

Request for Proposal (RFP)

For

Selection of Service Provider to provide Internet Connectivity to Kiosk/Fixed Customer Service Points (CSPs) using VSATs in CAPEX Model (Re-tendering)



Head Office-2

Department of Information Technology

7th Floor, 3 & 4 DD Block, Sector -1

Salt Lake

Kolkata-700 064

RFP REF NO: UCO/DIT/VSAT/1478/2016-17

Date: 08/11/2016

Cost of the RFP document: - Rs.10,000/- (Rupees Five Thousand only)

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.

This document is prepared by UCO Bank for its VSAT Network system for Banks FI Project . It should not be reused or copied or used either partially or fully in any form.

Disclaimer

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

OBJECTIVES

In order to meet the connectivity requirements for Business Correspondents /Customer Service Points (CSP) of UCO Bank and its sponsored RRBs(i.e Paschim Banga Gramin Bank and Bihar Gramin Bank) , the Bank proposes to invite tenders from Telecom Regulatory Authority of India (TRAI)- approved VSAT service providers/OEMs (hereinafter referred to as "Bidder") Selection of Service Provider to provide Internet Connectivity to Kiosk/Fixed Customer Service Points (CSPs) using VSATs in CAPEX Model as per details listed out in this document under the CAPEX model with 1 Year Warranty and comprehensive on-site AMC for a period of 4 (four) years . Only those bidders, who satisfy the eligibility criteria mentioned in this RFP document need, respond.



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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, and its Department of Information Technology at 3 & 4, DD Block, Sector-1, Salt Lake, Kolkata – 700064, hereinafter called “the Bank”, is one of the leading public sector Banks in India having more than 3100+ Domestic Branches, four Overseas Branches two each at Singapore & Hong Kong Centres and 2700+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle (Ver. 7.0.25) as a Core Banking Solution. Bank is having tie up with VISA & NPCI and distributes VISA and RuPay enabled debit cards to the customers. Bank has also installed machines for Cash Deposit, Cheque Deposit and Passbook Printing in e-Lobbies across the country. The existing Cash Deposit kiosks, Cheque Deposit Machines and Self-Service Passbook Printing Kiosks are directly integrated with Bank's Core Banking System.

2 Invitation for tender Bids

UCO Bank invites sealed tenders comprising of Technical bid and Commercial bid from experienced system integrators having proven capabilities in VSAT Network system for Banks FI Project.

The copy of tender document may be obtained from UCO BANK, Department of Information Technology, 5th Floor, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata – 700064 on working days in person. Also the tender document may be downloaded from our website www.ucobank.com. The bidders downloading the tender document from Bank's website must pay the cost of the tender document, in a separate cover, at the time of submission of the bids.

The details are given below:

<i>Tender Reference</i>	<i>UCO/DIT/VSAT/1478 /2016-17</i>
<i>Cost of Tender documents</i>	<i>Rs. 10,000 /- (Ten Thousand only)</i>
<i>Date of issue of RFP</i>	<i>08.11.2016</i>
<i>Earnest Money Deposit (EMD)</i>	<i>Rs. 2,00,000/- (In the form of Bank Guarantee)</i>
<i>Date of commencement of sale of tender document</i>	<i>08.11.2016</i>
<i>Last Date of Submission of Pre-Bid query</i>	<i>14.11.2016</i>

Date of Pre bid meeting	17.11.2016
Venue	Conference Room , Head Office – 2 , DIT , 5th Floor, 3 & 4 DD Block , Sector – 1, Salt Lake , Kolkata - 64
Last Date and Time for receipts of tender bids	30.11.2016 at 1500 Hrs
Opening of technical bids	30.11.2016 at 1530 Hrs
Opening of Commercial Bid	Will be advised subsequently
Address of Communication	Head Office-2 Department of Information Technology 5th Floor,3 & 4 D D Block, Sector -1 Salt Lake Kolkata-700 064
Email address	hodit.calcutta@ucobank.co.in/ hofi.calcutta@ucobank.co.in
Contact Telephone/Fax Numbers	Tel :033-44559758 / 033 -44559082 Fax :033-44559063
Bids to be submitted	Tender box placed at below address Head Office – 2 , DIT , 5th Floor, 3 & 4 DD Block , Sector – 1, Salt Lake , Kolkata - 64

