaluation process.**

The Stages are:

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

### **1. ELIGIBILITY EVALUATION**

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

### **2. TECHNICAL EVALUATION**

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

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

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

### **3. COMMERCIAL EVALUATION**

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

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

the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

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

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

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

#### **5. SELECTION METHODOLOGY**

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

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

#### **6. NORMALIZATION OF BIDS**

The Bank has discretion to go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible to ensure that eligible bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the eligible bidders to re-submit the technical and commercial bids once again for scrutiny.

The resubmissions can be requested by the Bank in the following two manners:

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

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

## Part –IV

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

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

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

- 1.9** The validity of Rate Contract will be from date of issue of first purchase order to 31.03.2023 which may be extended upto maximum one year from 1<sup>st</sup> purchase order by the Bank on existing terms and conditions.
- 1.10** Bidder shall not quote products, whose End of sale/ End of Support / End of Life has been declared by the OEM as on RFP submission date.
- 1.11** Bidder to ensure that any equipment supplied as part of this RFP would not reach end of support or end of life for at least five (5) years postdate of acceptance of such equipment by the Bank. In the event if any equipment supplied by bidder, reaches either end of support or end of life as stipulated in this clause, within the period of five (5) years, Bidder shall immediately replace/upgrade the equipment at no additional cost to the Bank. (Undertaking as per Annexure-XXIX should be submitted).



## **PART-V**

### **1. ORDER DETAILS**

The purchase order will be placed by respective offices / departments in the name of selected bidder as per requirement. The payments as per the Payment Schedule covered hereinabove shall be paid by the respective offices / departments who have issued Purchase Orders. However, Payment of the Bills would be done on quarterly basis.

### **2. DELIVERY AND INSTALLATION**

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

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

- a) 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.
- b) All the equipment supplied by the Bidder shall be legal and Bidder shall give indemnity to that effect.
- c) The equipment are considered accepted (Commissioned and Operationalized) after signing the Acceptance Test document jointly by the representatives from the Bank and the selected bidder. The component level checking for individual item (make & model as per bid document) may be included during the acceptance test. Upon satisfactory installation of the equipment, vendor should obtain signed installation certificate from the Bank Official after making the stock entry at their end and specify the same in the installation certificate. The same shall be submitted by the vendor along with the bills for payment.
- d) The Bank reserves the right to shift the equipment to other locations in case of exigencies. In such cases the vendor has to arrange shifting of the equipment and install the same at the new location. In case of shifting of the hardware the vendor will arrange for shifting at mutually agreed shifting

charges. Cost for obtaining necessary road permits and other related permits will be the responsibility of selected bidder.

- e) At the destination site, the cartons will be opened only in the presence of Bank Officials and Vendor's representative.
- f) Inventories at all their service locations shall be maintained by the vendor(s) for immediate replacement of Hardware items in case of faults / failures.
- g) A sticker mentioning the date of installation and the period of warranty along with the Name of the Vendor and the Service Support Call Centre Number must be pasted on each equipment. This is mandatory at the time of installation of the system, the compliance of which must be reported in the installation report.

### 3. CONTRACT PERIOD

The tenure of the Project Contract will be for a period of **6 (Six) years (effectively 5 years (3 years' warranty + 2 years' AMC) from the date of purchase order issued for the individual items)** effective from the date of execution of the SLA unless terminated earlier by the Bank by serving 30 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor.

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

### 4. WARRANTY

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

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

(Resolution time). In case of vendor failing above standards, a standby arrangement should be provided till the machine is repaired.

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

## **5. ANNUAL MAINTENANCE CONTRACT**

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

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

## **6. PREVENTIVE MAINTENANCE**

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

## **7. INSURANCE**

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

## **8. COMPLETENESS OF THE CONTRACT**

The contract will be deemed as incomplete if any component of the item mentioned in scope of work and technical requirement as per **Annexure - XVII** of

this tender or any documentation / media relating thereto is not delivered, or is delivered but not installed and /or not operational or not acceptable to the Indenter after acceptance testing / examination. In such an event, the supply and installation will be termed as incomplete and it will not be accepted and the warranty period will not commence. The Warranty period will commence only on acceptance (based on acceptance test) of equipment by the Indenter

## **9. ACCEPTANCE BY THE BANK**

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

## **10. VERIFICATION**

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

## **11. SUPPORT**

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

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

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

## **13. REPEATED FAILURE**

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

## **14. PATENT RIGHTS**

- a) The supplier shall indemnify the purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.

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

## **15. PRICE**

- a)** The Price Bid should be exclusive of GST and other applicable taxes and all taxes will be paid on actual during payment of bills.
- b)** The bidder shall keep the price valid from first date of issue of purchase order to 31.03.2023. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.
- c)** Prices quoted by the Bidder shall be in Indian Rupees and not subject to any price escalation, if the order is placed within the validity period.

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

## **16. PAYMENT TERMS**

- a.** No advance payment will be made.
- b. 90% of the order value** along with GST and other applicable duties on actual basis will be paid on delivery, installation and acceptance of ordered items, after realizing penalty charges for late delivery and / or late installation, if any. The claim for payment should contain proof of delivery, installation note & User Acceptance Report signed by an authorized official of the bank / branch at the respective sites etc.

- c. In case, the item is delivered but the installation is delayed on account of site not ready, 70% payment may be released on production of site not ready (SNR) certificate from the concerned Site and rest 20% of the order value after completion of the installation and commissioning as mentioned above
- d. **10% of the order value** (i.e. the residual amount) will be paid after completion of 3 month of installation and acceptance of ordered items
- e. The AMC amount to be paid towards facilities of AMC as mentioned below is to be paid quarterly at the end of each quarter on pro-rata basis.

## **17. PENALTY CHARGES**

- a) The selected bidder should provide onsite support at any location in India as per **Annexure – XIX** as and when required within maximum next 2 working days from the date of complaint lodged by Bank. In case of any non-compliance of above support, the vendor will become liable for penalty of 0.5% or Rs250 per day (whichever is higher) of affected equipment cost on per day basis and penalty amount will be accumulated and will be deducted either from AMC amounts of 4<sup>th</sup> and 5<sup>th</sup> years or the PBG submitted by the bidder.
- b) Notwithstanding anything contained above, no such penalty will be chargeable on the Vendor under the above clauses for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.
- c) The sum total of penalties will not exceed 10% of the cost of affected device. Thereafter, Performance Bank Guarantee may be revoked.
- d) The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- e) Bank may recover such amount of penalty from any payment being released to the vendor, irrespective of the fact whether such payment is relating to this contract or otherwise.
- f) If any act or failure by the bidder under the agreement results in failure or inoperability of resources and if the Bank has to take corrective actions to ensure functionality of the same, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

- g) Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the resources provided by the Bidder.
- h) The Bank shall implement all penalty clauses after giving due notice to the bidder.
- i) If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- j) As per Warranty Terms, all the items mentioned in Part - IV should be repaired within 48 hours. In case of vendor failing above standards, a standby arrangement should be provided till the machine is repaired (of equivalent or higher configuration). Down time will be calculated from the time of break-down message (i.e. first call made or e-mail sent to service engineer / call center) till the system becomes functional or standby is provided. Public Holidays as declared at the respective centers are excluded for the above downtime calculation. The Vendor will provide onsite service of the equipment (except spares) once every 3 months during the warranty period.

## **18. LIQUIDATED DAMAGE**

Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the price of undelivered portion/ not installed services of per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total cost of ownership. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the Bidder or from the performance Bank Guarantee. Liquidated damages will be calculated per week basis. Dispatch details shall be shared by the bidder regularly after handing over the consignment to the concerned Courier Agency/Indian Postal services.

The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder. Bank may invoke the Bank Guarantee for further delay in in delivery & migration.

## **19. PAYING AUTHORITY**

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

Following Documents are to be submitted for Payment:

- Invoice in Triplicate
- Duly receipted Delivery Challans
- Original Octroi Receipts, if any
- Installation Report, counter signed by an authorized official from the delivery site

The bank reserves the right to cancel the order placed on the selected bidder and realize compensation on the following circumstances:

- a) The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.
- b) The bidder goes into liquidation voluntarily or otherwise.
- c) An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.
- d) The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.
- e) If deductions on account of liquidated damages exceed more than 10% of the total order price.
- f) In case the bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder.
- g) If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 90 days' notice for the same. In this event the bidder is bound to make good the additional expenditure, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.
- h) UCO Bank reserves the right to recover any dues payable by the bidder from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.
- i) Non-compliance of the scope of the job.
- j) Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.

## **20. 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 **75 months (72 months + a claim period of 3 months)** from the date of Letter of Intent(LOI). However, the selected bidder may have to extend the validity of the Performance Bank Guarantee for a period of AMC/ATS as required by the Bank. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.

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

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

In case the contract is getting extended, the selected bidder shall submit the Bank Guarantee of 10% of the project cost of that period of time with a validity of the extension period with 3 months claim period.