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

The bid documents should be strictly as per the following terms and conditions:

The Bid document shall be in two parts viz. Technical Bid & Commercial Bid. Both the bids must be submitted in separate sealed envelopes super scribing **“Technical Bid for Selection of Service Provider to provide Internet Connectivity to Kiosk/Fixed Customer Service Points (CSPs) using VSATs in CAPEX Model** on top of the envelope containing Technical Bid & **“Commercial Bid for Selection of Service Provider to provide Internet Connectivity to Kiosk/Fixed Customer Service Points (CSPs) using VSATs in CAPEX Model”** on top of the envelope containing Commercial Bid. These two separate sealed envelopes should be put together in another sealed envelope super scribing **“Technical and Commercial Bids for Selection of Service Provider to provide Internet Connectivity to Kiosk/Fixed Customer Service Points (CSPs) using VSATs in CAPEX Model”** mentioning reference number and date given hereinabove. If the outer cover/envelop are not sealed & super scribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.

The bidders should take care of submitting the bids properly filed 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 strictly according to the time schedule.

The Technical Bid will be evaluated first for compliance with the prescribed Technical Specification of the qualified bidder, who qualified as per the eligibility criteria mentioned in the RFP. Commercial Bid of only those bidders, who have qualified in Technical evaluation, will be opened by the Bank. A maximum of two authorized representative of the bidder will be allowed at the opening of the bids.

The Bids should be addressed to:

Deputy General Manager (IT, BPR & BTD)
UCO Bank
Head Office-2
Department of Information Technology
5th Floor, 3 & 4 DD Block, Sector -1
Salt Lake
Kolkata - 700 064

UCO Bank is not responsible for non-receipt of response to RFP within the specified date and time due to any reason including postal holidays or delays. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal, the bids will be received till the specified time on next working day and Technical Bid will be opened at specified time on that day.

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

2.1 Submission of Bids

Technical Bid should be duly sealed and super scribed as **“Technical Bid for Selection of Service Provider to provide Internet Connectivity to Kiosk/Fixed Customer Service Points (CSPs) using VSATs in CAPEX Model”**. Bid should comply with the technical specification of the required item as specified in **Annexure – B**.

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 technical Bid.

Commercial bid duly sealed and super scribed as “**Commercial Bid for Selection of Service Provider to provide Internet Connectivity to Kiosk/Fixed Customer Service Points (CSPs) using VSATs in CAPEX Model**” should comply as specified in **Annexure – D**.

At any time, prior to deadline for submission of RFP, UCO Bank may modify any of the terms & conditions and technical specifications at its sole discretion and the same will be available in the Bank's website and the amendments shall be binding by the bidder. In case of any amendment, UCO Bank may extend the deadline for submission of response to this RFP in order to provide a reasonable time to the prospective bidders.

UCO Bank reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder need to submit the documentary evidence(s) as required by UCO Bank.

Any Technical Bid, submitted with incorrect information will be liable for rejection. Further, if any bidder is found to have submitted incorrect information at any time, he may be debarred from participation in the future tendering processes. The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever. 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.

- 2.1.1 The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders.
- 2.1.2 Canvassing of any kind will be a disqualification and the bank may decide to cancel the bidder from its empanelment.
- 2.1.3 The Price Bid must include all software licenses, all hardware and network equipment along with system configuration, Model No, Part No and Price Tag covering warranty period of one year and comprehensive on-site AMC for a

period of 4 (four) years. The Price Bid also must include all applicable taxes such as Sales/Service/Octroi/Entry Tax/ Waybill etc. as per **Annexure 'D'**.

- 2.1.4 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 validity period of the bid.
- 2.1.5 The bidder shall keep the price valid for a period of one year from the date of submission of bid. 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.
- 2.1.6 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 validity period.
- 2.1.7 Further, subsequent to the orders being placed/agreement executed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies viz. Sales tax, excise duty, custom duty, etc.
- 2.1.8 The Bank reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software.
- 2.1.9 Incomplete bids or bids not confirming to the terms and conditions are liable for rejection by the Bank.
- 2.1.10 The Technical bid should have compliance chart as per **Annexure-F** including documentary proof in support of Eligibility Criteria.
- 2.1.11 The Commercial bid should have compliance chart as per **Annexure- D**
- 2.1.12 The Bank shall be under no obligation to accept the technical solution offered or the lowest or any other offer received in response to this tender notice.
- 2.1.13 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. 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 it's business requirement.

- 2.1.14 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.
- 2.1.15 The Bank is looking for well proven branded products, which are volumes produced and used by a large number of users in India. 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 version of software delivered should be the latest one available. The bidder shall not quote for the products, whose End of sale/ End of Support has been declared by the OEM.
- 2.1.16 Bids once submitted shall not be returned to the Bidder in future.
- 2.1.17 Canvassing of any kind or Bid submitted with false information will lead to disqualification.
- 2.1.18 Bidders must have back to back support relation with the OEM's whose products are followed by the bidder to the Bank, in case the bidder is not Original Equipment Manufacturer(OEM). A commitment letter from the OEM has to be submitted along with the Technical bid in this regard at least for a period of 5 years.
- 2.1.19 If necessary, the Bidder is required to give presentation on the solution offered as well as arrange site visit, where Bidder has installed and Operationalised similar solution.
- 2.1.20 The quotations shall be submitted strictly in conformity with the specifications given in **Annexure –B**.
- 2.1.21 The Bank will not be responsible for non-receipt of quotations within the specified date and time due to any reason including postal delay or holidays.

2.2 Cost of tender Documents

The intending bidders should pay along with bids the Cost of tender Documents of ₹10,000/- (Rupees Five Thousand only). The Cost of tender Documents shall be paid by Demand Draft / Banker's Cheque / Pay Order

drawn in favour of 'UCO Bank' payable at Kolkata. The Cost of tender Document is non-refundable. The bidder downloading the tender document from Bank's website www.ucobank.com must pay the cost of the tender document, in a separate cover, at the time of submission of the bids.

2.3 Earnest Money Deposit

The Bidder must submit Earnest Money Deposit (EMD) along with the Technical RFP in the form of Demand Bank Guarantee in favour of UCO Bank payable at Kolkata having validity period for 180 days from the date of opening of Technical RFP. The EMD amount is ₹ 2.00 Lac (Rupees Two Lac Only) issued by any scheduled commercial bank.

Non-submission of EMD will lead to outright rejection of the RFP of the bidder. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD of successful bidder will be returned on submission of Performance Bank Guarantee as specified hereunder.

The EMD made by the bidder will be forfeited if:

- The bidder withdraws his tender before processing of the same.
- In the case of a successful bidder, if the bidder fails to sign the contract in accordance with any Terms and Conditions or any requirement as specified in this document.
- The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.

2.4 Rejection of the Bid

The Bid is liable to be rejected if:

- The document doesn't bear signature of authorized person.
- It is received through Telegram/Fax/E-mail.
- It is received after expiry of the due date and time stipulated for Bid submission.
- 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) are liable for rejection by the Bank.

- Bidder should comply with all the points mentioned in the Scope of work in the clause no. 1 under part-III. Noncompliance of any point will lead to rejection of the bid.

2.5 Pre Bid meeting

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bank intends to hold a pre bid meeting on the date & time as indicated in the RFP. The queries for the Pre-bid Meeting should be reached in writing or by email on or before 14.11.2016 on e-mail: **hodit.calcutta@ucobank.co.in/ hofi.calcutta@ucobank.co.in**. It may be noted that no query from any bidder shall be entertained / received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be available at Bank's web site.

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting.

2.6 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 not be refunded by the Bank.

2.7 Introduction and Disclaimer

This Request for Proposal document ("RFP") has been prepared solely to enable UCO Bank ("Bank") in defining the requirements for Selection of Service Provider to provide Internet Connectivity to Kiosk/Fixed Customer Service Points (CSPs) using VSATs in CAPEX Model. The RFP document is not a recommendation, bid or invitation to enter into a contract, agreement or other arrangement in respect of the services.

2.8 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. Neither Bank nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification or due diligence exercise in relation to the contents of any part of the RFP document.

2.9 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.

2.10 Confidentiality

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.

2.11 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.

2.12 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.