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

## **21. PRICE VALIDITY**

- a. The Price Bid must include GST and other applicable taxes.
- b. The bidder shall keep the price valid for a period up to the period of rate contract (i.e. 31.03.2023) or extension any thereon. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.
- c. Prices quoted by the Bidder shall be in Indian Rupees and not subject to any price escalation, if the order is placed within the validity period.

## **22. SINGLE POINT OF CONTACT**

The selected bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP.

## **23. RIGHT TO ALTER QUANTITIES**

The Bank reserves the right to alter the number of hardware hardware/software/licenses specified in the tender in the event of changes in

plans of the Bank. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder. The bank reserves the right to place order for additional hardware/software/licenses at the agreed price during the contract period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the hardware/software/licenses as mentioned above. Bank reserves the right to alter the quantities at any time **not exceeding 25% of the total contract value** without prior notice to the selected bidder(s). Quantity mentioned in Annexure VI is indicative only and Bank offers no commitment for minimum orders in each group item.

#### **24. PRELIMINARY SCRUTINY**

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

#### **25. AWARD OF CONTRACT**

The bidder who qualifies in the technical evaluation will qualify for commercial evaluation. The bidder whose bid has been determined to be responsive and who quotes the lowest price will be treated as L1 Bidder.

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

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

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

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

## **26. TAXES**

- a.** Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.
- b.** The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.
- c.** Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.
- d.** Bidder shall co-operate fully in the defense of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the selected bidder.

## **27. CONFIDENTIALITY AND SECRECY**

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended

document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

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

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

Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

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

## **28. COMPLIANCE WITH LAWS**

The Vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank **about all laws in force or as are or as made applicable in future**, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this **Contract** and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may Occurs or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

**All the employees/operator deployed by the Vendor for the digitization activity must comply with government's rules and regulations like Minimum Wages Act, Provident Fund, Labour Law, ESIC facility standard, CVC / RBI guidelines.**

**This indemnification is only a remedy for the Bank. The Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.**

**The Vendor confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000 as amended from time to time or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligation's towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that**

may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligation's arising therefrom.

The Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel/ representatives(agents from and against all claims or demands of liability and all consequences that may Occurs or arise for any default or failure on its part to conform or comply with the above and all other statutory obligation's arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Vendor.

The Vendor shall also provide a certificate from Statutory Auditor or Cost Auditor of the Company or from practicing Cost Accountant giving the percentage local contents as defined in PPP order issued by GOI from time to time and applicable for the said procurement/project

## **29.FORCE MAJEURE**

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

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics,
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area,

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above.

## **30.COMPLETENESS OF THE PROJECT**

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

### 31. ACCEPTANCE TESTING

The Bank will carry out the acceptance tests as per Scope of work Part – IV supplied & implemented by the selected bidder as a part of the Project. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products and the vendor would need to provision insurance of those items till successful acceptance. The Bank at its discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests at the relevant sites in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.

### 32. ORDER CANCELLATION/ TERMINATION

The Bank reserves its right to cancel/terminate the Order/Agreement in the event of occurrence of one or more of the following circumstances, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- a) The **selected Bidder/Vendor** commits a breach of any of the terms and conditions of the Letter of Intent/Purchase Order/Agreement;
- b) The selected Bidder/Vendor violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.,;
- c) Serious discrepancy in the quality of service of selected Bidder/Vendor expected during the implementation, rollout and subsequent maintenance process;
- d) The selected Bidder/Vendor goes into liquidation voluntarily or otherwise;
- e) An attachment is levied or continues to be levied upon the selected Bidder/Vendor for a continuous period of 7 days upon the effects of the order;
- f) The progress regarding execution of the order by the selected Bidder/Vendor is found to be unsatisfactory;
- g) Non-compliance by the selected Bidder/Vendor of the scope of the job;
- h) Repetitive failure of the deployed personnel of the **selected** Bidder/Vendor to perform the job to the satisfaction of the Bank;

i) The selected Bidder/Vendor fails to complete the assignment as per the timelines prescribed in the Work Order/ said Agreement/Contract and the extension, if any allowed.

j) On the events of data piracy/privacy/system failures/security failures by the selected Bidder/Vendor;

k) If deductions on account of liquidated damages exceed more than 10% of the total order price.

In case of cancellation/termination of Order/Agreement due to the above stated situations, the following consequences will entail:

**i. In case the selected Bidder/Vendor fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverables from alternate sources at the risk, cost and responsibility of the selected Bidder/Vendor with the capping of 125% of the original quoted cost for such deliverable.**

**ii. If the selected Bidder/Vendor does not perform satisfactorily or delays in execution of contract, UCO Bank reserves the right to get the balance order executed by another party of its choice, in this event the selected Bidder/Vendor is bound to make good with the capping of 125% of the original quoted cost for such deliverable, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.**

iii. UCO Bank reserves the right to recover any dues payable by the selected Bidder/Vendor under the contract from any amount outstanding to the credit of the selected Bidder/Vendor, including the bills and /or invoking the Performance Bank Guarantee under this Agreement.

iv. In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the selected Bidder/Vendor for implementation of project, would necessarily have to be returned to the Bank. If the selected Bidder/Vendor fails to return such payment within thirty (30) days, then the selected Bidder/Vendor have to return the amount to the Bank with interest @ 15% per annum, further the selected Bidder/Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.



v. The selected Bidder/Vendor shall be liable under this section if the contract/ purchase order has been cancelled in case the sum total of penalties and deliverables exceeds 10% of the TCO.

In case of order cancellation/termination, Bank will notify the selected Bidder/Vendor within Ninety (90) days' notice period inclusive of Thirty (30) days cure period before cancellation/termination of the Order/Agreement. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of cure period of Thirty (30) days, if the selected Bidder/Vendor fails to cure within Thirty (30) days time the notice for cancellation will become absolute. For the sake of clarity, the period of 90 (Ninety) days will begin from the date of receipt of termination/cancellation notice in accordance with Notice Clause (in Part-V) of this Agreement. Any other mode of communicating **the** termination/cancellation of the Agreement will be deemed to be invalid.

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

### **33. INDEMNITY**

In consideration of the Bank having agreed to accept our offer in terms of Request for Proposal No. \_\_\_\_\_ Date: \_\_\_\_\_, we the Bidder herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgments, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said RFP and any damage caused from and against all suits and other actions that maybe instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to omission or commission of any act on our part and/or on the part of our employees, representatives, agents and/or associates, sub-contractors in performance of the obligations enumerated under the said Request for Proposal.

We the Bidder further irrevocably and unconditionally agree and undertake to hold the Bank harmless, indemnify and keep the Bank indemnified from any of its following acts and deeds, irrespective of the value, genuineness or enforceability of the aforesaid Contract/Agreement or insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO Bank or us or any other

circumstance whatsoever which might otherwise constitute a discharge of the Bidder:

a. material breach of any of the terms of the RFP/ SLA or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty or breach of confidentiality etc., of the service provider under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;

b. infringement of any intellectual property right, patents, trademarks, copyrights etc., including any claims of infringement of any third-party copyright, patents or other intellectual property and/or any third party claims on the Bank for malfunctioning of the equipment, software or deliverables or usage of any license, or such other statutory infringement in respect of all components provided to fulfill the scope of work under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;

**PROVIDED HOWEVER (i) Bank notifies BIDDER in writing within .....15 days..... of the claim and/ or Bidder is having knowledge of the same and/or reasonably it should be in notice of the bidder (ii) BIDDER will have control of the defense and all related settlement negotiations, however, if Bank, deem fit and proper may take control of the defense (iii) Bank provides BIDDER with the assistance, information, and authority reasonably necessary to perform the above, and (iv) the Bank will not make any statements, admissions or public remarks which may prejudice to the interest of the bidder.**

#### **Exclusion:**

**Bidder shall not be obligated or liable under any provision of this Agreement for any performance problem, claim of infringement or other matter to the extent same is resulting, in whole or in part, from: (i) any modification of any Solution (other than a modification made solely by Bidder); (ii) any use of a Solution in breach of the Agreement; (iii) any combination of the Solution with any other software, hardware, product, technology, data or services; (iv) any use of any version of a Solution other than the Supported Release;**

**Bank's failure to implement corrections or changes to a Solution provided by Bidder/ Bidder; (vi) Bank's failure to subscribe to support and maintenance if then offered for the Solution; (vii) any Embedded Software; (viii) any transaction processed on behalf of Bank or its affiliates, users, or customers, including any credit, fraud or counterfeit losses; or (ix) any negligence, wrongful act, or breach of the Agreement by Bank or its Authorized Recipients, users or Customers.**

**“Embedded Software” shall mean embedded or bundled third-party software, including open source software. A ‘Release’ means the periodic provision of updates or modifications which Bidder, in its discretion, may incorporate into the Solution. A ‘Supported Release’ shall mean the immediately preceding Release, or other Releases made available in the previous twelve (12) months)**

**If any infringement claim is raised by any third party or any person, the Bidder will have the following remedial measures at their expenses:**

- **modify or replace all or part (s) of the Solution to make it non-infringing;**
- **procure for the Bank the right/license to continue using the Solution; or**
- **remove all or part (s) of the Solution. If the Vendor so removes all or a part (s) of a Solution, then the Vendor shall refund the same to the Bank in proportion, if Bank has paid a one-time upfront initial license fee for the Software.**

**However, it is clarified that this remedy will not curtail any of Bank's rights under this Agreement.**

c. for any loss or damages caused to the Bank's premises or property, loss of reputation & loss of life etc., solely attributable due to the acts of the Bidder/Bidder's employees, representatives, agents and/or associates;

d. non-compliance of the Bidder with the applicable laws and/or statutory obligations, if any, in performing its duties as a service provider under the said Request for Proposal and Service Level Agreement/Contract/Master Service

Level Agreement;

e. Gross Negligence or wilful misconduct attributable to the Bidder, its employees, representatives, agents and/or associates or any liabilities which pose significant risk;

We shall not enter into any settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the rights, interest and reputation of the Bank (and/or its customers, users and service providers).

**Service Provider will not be liable for any loss of profits, revenue, contracts or anticipated savings or and consequential or indirect loss or damages however caused.**

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

Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either Party at the address stated in the previously mentioned Agreement/Contract.

We hereby declare that this Indemnity is in addition to the Liquidated Damages as provided in these presents.

### **34. PUBLICITY**

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

### **35. PRIVACY AND SECURITY SAFEGUARDS**

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

### **36. TECHNOLOGICAL ADVANCEMENTS**

The Selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time.

### **37. GUARANTEES**

Selected bidder should guarantee that all the material supplied as deemed suitable for the delivery and management for the RFP for Supply, Installation and Maintenance of UPS Systems under Rate Contract. All hardware and software must be supplied with their original and complete printed documentation.

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

The Bank reserves the right to cancel the said Agreement/Contract in the event of happening one or more of the following conditions:

- a) Failure of the selected bidder/Vendor to accept the Letter of Intent/Purchase Order and/or failure to furnish the Performance Bank Guarantee within a period of fifteen (15) days of receipt of Letter of Intent/Purchase Order;
- b) Delay in commissioning the Project beyond the specified period;
- c) Delay in completion of the commissioning/implementation and acceptance tests/ checks beyond the specified periods;

Bank will notify the selected bidder/Vendor with Ninety (90) days notice inclusive of a cure period of thirty (30) days before cancellation/termination. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of a cure period of thirty (30) days, if the Vendor fails to cure within thirty (30) days' time, then the notice for cancellation will become absolute. For the sake of clarity, the period of Ninety (90) days will begin from the date of receipt of termination/cancellation notice in accordance with Clause no. 48 (in Part-V) of this Agreement. Any other mode of communicating termination/cancellation of the Agreement will be deemed to be invalid.

In addition to the cancellation of Purchase Order/said Agreement/Contract, the Bank reserves the right to appropriate the damages through invocation of Performance Bank Guarantee furnished by the selected bidder/Vendor.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Vendor will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of six (6) to twelve (12) months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the Vendor shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Vendor to the Bank or its designate

to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

**The reverse transition period may or may not be within the contract period. In case the reverse transition period falls within the contract period, all the terms & conditions, scope of work mentioned in the contract will hold good along with smooth handover and transitioning of Bank's deliverables to the Bank or its designates/nominees and no extra payment shall be paid by the Bank for such reverse transition.**

**However, if the reverse transition mechanism to be adopted after the expiry of the contract period, the Bank and the Vendor shall together prepare the Reverse Transition Plan for smooth handover and transitioning of Bank's deliverables to the Bank or its designates/nominees including maintenance and facility management. Though in such case the Bank shall have the sole authority to ascertain whether such Plan has been complied with, but the payment for such reverse transition would be determined on pro rata basis or on mutual consent of the Parties.**

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- i. Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;
- ii. Delay in offering;
- iii. Delay in commissioning project beyond the specified period;
- iv. Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
- v. Serious discrepancy in project noticed during the testing;
- vi. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- vii. Serious discrepancy in completion of project.
- viii. Serious discrepancy in maintenance of project.

**Bank shall notify selected bidder with 90 days' notice period inclusive of 30 days cure period before cancellation of the Order. 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.**

**In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Selected Bidder.**

### **39. TERMINATION FOR CONVENIENCE**

The Bank, by a written notice for a period of ninety (90) days sent to the selected Bidder/Vendor, may terminate the said Agreement/Contract, in whole or in part, at any time at 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 Agreement/Contract is terminated and the date upon which such termination becomes effective.

### **40. TERMINATION FOR INSOLVENCY**

The Bank may at any time terminate the Contract by giving written notice **(90 days' notice period)** to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

### **41. TERMINATION FOR DEFAULT**

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

**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.**

### **42. CONSEQUENCES OF TERMINATION**

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), UCO Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the

obligations of the erstwhile Vendor in relation to the execution / continued execution of the scope of the Contract.

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

Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to UCO Bank under law or otherwise.

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

#### **43. 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 Empanelment or within such extended period as may be specified.

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.

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

UCO Bank reserves its right to carry out a technical inspection and performance evaluation (bench-marking) of the offered item(s). Bank may instruct eligible bidders to make technical presentation at Bank's Head Office, Kolkata for the proposed solution / service. Bidders will have to make such presentation at their own cost.



The bidders will be required to demonstrate the features of the proposed solution covering all the requirements mentioned in the "scope of work" as part of technical evaluation. Non-compliance of any point will lead to rejection of the bid.

#### **45. VERIFICATION**

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

#### **46. DISPUTE RESOLUTION MECHANISM**

- a. The Bidder and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
  - i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
  - ii. The matter will be referred for negotiation between Deputy General Manager of The Bank / Purchaser and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- b. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- c. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- d. The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of

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

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

#### **47. ARBITRATION**

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

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

#### **48. APPLICABLE LAW AND JURISDICTION OF COURT**

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

## 49. NOTICES

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

## 50. LIMITATION OF LIABILITY

- i. For breach of any obligation mentioned in this document, subject to point no. (iii), in no event the Vendor shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total project cost/contract value.
- ii. The **selected Bidder/Vendor** will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of **the loss caused to the Bank**.
- iii. The limitations set forth in point no. (i) shall not apply with respect to:
  - a) claims that are the subject of indemnification pursuant to violation of Intellectual Property Rights and Ownership.
  - b) **damages occasioned by the gross negligence or wilful misconduct of selected Bidder/Vendor.**
  - c) damages occasioned by the **selected Bidder/Vendor** for breach of confidentiality obligations.
  - d) Regulatory or statutory **penalty** imposed by the Government or **any** Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the **Project**.
- iv) **The selected Bidder/Vendor will not be liable for any loss of profits, revenue, contracts or anticipated savings or and consequential or indirect loss or damages however caused.**

**“Gross Negligence”** means an indifference to, and/or a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause

foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.

**“Wilful Misconduct”** means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other y, but shall not include any error of judgment or mistake made in good faith.

## **51. AMENDMENT(S) IN THE CONTRACT / SERVICE LEVEL AGREEMENT**

There shall be no variation(s) in or modification(s) in the terms of the Contract/ Service Level Agreement save and except by a written mutual consent signed by both the Parties i.e. the Bank and Vendor. Bank shall have the discretion/liberty to give effect to any amendment, modification etc. in the Contract/Service Level Agreement, if so required by Bank, sequel to any amendment(s)/ modification(s) etc. in the applicable Laws/Statutes including but not limited to amendment(s)/ modification(s) etc. in the existing Guidelines/ Instructions issued/to be issued by any Regulatory Authority.

## **52. SEVERABILITY**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any Applicable Law, and if the rights or obligations of the Parties under this Contract/ Service Level Agreement will not be materially and adversely affected thereby (a) such provision will be fully severable; (b) this Contract/Service Level Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never been comprised a part hereof; and (c) the remaining provisions of this Contract/ Service Level Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

## **53. BLACKLISTING**

### **GROUND(S) FOR DISQUALIFICATION & BLACKLISTING**

- (A)** Notwithstanding anything contained in this document, any Bidder/selected Vendor shall be disqualified when –
- i. any Bidder who have been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other

Regulatory/Statutory Authority as on date of the publication of this Tender/Procurement;

- ii. any bidder whose Contract/Agreement with any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority has been terminated before the expiry of the Contract/Agreement for breach of any terms and conditions at any point of time during the last five years;
- iii. any Bidder whose Earnest Money Deposit and/or Security Deposit have been forfeited by any Bank / Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory/Statutory Authority, during the last five years, for breach of any terms and conditions.