2.13 No Legal Relationship

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

2.14 Errors and Omissions

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

2.15 Acceptance of Terms

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

2.16 RFP response

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

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

2.17 RFP response Validity Period

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

2.18 Notification

Bank will notify the Respondents in writing as soon as practicable 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.

2.19 Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

2.20 Language of Bids

The bid, correspondence and supporting documents should be submitted in English.

2.21 Indemnity

The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder under the contract shall not exceed the total cost of the project value.

2.22 Authorized Signatory

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 under the contract. The selected bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign agreements/contracts 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.**

2.23 Arbitration

2.23.1 All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the construction, meaning and operation or effect of the Contract, 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.

2.23.2 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 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.

2.23.3 The venue of the arbitration shall be at KOLKATA, INDIA.

2.24 Applicable law & Jurisdiction of court

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



2.25 Termination of the Contract & Compensation

2.25.1 The bank reserves the right to cancel the contract placed on the selected bidder by providing 3 months' notice and recover expenditure incurred by the Bank on the following circumstances :

- Bank reserves the right to make changes (modify/delete) to the sites and the same will be binding on the Company.
- In case of any changes in bank's business plan, bank may terminate any part or entire services to be rendered by the Company giving a notice period of three months.
- The selected bidder commits a breach of any of the terms and conditions of the bid.
- The bidder goes into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- The progress regarding execution of the order accepted, made by the selected bidder is found to be unsatisfactory.
- If deductions on account of liquidated Damages/penalty charges exceeds more than 10% of the total contract price.

- 2.25.2 In case the selected bidder fails to deliver the VSAT equipment as per the order which will be placed to them on time to time, 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.
- 2.25.3 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract execution by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur in executing the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- 2.25.4 Alternatively at the discretion of the bank, if the Contract is cancelled during Warranty, the bidder shall repay all the payment received from the bank and remove all system supplied and installed by the bidder without any extra cost to the Bank. The Bank shall not be liable for anything, whatsoever, in this regard. If the contract is cancelled during AMC, if contracted, the Bank shall deduct payment on pro-rata basis for the unexpired period of the contract.
- 2.25.5 The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and / or invoking Bank Guarantee, if any, under this contract or any other contract/order.

2.26 Defect liability

In case, delivered under the Contract are found to be defective as to material and workmanship and / or not in accordance with the requirement, and / or do not achieve the guarantee performance as specified herein, the bidder shall forthwith replace/make good such defective supplies at no extra cost to the Bank without prejudice to the other remedies as may be available to the bank under the contract.

2.27 Notices

- 2.27.1 Notice or other communications given or required to be given under the contract shall be in writing and shall be hand-delivered with acknowledgement thereof, or transmitted by pre-paid registered post or by recognized courier, or by facsimile, provided that where such notice is sent by facsimile, a confirmation copy shall be sent by pre-paid registered post or by recognized courier within five days of the transmission by facsimile, to the

address of the receiving party by the other in writing, provided such change of address has been notified at least ten days prior to the date on which such notice has been given under the terms of the contract.

2.27.2 Any notice or other communications shall be deemed to have validly given on date of delivery if hand delivered, if sent by registered post or by recognized courier, then on the expiration of seven days from the date of posting; and if transmitted by facsimile, then on the next business date after the date of transmission.



PART -II

2. Eligibility Criteria

The eligibility criteria are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. Document in support of all eligibility criteria are required to be submitted

Sl. No.	Pre-Qualifying Criterion	Documents to be submitted
1	The bidder should be in existence from last three years and should be registered as a company in India as per Company Act 1956	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office.
2	The bidder should have profit/Positive net worth in any one year during last three financial years. Copies of annual reports and audited balance sheet for the last three years ending on 31.03.2014, 31.03.2015 and 31.03.2016 should be provided.	Copy of the audited Balance Sheets for the preceding three years (i.e. 2013-14, 2014-15 and 2015-16).
3	The bidder should have the experience of supply, installation, integration and maintenance of VSAT Equipment for more than 3 years in India.	Copy of Client Certification for successful completion and commissioning with name and contact details of signatory.
4	The bidder should have deployed EX – C Band VSAT System in at least one Scheduled Commercial Bank in India with minimum 80 VSATs.	Copy of Client Certification for successful completion and commissioning with name and contact details of signatory.
5	Bidder should have their own operational HUB with a requisite wireless planning commission (WPC) clearance. The bidder also must have VSAT network with valid license to operate in India.	Copy of Client Certification for successful completion and commissioning with name and contact details of signatory.
6	The bidder should have valid license for VSAT Services and should be valid throughout the contract period.	Copy of the certificate to be submitted.