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

Commission of any act of:

- i) submission of a bid, proposal or any other document that is known or should be known by the Bidder to be false, misleading or non- meritorious or to contain false information or concealment of information which will influence the outcome of the eligibility screening/selection process;
- ii) any documented unsolicited attempt by the Bidder to unduly influence the decision making process of the Bank while determining the eligibility screening/selection process in favour of the Bidder;
- iii) unauthorized use of one's name or using the name of another for purpose of bidding;
- iv) breach of the terms of a public contract by a wilful or material failure to perform in accordance with the terms thereof;
- v) withdrawal of a bid, or refusal to accept an award, or enter into contract with any Bank/Financial Institution/Central Government/State Government/ any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory Authority without any justifiable cause, after the Bidder had

been adjudged as having submitted the lowest calculated Responsive Bid or highest rated Responsive Bid;

- vi)** refusal or failure to furnish the required performance security within the prescribed time frame;
- vii)** refusal to clarify or validate the Bid submitted, in writing, within a period of seven (7) calendar days from receipt of the request for clarification if sought by the Bank;
- viii)** that may tend to defeat the purpose of the competitive bidding, such as but not limited to; an eligible Bidder not purchasing the bid documents or not complying with the requirements during the evaluation of bid or habitually withdrawing from bidding or submitting letter of non-participation for at least three (3) times within a year, except for valid reasons;
- ix)** lack of integrity or honesty or fraud, bribery, collusion or conspiracy;
- x)** failure by the Bidder/Vendor, due to solely his fault or negligence, to mobilize and commence the work or perform within the specified time period, as specified in the Tender Document, including but not limited to the Request for Proposal/ Request for Quotation/ Agreement/Letter of Intention/Purchase Order etc.,;
- xi)** failure by the Bidder/Vendor to fully and faithfully comply with its contractual obligations without valid cause, or failure to comply with any written lawful instruction of the Bank or its representative(s) pursuant to the implementation of the Contract, which may include but not limited to the following:
  - a. Employment of competent technical personal, competent engineers and/or work supervisors;
  - b. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
  - c. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
  - d. Deployment of committed equipment, facilities, support staff and manpower; and

e. Renewal of effectively date of the performance security after its expiry during the tenure of the Contract.

**xii)** assignment and subcontracting the Contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Bank;

**xiii)** for the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract;

**xiv)** for the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence. The poor performance of the Consultant can include and may not be limited to defective design resulting in substantial corrective works in design and/or construction, failure to deliver critical outputs due to consultant's fault or negligence, specifying materials which are inappropriate, substandard, or way above acceptable standards, allowing defective workmanship or works by the contractor being supervised by the consultant etc.,

**xv)** for the procurement of infrastructure projects, poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as per the existing performance monitoring system of the Bank shall be applied, quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence, willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

**(C)** Any parameters described, *supra*, attributable to any Partner/Director shall be construed as disqualification for the Firm/Company, as the case may be.

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

## **54. NON-DISCLOSURE**

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

- a.** That the bidder will treat the confidential information as confidential and shall not disclose to any third party. The bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- b.** That the bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- c.** That if the bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.

That the bidder will strictly maintain the secrecy of Bank's data.



**PART – VI**

**REQUIREMENT OF ITEMS (ROI)**

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

Item Group	Particulars of the Items	Estimated Quantity	Cost of RFP (In Rs.) ( <u>Tender Document Fee</u> )	EMD Amount (In Rs.)
A	UPS – 2 KVA / 1600W (4-hours backup on full load)	200	10,000	4,00,000
B	UPS – 3 KVA / 2400W (1-hour backup on full load)	600	10,000	8,00,000
C	UPS – 5 KVA / 4000W (1-hour backup on full load)	100	10,000	1,50,000
D	UPS – 10 KVA / 8000W (1-hour backup on full load)	20	10,000	1,00,000
E	UPS – 20 KVA / 16000W (1-hour backup on full load)	10	10,000	50,000

**Note:** i) The above requirement is based on current assessment and may vary as per the Bank's actual requirements.  
ii) Quantity mentioned above is indicative only and Bank offers no commitment for minimum orders in each group item.

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

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

Dear Sir,

**Sub: RFP for Supply, Installation and Maintenance of UPS Systems under Rate Contract**

**(RFP Ref. No UCO/DIT/4326/2021-22 Date: 03/03/2022)**

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

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

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

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

We enclose herewith the following:-

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

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

Yours faithfully,

Authorized Signatory

(Name & Designation, seal of the firm)

Date:

**General Details of the Bidder****A. Profile of Bidder**

1. Name of bidder:
2. Location  
Regd. Office:  
Controlling Office:
3. Constitution
4. Date of incorporation & date of commencement of business:
5. Share holding pattern:
6. Major change in Management in last three years
7. Names of Banker /s

**B. Financial Position of Bidder for the last three financial years**

	2018-19	2019-20	2020-21
Net Worth			
Turnover			
Net Profit (Profit After Tax)			

**N.B. Enclose copies of Audited Balance Sheets along with enclosures****C. Proposed Service details in brief**

- Description of service :
- Details of similar service provided:

**Details of Experience in the field of (Supply, Installation & Maintenance of UPS System)**

Organisations		
Name of Organization	Period	
	From	To

**N.B. Enclose copies of Purchase Orders and references.****Place:****Date:****AUTHORISED SIGNATORY****Name:****Designation:**

**MANUFACTURER AUTHORISATION FORM (MAF)**

To,  
**Deputy General Manager (DIT, BPR & BTD)**  
**UCO Bank, Head Office-II**  
**Department of Information Technology,**  
**5<sup>th</sup> Floor, 3 & 4 DD Block, Sector -1,**  
**Salt Lake, Kolkata -700064**

Dear Sir,

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

We hereby extend our guarantee/ warranty and AMC as per terms and conditions of the RFP No .....and the contract for the equipment and services offered for supply against this RFP No..... By the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No.....In respect of such equipment and services. We undertake to provide back-to-back support for spares and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as AMC period if the above bidder authorized by us fails to perform in terms of the RFP.

Yours Faithfully

Authorised Signatory

Name:

Phone No.:

Fax:

E-mail:

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

**EMD (EARNEST MONEY DEPOSIT) FORMAT**

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

Dear Sir(s),

**Sub: RFP for Supply, Installation and Maintenance of UPS Systems under Rate Contract**

**(RFP Ref. No UCO/DIT/4326/2021-22 Date: 03/03/2022)**

In response to your RFP For Supply, Installation & Maintenance of **UPS Systems (Rate Contract)** RFP REF NO: **UCO/DIT/4326/2021-22 Date: 03/03/2022** (M/s\_\_\_\_\_ having their registered office at \_\_\_\_\_(hereinafter called the 'Vendor') wish to respond to the said Request for Proposal (RFP) for self and other associated vendors and submit the proposal for RFP for Supply, Installation & Maintenance of UPS Systems under Rate Contract. RFP REF NO: **UCO/DIT/4326/2021-22 Date: 03/03/2022** and to provide related services as listed in the RFP document.

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

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

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

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

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

Notwithstanding anything contained herein:

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

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

**PERFORMANCE BANK GUARANTEE FORMAT**

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

Dear Sir(s),

**Sub: RFP for Supply, Installation and Maintenance of UPS Systems under Rate  
Contract**

**(RFP Ref. No UCO/DIT/4326/2021-22 Date: 03/03/2022)**

WHEREAS, The UCO Bank, having its Head Office at 10 B.T.M Sarani, Kolkata - 700001 (hereinafter called the 'Bank') has invited Bids for the RFP For Supply, Installation & Maintenance of UPS Systems (Rate Contract). RFP REF NO: UCO/DIT/4326/2021-22 Date: 03/03/2022 on the terms and conditions mentioned in the Bid document.

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

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

NOW THIS GUARANTEE WITNESSETH

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

2. We also agree to undertake to and confirm that the sum not exceeding Rs \_\_\_\_\_ as aforesaid shall be paid by us without any demur or protest, merely on demand from the UCO Bank on receipt of a notice in writing stating



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

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

We hereby further agree that –

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

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

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

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

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

Yours' faithfully,

For and on behalf of

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

Authorised official.

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

**UNDERTAKING FOR NON-BLACKLISTING / NON-DEBARMENT OF THE BIDDER  
TO BE STAMPED AS A DECLARATION & DULY ATTESTED BY A NOTARY**

**Sub: RFP for Supply, Installation & Maintenance of UPS system (Rate Contract).**  
**RFP REF NO: UCO/DIT/4326/2021-22 Date: 03/03/2022**

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

**(OR)**

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

- 5) I/We declare that no proceedings/inquiries/investigations have commenced/pending against me/us by any Statutory Authority/Regulatory Agency/Investigating Agency which may result in liquidation of company/firm/proprietorship concern and/or may act as deterrent on the continuity of business and/or may hamper in providing the said services, as envisaged in this document.
- 6) I/We further hereby declare that no legal action is pending against me/us for any cause in any legal jurisdiction.

- 7) I/We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within the stipulated time.

**\*STRIKE OUT WHICH IS INAPPLICABLE**

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

Signature (1) ..... (2) .....

(duly authorized to sign)

Name:.....

Capacity in which as executed:.....

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

Seal of the Bidder to be affixed
----------------------------------

**Undertaking to abide by all by-laws / rules / regulations**

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

To,

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

**UCO Bank, Head Office-II**

**Department of Information Technology,**

**5<sup>th</sup> Floor, 3 & 4 DD Block, Sector – 1**

**Salt Lake, Kolkata – 700064.**

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

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

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref. No: UCO/DIT/4326/2021-22 Date: 03/03/2022 including all annexure, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the annexures of the said RFP.

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

We also confirm that payment to the engaged employees shall be made in consonance with the Minimum Wages Act in vogue and their duty hours will also be as per applicable labour laws of country.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022 .

**Place: For M/s. .... [Seal and Signature(s) of the Authorized Signatory (s)]**

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

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

Sir,

**Sub: RFP for Supply, Installation and Maintenance of UPS Systems under Rate Contract**

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

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

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

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

Yours faithfully,

**Authorised Signatory**

**Designation**

**Bidder's corporate name**

**Place:**

**Date:**

**Undertaking Letter on the vendor's letterhead for GST Law**

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

Dear Sir,

**Sub: RFP for Supply, Installation and Maintenance of UPS Systems under Rate Contract**

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

We, the bidder M/s ....., hereby agree to comply with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

**Undertaking for Price Validity & Acceptance of all terms & conditions of RFP**

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

Dear Sir,

**Sub: RFP for Supply, Installation and Maintenance of UPS Systems under Rate Contract**

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Work order.

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

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with.

We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents.

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:



**Undertaking for No Deviation**

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

Dear Sir,

**Sub: RFP for Supply, Installation and Maintenance of UPS Systems under Rate Contract**

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

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

**We undertake to execute Deed of Indemnity, Non-disclosure Agreement & provide Performance Bank Guarantee as per the annexure enclosed in the RFP, in case of emergence as a successful bidder.**

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

**Annexure – XII**

**Certificate from Chartered Accountant (signed & stamped) showing company's financial position in last 3 years (annual turnover, profit / loss, net-worth etc.)**

	2018-19	2019-20	2020-21
Turnover			
Profit / Loss			
Net worth			



**Format of Pre-Bid Queries to be submitted by the Bidder(s)**

**To be e-mailed in .doc format**

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

<b>RFP Page No.</b>	<b>RFP Clause No.</b>	<b>Original RFP Clause</b>	<b>Query sought/ Suggestions of the Bidder</b>

यूको बैंक UCO BANK

**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 UPS System under Rate Contract hereinafter referred to as Stores and / or Services. And M/s\_\_\_\_\_ having its registered office at\_\_\_\_\_ represented by\_\_\_\_\_ Authorised signatory, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

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

**3. Preamble**

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

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEMs) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **4. Commitments of the Buyer**

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

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

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

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

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

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

- (iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.
- (iv) The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).
- (v) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- (vi) Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- (vii) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary.



**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.

**8.2** If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.



## **9. Compensation for Damages**

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

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

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

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



- 10.2** As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.
- 10.3** The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.
- 10.4** If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.
- 10.5** If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.
- 10.6** The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.
- 10.7** The word “Monitor” would include both singular and plural.

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

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

## **12. Other Legal Actions**

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

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

- 13.1** This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- 13.2** If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank .
- 13.3** Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

## **14 Other Provisions**

- 14.1 Changes and supplements need to be made in writing. Side agreements have not been made.
- 14.2 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.
- 14.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.
- 14.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.
15. This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.
16. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
17. The Parties here by sign this Integrity Pact.

**BUYER**

**Signature:**

**Authorized Signatory**

**Department of IT**

**Place:**

**Date:**

**Witness:**

**(Name & Address)**

**BIDDER /SELLER**

**Signature:**

**Authorized Signatory (\*)**

**Witness:**

**(Name & Address)**



**NON-DISCLOSURE AGREEMENT**

**(Confirmation of format should be enclosed with technical bid. Agreement to be executed on non-judicial stamp paper of requisite value by the selected bidder only.)**

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

**BETWEEN**

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

**AND**

.....(Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**  
(Each of Bank and the vendor is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

**WHEREAS** the Vendor/Receiving Party is inter alia engaged for RFP for Supply, Installation and Maintenance of UPS Systems under Rate Contract as per the terms and conditions specified in the RFP Ref. No: UCO/DIT/4326/2021-22 Date: 03/03/2022. The Vendor/Receiving Party would be the single point of contact for this project.

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

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

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

goodwill, and jeopardize a Party's relationship with a Party's clients and customers;  
and

**WHEREAS** in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**9. Arbitration and Equitable Relief.**

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

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

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

**(c) Legal Expenses:** If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

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

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

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

## **12. General Provisions.**

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



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

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

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

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

**(f) Jurisdiction of Court:** All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts at City of Head office of Individual member Bank in India.



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

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

**For and on behalf of**

.....

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

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

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

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

**for and on behalf of**

.....

**(The selected bidder)**

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

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

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

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



**ELIGIBILITY CRITERIA COMPLIANCE**

SL No	Eligibility Criteria	Document to be submitted	Compliance Yes/No
1.	<p>Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956 or 2013 and amendments thereafter, if any for the last 3 years as on RFP issuance date.</p> <p>Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt of India.</p> <p>Company registered as MSME Entrepreneur &amp; still categorized as MSME as on RFP issuance date.</p> <p>The bidder should not be a subsidiary of a foreign company.</p>	<ol style="list-style-type: none"> <li>1. Certificate of Incorporation issued by Registrar of Companies along with</li> <li>2. Copies of Memorandum of Association</li> <li>3. Copies of Articles of Association</li> <li>4. Shareholding pattern</li> <li>5. PAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.</li> <li>6. MSME Registration certificate issued by NSIC/ any body specified by Ministry of MSME (if applicable).</li> </ol>	
2.	<p>The bidder should be an OEM or their authorized representative. In case OEM participates in the tender process directly, authorized representative will not be permitted to participate in the same tender process.</p>	<p>In case of OEM, self-declaration on company letter head and duly signed by authorised signatory to be submitted.</p> <p>In case of an authorized representative, a letter of authorization (MAF) from original manufacturer must be furnished in original duly signed &amp; stamped (As per <b>Annexure – III</b>). MAF should include a clause that OEM</p>	

		will provide support services during warranty period if the bidder authorized by them fails to perform.	
3	The bidder should have positive Net Worth in last three financial years, i.e., FY-2018-2019, 2019-2020 & 2020-2021	Certificate from Chartered Accountant Stating Net Worth, Turnover and Profit/Loss for last 3 financial years. It should be in concurrence with the audited balance sheets. And Audited Balance Sheets for last 3 years, i.e., 2018-2019, 2019-2020 & 2020-2021.	
5.	The bidder of each group should have a minimum annual turnover of <b>Rs.15 crores</b> for each group-per year for last three financial year i.e. 2018-2019, 2019-2020 & 2020-2021.		
6.	The bidder should not have been debarred / blacklisted by any Bank/Central Govt. and any of the State Govt. Organizations in India for non-performance or any other reason as on date of submission of bids is not eligible to participate.	An undertaking to this effect in the company's letterhead signed by authorized signatory.	
7.	The bidder should have all India presence with Offices / Support Centers having at least two engineers in minimum 100 centers Centers where UCO Bank is having its Zonal Offices (List of Zonal offices is given in <b>Annexure - XIX</b> ) to support the branches under its command. In case the bidder is not having own office at the 100 locations as above and wishes to provide support services through partner/franchisee to those locations, a letter from the partner / franchisee should be enclosed stating that they will be providing support services to UCO bank	A letter of undertaking to be given by the bidder.  (Escalation matrix covering all the 42 Zones of the Bank to be provided in case of selection or at the time of evaluation)	


	branches/ offices for purchase under this contract.																						
8.	<p>The bidder should have executed orders for each group in last three financial years i.e. 2018-19, 2019-20 and 2020-21, not less than as under:</p> <table><tr><td rowspan="2">Group</td><td colspan="2">Minimum order quantity executed in at least Financial Year</td><td rowspan="7">Documentary evidence with relevant copies of Purchase Order/SLA along with Completion Certificates / Project Sign-Offs/payment invoices including names of clients with Phone and Fax numbers, E-Mail IDs etc.</td></tr><tr><td>Total quantity of UPS Supplied</td><td>Out of which order executed in Government sector</td></tr><tr><td>A</td><td>200</td><td>100</td></tr><tr><td>B</td><td>600</td><td>300</td></tr><tr><td>C</td><td>100</td><td>50</td></tr><tr><td>D</td><td>20</td><td>10</td></tr><tr><td>E</td><td>10</td><td>5</td></tr></table>	Group	Minimum order quantity executed in at least Financial Year		Documentary evidence with relevant copies of Purchase Order/SLA along with Completion Certificates / Project Sign-Offs/payment invoices including names of clients with Phone and Fax numbers, E-Mail IDs etc.	Total quantity of UPS Supplied	Out of which order executed in Government sector	A	200	100	B	600	300	C	100	50	D	20	10	E	10	5	
Group	Minimum order quantity executed in at least Financial Year		Documentary evidence with relevant copies of Purchase Order/SLA along with Completion Certificates / Project Sign-Offs/payment invoices including names of clients with Phone and Fax numbers, E-Mail IDs etc.																				
	Total quantity of UPS Supplied	Out of which order executed in Government sector																					
A	200	100																					
B	600	300																					
C	100	50																					
D	20	10																					
E	10	5																					
9	<p>The bidder should ensure that there are no proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of business.</p>	<p>Declaration in the letterhead of the bidder's company to that effect should be submitted.</p>																					