7	Bidders should have its own network management system (NMS) to check the uptime and monitoring / maintenance of network.	Self-declaration on the letter head along-with details of NMS should be submitted.
8	Bidder should have helpdesk support facility and shall provide telephone number of helpdesk support.	Self-declaration on the letter head along-with details of Helpdesk should be submitted.
9	The bidder should not have been blacklisted by any Govt./Govt. Agency/Bank(s)/Financial Institutions in India in the past as on RFP submission date. An affidavit will be submitted by the Bidders that they are not the defaulters of any bank as on 30.09.2016 and their Borrowal account, if any, with any Bank is a Standard Asset	The bidder has to submit an undertaking to this effect on their Company's Letter Head. Affidavit of non-defaulter must be submitted.

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 vendor independently. Any decision of the UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

PART III

3. Evaluation Criteria

There would be a two (2) stage evaluation process.

The Stages are:

- I) Technical Evaluation
- II) Commercial Evaluation

The Eligibility would be evaluated first for the participating bidders. The bidders who would qualify all Eligibility Criteria as mentioned in clause 2, will be shortlisted for the Technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening.

The bidder with the lowest commercial quote called Total cost of ownership (TCO) will be declared as L1.

3.1. Evaluation Methodology

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution (Total Cost of Ownership) over a 5-year period that appropriately meets the requirements of the Bank identified in this RFP.

3.2. Technical evaluation process

In Technical evaluation process, the technical bid of only eligible bidders as per Eligibility Criteria in Part II, would be evaluated. The Technical evaluation will be done on the basis of comply chart provided by bidder as per Scope of work in Part IV. The Bidder should comply all points in scope of work in Part IV and Annexure H.

Non-compliance of any point in scope of work and technical requirements as per Annexure-A will lead to rejection from the further bidding process. After technical evaluation commercial bids of only technically qualified bidders will be opened.

3.3. Commercial evaluation process

The commercial Bids of only technically qualified bidders will be opened and evaluated by the Bank and the evaluation will take into account the following factors:

- 3.3.1 The L1 Bidder will be selected on the basis of the amount quoted for proposed solution as per **Annexure-D**
- 3.3.2 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.
- 3.3.3 In case there is a variation in value between numbers and words; the value mentioned in words would be considered.
- 3.3.4 The Bidder needs to provide Unit costs for components and services; unit rates with applicable taxes would be considered for the TCO purposes.
- 3.3.5 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.
- 3.3.6 The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if 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 technically shortlisted 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 till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this

process. The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.



PART –IV

4. Scope of work

- 4.1 Equipment along with all necessary devices, as per technical specification, should be supplied, installed and commissioned at 300 BC / CSP sites specified by the Bank. However the numbers may vary as per the actual requirement of the Bank within a range of $\pm 25\%$.
- 4.2 Bank has two Sponsored Regional Rural Banks (i) Paschim Banga Gramin Bank (PBGB) and (ii) Bihar Gramin Bank (BGB) having area of operation in West Bengal State and Bihar. Our Sponsored RRBs may issue Purchase Order separately for locations under their area on the similar terms and conditions as per UCO Bank.
- 4.3 The bidder should provide VSAT connectivity to the selected locations using the Extended-C band.
- 4.4 The bidder has to provide all necessary hardware, accessories, software etc. required to make the solution work strictly as per technical specifications. The specifications given are minimum. Bidders can quote equivalent or higher technical specifications to meet the Bank's requirements. However no weightage would be given for higher configurations.
- 4.5 Bidder has to provide a detailed document containing the site readiness requirements to the Bank. Bidder shall provide RCC Platform/Monkey cage/Snow Shield wherever necessary.
- 4.6 A dedicated Internet bandwidth of 64 Kbps (32 kbps upload and 64 kbps download) is required to be made available to all the locations on 24x7 basis . The link will be terminated at the Computer/Laptop or any other item used by the Bank installed at the CSPs. All necessary equipment hardware/software etc., required to connect the link in Computer/Laptop/Android based Tab devices port shall be provided by the selected vendor. The vendor should provide the Internet connectivity with Wi-Fi mode integrated in the IDU device. Separate module if required so may be provided with the price of the VSAT without any extra cost.
- 4.7 For VSAT System: 1.2Mtr /2W Extended C Band VSATs are considered with 64 KBPS assured band-width.