**TECHNICAL SPECIFICATIONS**

**RFP for Supply, Installation and Maintenance of UPS Systems under Rate Contract  
(RFP Ref. No UCO/DIT/4326/2021-22 Date: 03/03/2022)**

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

SI No	Parameter	Minimum Technical Specifications	Offered Specification	Compliance (Y / N)
1	The UPS System shall consist of the following	a) Converter / Rectifier		
		b) Battery Charger		
		c) Static Inverter		
		d) Static automatic bypass switch		
2	The UPS should be generator compatible	a) Frequency Range 45-55hz preferable		
		b) Generate rating should not exceed 1.5 times that of UPS rating		
3	The design of the UPS should be based on	Sine-weighted Pulse Width Modulation (SPWM) technology in true On-line configuration with double conversion using IGBTs in the rectifier and inverter with the total harmonic distortion less than 3% & less than 7% (Non-linear Load).		
	Provision for paralleling under n+1 configuration	Provision for paralleling under N+1 configuration is required for UPS of capacity 5KVA. Should optionally be available for UPS Systems with Power output of 1800 W & 2700W for 2KVA & 3KVA respectively.		

		There should be input to output galvanic isolation either through a two winding transformer at input of the UPS system.		
4	Input voltage should be	170 volts to 270 volts		
5	Input frequency should be	50 Hz +/- 10%		
6	Input Power Factor should be	0.8 to unity		
7	Output voltage should be	230 volts +/- 1%		
8	Output frequency should be	50 Hz +/-0.5%		
9	The load power factor range should be	0.8 lag to unity.		
10	Response time should not be (Preference will be given to those with response times of less than 5 milliseconds)	 > 20 milliseconds.		
11	Overload capacity should be as follows :	150% for 30 seconds & 125% for 1 minute. (for 2 KVA)		
		125% for 10 minutes ( for 3 and 5 KVA)		
12	The load crest factor should be	Full load up to 3:1 crest factor		
13	Inverter efficiency should be	>90%		
14	Overall efficiency of UPS should be	>85%		

15	Inverter	Inverter Should be of the fully static type using IGBT (Insulated Gate Bipolar transformer). The DC bus should be as follows: a) 2KVA with 4 hours backup –72V to 96V b) 3KVA with 1 hour backup – 72V to 96V c) 5KVA with 1 hour backup – 180V to 192V		
16	In the event of Inverter trouble or failure as described alongside, the UPS should automatically transfer to by-pass through Static Switch and the transfer should be bumpless	a) UPS overload b) Inverter trip due to i) Output overvoltage ii) DC bus over current iii) Over temperature/fan failure iv) Inverter Output failure.		
17	Retransfer to Inverter	Should occur automatically when overload / cause of inverter trip is removed.		
18	There must be built-in limiting features to make the UPS short circuit proof.	There should be proper mechanism installed.		
19	Converter	a) Must be semi-Conductor Type protected with Snubber Circuit.		
		b) Rectifier should be Soft Start Type.		
		c) Battery Charger should be capable of handling full output power plus Battery charging current.		

20		d) Current limiting for Battery charging should be provided.		
		e) Cold start facility required at full load on battery.		
		f) The charger should have the facility to charge the batteries within 8 - 10 hours from total discharge.		
	The UPS shall have the following protection features, supervisory indications, controls and metering.	Protections against		
		1. Inverter under / over voltage		
		2. Output short-circuit		
		3. Battery over-charging		
		4. Battery low voltage/current		
		Controls		
		1. Inverter on / off switch		
		2. By-pass / Inverter		
		3. MCB for input on / off		
		4. MCB for by-pass.		
		Metering : Digital panel meter / LCD panel meter duly calibrated, upto 1.5% accuracy class to indicate		
		1. Input / output voltage		
		2. Input / Output A.C. current		
		3. Output frequency (digital)		
		4. D.C. Battery voltage / D.C.Charging / discharging current.		

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



25	Batteries - Type of battery	i) Sealed Maintenance Free (SMF) batteries specifically Recommended for use with UPS system from leading brand. The battery is not required to supply any other load apart from the inverter. ii) There should be a single battery bank. There should be no concept of paralleling of battery bank. iii) With suitable rack to house batteries. iv) The battery should be a reputed brand having ISO9001:2008 & ISO 14001 Certified for quality & environment. In addition the battery should have any three of the following certifications: 1. JIS 2. UL 198E 3. CE mark 4. QS 9000-8230 5. ISO/TS-16949:2002 6. OHSAS-18001														
25a	Battery Backup Hour	<table><tr><th>Group</th><th>Backup Hour</th><th>Minimum VAH required</th></tr><tr><td>A</td><td>4</td><td>8500</td></tr><tr><td>B</td><td>1</td><td>4500</td></tr><tr><td>C</td><td>1</td><td>7500</td></tr></table>	Group	Backup Hour	Minimum VAH required	A	4	8500	B	1	4500	C	1	7500		
Group	Backup Hour	Minimum VAH required														
A	4	8500														
B	1	4500														
C	1	7500														
26	Acceptance Test: Testing of one of the UPS from the batch of supplies in the ratio of 1: 4 (minimum 1)	1. Line regulation 2. Load regulation (at 1 PF and 0.8 PF) 3. Inverter efficiency 4. Overall efficiency of UPS 5. Transient response and														

	should be carried out from any one of the testing centres of the Department of Electronics, Govt. of India or such other testing centres approved by Govt. of India with prior approval from the Appropriate Authority. In the event of purchase of a single UPS the same shall be subject to testing. The testing shall be conducted with reference to the specifications furnished by the suppliers.	recovery time 6. Protections 7. Overload tests 8. Total harmonic distortions 9. Load crest factor 10. Load Transfer Test		
27	Operating Temperature	Range - 0 °C to 40 °C		
28	Warranty	3 Years Comprehensive on-site warranty on the UPS systems & batteries and thereafter 2 years' comprehensive AMC for UPS systems(excluding batteries).		

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

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

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

	Range			
4b	Input Current Harmonics	< 7%		
5	Nominal D.C. voltage :	a) For 9000 Watt / 10KVA UPS Systems and for 60 minute backup – (240V ~ 360V D.C) with VAH 18000 or more for individual UPS.		
		b) For 18000 Watt / 20KVA UPS Systems and for 60 minute backup – (240V ~ 360V D.C) with VAH 36000 or more for individual UPS.		
6	Output Voltage	volts AC +/- 2% range		
7	Output frequency should be :	a) 50 Hz +/- 1% (synchronous to mains)		
		b) 50 Hz +/- 0.05%(Free running)		
		c) Crest factor 3 : 1		
8	Output phase	Single phase/ 3 phase output as per requirement of the Bank.		
9	The power factor	a) The input power factor : $\geq 0.9$		
		b) The load power factor : 0.9 lag to unity		
10	The load connected to the UPS shall have a power factor between	Unity to 0.90 lagging. The UPS shall be capable of delivering the rated KVA in the full range from unity PF to 0.90 lagging PF and shall be tested accordingly (example: a 10KVA UPS should be capable of delivering 9000 Watts).		
11	Total Harmonic Distortion	a) <2% for linear load		
		b) <5% for non-linear load		
12	Wave form (output)	True sine wave		

13	Transient response and voltage recovery time for step load	For 100% step load (test at unity P.F. taking rated capacity KVA=KW) i.e., from full load to no load to full load, Dip < 5% Peak <5% with recovery time within 3 cycles to normal output voltage.		
14	Overload capacity should be as follows	110% for 10 minutes		
		>125% for 10 seconds		
15	Efficiency	Converter : 97%		
		Inverter : 93.6%		
		Overall : 92% (at full load)		
16	Operating temperature	0 to 45 degree centigrade.		
17	Relative humidity	95% at 35 degree centigrade non-condensing.		
18	Noise level (at 1 meter from the UPS) : 1	<55 dBA @ 1meter यूको बैंक UCO BANK		
19	Charger	Built in solid state float-cum-boost charger with automatic boost-trickle charge modes with current limiting features. The charger characteristics shall be such as to match the float / boost charging of the batteries as per battery characteristic for enhancing the life of the batteries (high frequency chargers preferred).		
20	Inverter	Should be of the fully static type using IGBT (Insulated Gate Bipolar transformer). The variability of DC bus should be as follows: a) 10KVA with 1 hour backup - (240V ~ 360V D.C) with VAH 18000 or more for individual UPS.		

		b) 20KVA with 1 hour backup - 240V ~ 360V D.C) with VAH 36000 or more for individual UPS.		
21	The Battery Charger:	a) Must have transformer rectifier combination with protection against overcharges		
		b) Solid state switches must be used to control and shutoff		
		c) Should be large enough to handle the full output power demand and prevent the battery from discharging.		
22	Interface facility	The UPS system should have necessary hardware and software with standard feature of necessary ports (USB) to work on UNIX / windows 10 or higher operating systems. There should be a facility to monitor and broadcast to all workstations, wherever necessary, conditions such as Power failure, Status, Fault, Alarms, etc.		
23	UPS working on batteries preferably to indicate	a) Present load in percentage		
		b) Time up to which batteries can support with present load (dynamic battery back-up time)		
		c) Warning well in advance of shut down of the system.		
24	Auto file closure	The software should be capable of automatically closing the files ("Auto file closure" feature) so that the data / program files on our computers are not lost / corrupted.		