- 4.8 Security being prime concern, Solution should not breach the security of any other installations of Bank in any way.
- 4.9 The Bidder shall supply & install VSAT equipment and provide connectivity and commission them within 8 weeks of placement of purchase order for the same.
- 4.10 Complaint shall be lodged over telephone, fax, letters, SMS, email etc. with the designated officials of bidder. The bidder has to provide the call registration and escalation matrix.
- 4.11 This network provided by bidder may be utilized for use of various financial / non-financial applications.
- 4.12 The Bidder shall provide location wise uptime and bandwidth utilization report on monthly basis.
- 4.13 Bidder shall meet and responsible for all the Govt. or other Regulatory directions /requirements and ensure its compliance during the contract period.
- 4.14 The Bank reserves the right to alter the number of VSATs specified in the tender in the event of changes in plans of the Bank. Any decision of BANK in this regard shall be final, conclusive and binding on the bidder. The bank reserves the right to place order in a phased manner at L1 cost during the price validity period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the VSATs as mentioned above. Bank reserves the right to alter the quantities at any time without prior notice to the selected bidder(s).
- 4.15 Bidder should resolve any site within 48 hours from time of call log, down due to equipment/hardware failure at site. Non-compliance of this , Bank will deduct one percent (1%) for each hour , of the per link/site management cost in Annexure C Table D during warranty period and one percent (1%) for each hour of the per VSAT AMC cost of corresponding year in Annexure C Table E during AMC period
- 4.16 Help Desk at Head Office should be manned by dedicated manpower (24 X 7) of following category.

Monitoring of 300 site & Link	1 site (24 X7)
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- 4.17 Besides above, manpower should be available to support branches network during any network problem in the site. Successful Bidder to deploy adequate manpower to ensure the desired uptime.
- 4.18 The above manpower should be trained properly to identify the issue and rectify /resolved problem.



PART-V

5.1 Order details

The purchase order will be placed by the Head Office, Financial Inclusion Deptt. in the name of selected bidder as per requirement. The payment will be made by Head Office, Financial Inclusion Department and the Performance Bank Guarantee for order will be required to be submitted in the same office.

5.2 Performance Bank Guarantee

The selected bidder, within 15 days from the date of purchase order will have to furnish a Performance Bank Guarantee, format as Annexure C, issued by any scheduled commercial bank equal to 10% of the order value valid for 63 months from the date of purchase order. 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 vendor 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 vendor is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD on Delivery and installation.

5.3 Delivery and Installation

- 5.3.1 Deliveries of the equipments, installation and operationalization per site should be made within 8 weeks from the date of purchase order.
- 5.3.2 Pre-shipment Quality Inspection certificates for all equipments are to be submitted along with the invoices to the Bank.
- 5.3.3 The installation will be deemed to complete per site when all the Hardware products specified in Annexure-A have been supplied, implemented and made operationalize as per the technical specifications and satisfactory acceptance given by the Bank. The Bidder has to resolve any hardware, system software, etc. problems during successful installation and operationalization.

- 5.3.4 All the equipment supplied by the Bidder shall be legal and Bidder shall give indemnity to that effect.
- 5.3.5 Any license, if required, need to be provided by the bidder. The bidder is solely responsible for any legal obligation related to licenses during warranty period of five years for solution proposed as implemented by the bidder.
- 5.3.6 The equipments are considered accepted (Commissioned and Operationalised) after signing the Acceptance Test Plan (ATP) document jointly by the representative from the Bank and engineer from the bidder. The component level checking for individual item may be included during the acceptance test.
- 5.3.7 The bidder is required to transport the Goods to a specified place of destination within India, defined as the Project Site, transport to such place of destination in India, including insurance and storage, shall be arranged by the bidder, and the related costs shall be included in the Contract Price. Obtaining necessary road permits and other related permits will be the responsibility of the bidder.