25	In the event of Inverter trouble or failure as described alongside, the UPS should Automatically transfer to by-pass.	a) UPS overload		
		b) Inverter trip due to		
		i) Output over voltage		
		ii) DC bus over current		
		iii) Over temperature / fan failure		
		iv) Inverter Output failure.		
26	Remote monitoring	Should be done with Switching Network Monitoring Programme (SNMP).		
27	Retransfer to Inverter should occur Automatically when overload /cause of inverter trip is removed.	There should be proper mechanism installed.		
28	The UPS shall have the following protection features, 1 supervisory indications, controls and Metering.	<p>A. Protections against</p> <ol style="list-style-type: none"> <li>1. Inverter under / over voltage.</li> <li>2. Output short-circuits.</li> <li>3. Battery overcharging.</li> <li>4. Battery low voltage/current.</li> <li>5. There must be built-in limiting features to make the UPS short circuit proof.</li> <li>6. Isolation - output shall be fully isolated from mains and surge / spike suppressors to be incorporated.</li> <li>7. Current limiting protection (fuse less electronic) built in overload / short-circuits protection with snubber circuits for current limit.</li> <li>8. Phase locking mechanism for UPS and mains frequency.</li> <li>9. All other protection systems</li> </ol>		

		required for safety of UPS system, such as over temperature protection etc.		
		B. Controls 1. Inverter on / off switch 2. By-pass / Inverter 3. MCB for input on / off 4. MCB for by-pass. 5. LCD/LED Display		
		C. Status 1. Overload 2. Load on UPS 3. Load on mains 4. Mains out of range		
		D. Fault 1. Overload 2. Output over voltage 3. Over temperature 4. Battery load		
		E. Alarms 1. Battery under-voltage 2. Battery low 3. Mains failure 4. Load on bypass 5. Overload		
		F. Monitoring arrangement (Through SNMP) I) Output monitoring for a) Voltage b) Current c) Wave form with closed loop feedback and correction II) Static (auto) by-pass switch (Bi-directional with change-over time less than 10 milliseconds in free running mode and instantaneous in synchronous mode from inverter to by-pass and vice versa.) III) Manual by-pass switch :		



		required											
29	Battery set :	a) Complete with self-standing cubicle with suitable rack to house batteries.											
		b) The battery bank should have minimum 12 volt Sealed Maintenance Free (SMF) batteries. The VAH of the battery should be as under: <table><tr><td>Group</td><td>Backup Hour</td><td>Minimum VAH required</td></tr><tr><td>D</td><td>1</td><td>18000</td></tr><tr><td>E</td><td>1</td><td>36000</td></tr></table> There should be single battery bank. There should be no concept of paralleling of battery bank.	Group	Backup Hour	Minimum VAH required	D	1	18000	E	1	36000		
		Group	Backup Hour	Minimum VAH required									
		D	1	18000									
		E	1	36000									
c) The battery should be a reputed brand having ISO9001:2008 & ISO 14001 certified for quality & environment. In addition the battery should have any three of the following certification: 1. JIS 2. UL 198E 3. CE mark 4. QS 9000-8230 5. ISO/TS-16949:2002 6. OHAS-18001													
d) Battery detail literature to be forwarded. Back-up time shall be designed with battery drain of less than 75% or as per manufacturers' Recommendations for enhanced battery life.													
		e) Back up time : 60 Minutes											

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

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

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

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

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

**Note:**

1. We hereby confirm that quotes mentioned in this commercial bid is strictly as per the format in RFP.
2. We also 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 as mentioned in the commercial evaluation process clause no. 2.3 and it will be binding upon our company.
3. 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.
4. 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, which contain any deviation in terms & conditions or any specification.
5. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
6. The AMC cost should be only for UPS System. Battery will be excluded from AMC.

**Company Seal****Date****Name & Designation:****Authorized Signatory**

**Note:**

1. In case of discrepancy between figures and words, the amount in words shall prevail.
2. Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.
3. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
4. 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.
5. All prices should be quoted in **Indian Rupees (INR)** only.
6. The TCO (Total Cost of Ownership) will be exclusive of GST. However, the GST and other applicable taxes will be paid as per actuals at the time of resultant billing.
7. **Bank will not communicate with OEM / OSD for any queries.**
8. The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order
9. Each Items Total Cost (Column D) will be compared to find out the lowest bidder.
10. Lowest Bidder (L1) will be determined on the sum of Unit Price along with AMC amounts for 4th & 5th years mentioned in column D.
11. 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.

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

### INDICATIVE COMMERCIAL FORMAT

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

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

**Note:**

1. We hereby confirm that quotes mentioned in this commercial bid is strictly as per the format in RFP.
2. We also 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 as mentioned in the commercial evaluation process clause no. 2.3 and it will be binding upon our company.
3. 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.
4. 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, which contain any deviation in terms & conditions or any specification.
5. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
6. The AMC cost should be only for UPS System. Battery will be excluded from AMC.


**Company Seal**

**Date**

**Name & Designation:**

**Authorized Signatory**

**Note:**

1. In case of discrepancy between figures and words, the amount in words shall prevail.
  2. Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.
  3. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
  4. 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.
  5. All prices should be quoted in **Indian Rupees (INR)** only.
  6. The TCO (Total Cost of Ownership) will be exclusive of GST. However, the GST and other applicable taxes will be paid as per actuals at the time of resultant billing.
-  यूको बैंक UCO BANK
7. **Bank will not communicate with OEM / OSD for any queries.**
  8. The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order
  9. Each Items Total Cost (Column D) will be compared to find out the lowest bidder.
  10. Lowest Bidder (L1) will be determined on the sum of Unit Price along with AMC amounts for 4th & 5th years mentioned in column D.
  11. 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.

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

### INDICATIVE COMMERCIAL FORMAT

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

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

**Note:**

1. We hereby confirm that quotes mentioned in this commercial bid is strictly as per the format in RFP.
2. We also 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 as mentioned in the commercial evaluation process clause no. 2.3 and it will be binding upon our company.
3. 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.
4. 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, which contain any deviation in terms & conditions or any specification.
5. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
6. The AMC cost should be only for UPS System. Battery will be excluded from AMC.

**Company Seal**


**Date**

**Name & Designation:**

**Authorized Signatory**



**Note:**

1. In case of discrepancy between figures and words, the amount in words shall prevail.
  2. Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.
  3. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
  4. 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.
  5. All prices should be quoted in **Indian Rupees (INR)** only.
  6. The TCO (Total Cost of Ownership) will be exclusive of GST. However, the GST and other applicable taxes will be paid as per actuals at the time of resultant billing.
-  यूको बैंक UCO BANK
7. **Bank will not communicate with OEM / OSD for any queries.**
  8. The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order
  9. Each Items Total Cost (Column D) will be compared to find out the lowest bidder.
  10. Lowest Bidder (L1) will be determined on the sum of Unit Price along with AMC amounts for 4th & 5th years mentioned in column D.
  11. 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.

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

### **INDICATIVE COMMERCIAL FORMAT**

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

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

**Note:**

1. We hereby confirm that quotes mentioned in this commercial bid is strictly as per the format in RFP.
2. We also 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 as mentioned in the commercial evaluation process clause no. 2.3 and it will be binding upon our company.
3. 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.
4. 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, which contain any deviation in terms & conditions or any specification.
5. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
6. The AMC cost should be only for UPS System. Battery will be excluded from AMC.

**Company Seal**

**Date**

**Name & Designation:**

**Authorized Signatory**

**Note:**

1. In case of discrepancy between figures and words, the amount in words shall prevail.
2. Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.
3. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
4. 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.
5. All prices should be quoted in **Indian Rupees (INR)** only.
6. The TCO (Total Cost of Ownership) will be exclusive of GST. However, the GST and other applicable taxes will be paid as per actuals at the time of resultant billing.
7. **Bank will not communicate with OEM / OSD for any queries.**
8. The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order
9. Each Items Total Cost (Column D) will be compared to find out the lowest bidder.
10. Lowest Bidder (L1) will be determined on the sum of Unit Price along with AMC amounts for 4th & 5th years mentioned in column D.
11. 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.

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

### **INDICATIVE COMMERCIAL FORMAT**

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

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

**Note:**

1. We hereby confirm that quotes mentioned in this commercial bid is strictly as per the format in RFP.
2. We also 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 as mentioned in the commercial evaluation process clause no. 2.3 and it will be binding upon our company.
3. 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.
4. 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, which contain any deviation in terms & conditions or any specification.
5. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
6. The AMC cost should be only for UPS System. Battery will be excluded from AMC.

**Company Seal**

**Date**

**Name & Designation:**

**Authorized Signatory**

**Note:**

1. In case of discrepancy between figures and words, the amount in words shall prevail.
2. Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.
3. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
4. 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.
5. All prices should be quoted in **Indian Rupees (INR)** only.
6. The TCO (Total Cost of Ownership) will be exclusive of GST. However, the GST and other applicable taxes will be paid as per actuals at the time of resultant billing.
7. **Bank will not communicate with OEM / OSD for any queries.**
8. The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order
9. Each Items Total Cost (Column D) will be compared to find out the lowest bidder.
10. Lowest Bidder (L1) will be determined on the sum of Unit Price along with AMC amounts for 4th & 5th years mentioned in column D.
11. 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.

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

**Annexure – XIX****RFP for Supply, Installation and Maintenance of UPS Systems under Rate Contract  
(RFP Ref. No UCO/DIT/4326/2021-22 Date: 03/03/2022)**

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

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



**Compliance Chart****RFP for Supply, Installation and Maintenance of UPS Systems under Rate Contract  
(RFP Ref. No UCO/DIT/4326/2021-22 Date: 03/03/2022)**

<b>Sl No.</b>	<b>Particulars</b>	<b>Compliance Status (Yes / No)</b>
1.	Are Technical & Indicative commercial bid submitted under separate sealed envelopes?	
2	Is the Technical bid made in conformity with technical requirements as per <b>Annexure XVII</b> ?	
3.	Is the Indicative commercial bid made in conformity with Indicative commercial bill of Materials as per <b>Annexure – XVIII</b> ?	
4.	Whether Bill of Material & <b>indicative commercial format with masking of price</b> is submitted in Technical offer document?	
5.	Whether Model No. & Bill of Material is mentioned in Indicative commercial Bid document?	
6.	Are the Technical & Indicative commercial Bids organized properly?	
7.	Are all the pages numbered properly and signed and stamped.	
8	Is EMD submitted?	
9.	Is EMD & NEFT Receipt for Cost of RFP submitted in a separate sealed envelope?	
10.	Duly signed <b>Annexures –All</b> are enclosed	
11.	Is the softcopies of the response of Technical Indicative commercial RFP submitted in separate CDs?	
12.	Are document in support of all eligibility criteria submitted?	

**Signature of Bidder:** \_\_\_\_\_**Place :****Name :** \_\_\_\_\_**Date :****Business Address :** \_\_\_\_\_



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

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

Sir,

**Sub: RFP for Supply, Installation and Maintenance of UPS Systems under Rate Contract. (RFP Ref. No UCO/DIT/4326/2021-22 Date: 03/03/2022.)**

We submit our Bid Document herewith. We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid from first date of issue of purchase order to 31.03.2021.

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

यूको बैंक UCO BANK

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

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

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

Sir,

**Sub: RFP for Supply, Installation and Maintenance of UPS Systems under Rate Contract (RFP Ref. No UCO/DIT/4326/2021-22 Date: 03/03/2022).**

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

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

Yours faithfully,

Authorized Signatory  
Designation  
Bidder's corporate name

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

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

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

Sir,

**Sub: RFP for Supply, Installation & Maintenance of UPS System under Rate Contract.  
RFP REF NO: UCO/DIT/4326/2021-22 Date: 03/03/2022**

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

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

Yours faithfully,

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

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

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

Sir,

**Sub: RFP for Supply, Installation & Maintenance of UPS Systems under Rate Contract. RFP REF NO: UCO/DIT/4326/2021-22 Date: 03/03/2022**

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

We hereby agree to adhere to all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank and notification issued by Government of India, Ministry of Industrial Policy and Promotion & Ministry of Electronics and Information Technology.

Further, as per the mentioned Government notifications, we do hereby declare that the domestic value addition in BOM is 45% for UPS Systems (participating bidder should mention value addition % for its quoted product only).

Yours faithfully,

Authorized Signatory  
Designation  
Bidder's corporate name

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

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

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

Sir,

**Sub: RFP for Supply, Installation and Maintenance of UPS Systems under Rate  
Contract**

**(RFP Ref. No. UCO/DIT/4326/2021-22 Date: 03/03/2022)**

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



Yours faithfully,

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

**BUSINESS RULES FOR REVERSE AUCTION**

**Ref: RFP for Supply, Installation and Maintenance of UPS Systems under Rate Contract**

**(RFP Ref. No UCO/DIT/4326/2021-22 Date: 03/03/2022**

Reverse Auction through E-Procurement

The detailed procedure for Reverse Auction to be followed in the RFP For Supply, Installation & Maintenance of UPS Systems under Rate Contract. RFP REF NO: **UCO/DIT/4326/2021-22 Date: 03/03/2022.**

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

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

**BUSINESS RULES FOR REVERSE AUCTION**

**1. APPLICABILITY**

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

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

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

## **2. ELIGIBILITY:**

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

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

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

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

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

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

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

## **4. TRAINING**

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

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

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

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

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

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

5.2.1 Cost of services.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

9.2. For creating necessary obligations and rights, the service provider will also enter into an agreement with each bidder as per a format designed by him for this



purpose. The Bank shall resolve any points/issues concerning such agreement of bidder and service provider.

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

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

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

## **10. TRAINING AND AUCTION**

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

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

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

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

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

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

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

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

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

## **11. PROXY BID**

11.1. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating

in the bidding process until the proxy bid amount is decrementally reached by other bidders.

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

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

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

## **12. TRANSPARENCY IN BIDS**

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

## **13. MASKING OF NAMES**

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

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

## **14. START PRICE**

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

## **15. DECREMENTAL BID VALUE**

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

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

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

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

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

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

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

## **17. REVERSE AUCTION PROCESS**

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

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

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

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

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

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

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

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

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

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

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

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

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

20.3. Neither Bank nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. (Bank shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

## **21. GRIEVANCES REDRESSAL**

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

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

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

## **22. ERRORS AND OMISSIONS**

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

Place:

Date:

Signature:

Name & Designation:

Business Address:

**Compliance Statement - Reverse Auction**

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

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

**Ref: RFP for Supply, Installation and Maintenance of UPS Systems under Rate  
Contract (RFP Ref. No UCO/DIT/4326/2021-22 Date: 03/03/2022)**

- a) We \_\_\_\_\_ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP For Supply, Installation & Maintenance of UPS Systems under Rate Contract. RFP REF NO: UCO/DIT/4326/2021-22 Date: 03/03/2022
- b) We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
- c) We hereby undertake and agree to abide by all the terms and conditions stipulated by UCO Bank in the RFP document including all annexure and the Business Rules for Reverse Auction.
- d) We shall participate in the on-line auction conducted by (Auction Company) selected by UCO bank and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auction company.
- e) We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the bank may debar us from participating in future tenders.
- f) We confirm having nominated Mr \_\_\_\_\_, designated as \_\_\_\_\_ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in Reverse Auction.
- g) We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 24 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

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

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

Verified above signature

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

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

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

**Ref: RFP for Supply, Installation and Maintenance of UPS Systems under Rate Contract (RFP Ref. No UCO/DIT/4326/2021-22 Date: 03/03/2022)**

- a) We \_\_\_\_\_ (name of the company) have submitted our bid for participating in Bank's RFP dated 03/03/2022 for Supply, Installation & Maintenance of UPS Systems under Rate Contract.
- b) We also confirm having read and understood the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
- c) As per the terms of RFP and Business rules, we nominate Mr \_\_\_\_\_, designated as \_\_\_\_\_ of our company to participate in the Reverse Auction.
- d) We accordingly authorize Bank and / or the Auction Company to issue user ID and password to the above named official of the company.
- e) Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.
- f) We, hereby confirm that we will honour the Bids placed by Mr \_\_\_\_\_ on behalf Of the company in the auction process, failing which we will forfeit the EMD. We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

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

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

Verified above signature

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

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

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

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

Sir,  
Ref: RFP for Supply, Installation and Maintenance of UPS Systems under Rate Contract  
(RFP Ref. No UCO/DIT/4326/2021-22 Date: 03/03/2022)

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



Yours faithfully,

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

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

**Self-Certificate for Local Content**

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

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

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

**OR**



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

7) That I submit as under:

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

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

Sl. No.	Product Details	Name of Place

For & on behalf of

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

Official Seal of the Bidder

Date:

**\* Strike out whichever is not applicable**

**Restriction on Procurement due to National Security**

**This Certificate should be submitted on the letterhead of the bidder duly signed by an authorized signatory**

**To,**

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

Dear Sir,

**Sub: RFP for Supply, Installation & Maintenance of UPS Systems under Rate Contract under Rate Contract. RFP REF NO: UCO/DIT/4326/2021-22 Date: 03/03/2022**

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 fulfils 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.**