5.4 Liquidated Damage

- 5.4.1 In case the delivery & installation is delayed beyond the scheduled time from the effective date, '**Liquidated Damage for Late Delivery & Installation;** of **5% of the Per VSAT Cost Per Site** for each calendar week of delay or part thereof subject to maximum of 10% will be imposed and will be deducted from the bill amount of that site.
- 5.4.2 If the selected Bidder fails to complete the due performance of the contract in accordance to the specification and conditions of the bid document, the Bank reverses the right either to cancel the entire order placed on the selected bidder or to accept performance already made by the bidder. The Bank reserves the right to invoke the Performance Bank Guarantee submitted by the bidder.
- 5.4.3 LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility / onus of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.

5.5 Warranty

- 5.5.1 The selected bidder shall provide warranty for all the equipment, which will be delivered & installed in sites. The period of warranty will be in accordance with Performance Bank Guarantee period as per the clause 5.2 of this RFP document. During the warranty period, the bidder will have to undertake comprehensive maintenance of the VSAT equipment supplied by the bidder.
- 5.5.2 During the warranty period the bidder should maintain the acceptance criteria and shall be responsible for all costs relating to labors, maintenance (preventive and corrective) and transport charges from and to the sites in connection with the maintenance of the solution or any components/ parts there under, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to confirm to the specifications, as specified. The bidder should inform the bank about the end of life of the product proposed
- 5.5.3 The bidder should inform the product life cycle of all the products supplied by the bidder and should specify the product road map in the technical bid.

5.6 Bidder's comprehensive maintenance during warranty period

- 5.6.1 The selected bidder shall ensure that services of professionally qualified persons are available for providing comprehensive on-site maintenance of the VSAT Network System during warranty period.
- 5.6.2 The selected bidder shall provide preventive maintenance schedules per month, which shall be specified in advance.
- 5.6.3 Bank reserves the right to enter into AMC agreement for the Systems or reject any proposal after expiry of warranty period without assigning any reason. Entering into or renewal of AMC will be done only after submission of the Satisfactory Service Report signed by the concerned authority. Payment of AMC will be made on quarterly arrears on rendering satisfactory services, against Bank Guarantee for equivalent amount with additional claim period of three months after expiry of warranty.

5.7 Price

- 5.7.1 The Price Bid must include all hardware equipments along with system configuration, Model No, Part No and Price Tag covering warranty period of

one year and comprehensive on-site AMC for a period of 4 (four) years. The Price Bid also must include all applicable taxes such as Sales/Service/Entry Tax/ Waybill etc. the cost of the octroi will be reimbursed by the Bank wherever applicable on the production of the invoice and the relevant documents.

- 5.7.2 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 validity period of the bid.
- 5.7.3 The bidder shall keep the price valid for a period of **one year** from the date of submission of bid. 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.
- 5.7.4 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 validity period.
- 5.7.5 Further, subsequent to the orders being placed/agreement executed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies viz. Sales tax, excise duty, custom duty, etc.

5.8 Payment Terms

- 5.8.1 80% of the order value **Per Site** (excluding AMC Value and Bandwidth cost) along with Sales Tax, Service Tax, Waybill etc., if required, will be paid after submission of the acceptance certificate duly signed by Bank's authorized official & satisfactory service report from the Bank where the equipment have been installed after realizing penalty charges for late delivery & installation, if any as per clause no 5.4.
- 5.8.2 Remaining 20 % order value **Per Site** (excluding AMC Value and Bandwidth cost) will be paid after One months of commissioning & successful running of the VSAT system.
- 5.8.3 Annual Maintenance charges and bandwidth cost will be paid quarterly in arrears after realizing the penalty charges, if applicable.

5.9 Paying Authority

The payments as per the payment schedule covered herein shall be paid by Financial Inclusion Department, UCO Bank, Head office, Kolkata. However, payment of the bills would be released on receipt of advice/confirmation for satisfactory delivery and commissioning, live running and service reports etc.

5.10 Acceptance by the Bank

5.10.1 The Bank will accept the VSAT Equipment on successful completion of acceptance test after the equipment is installed at the site. Unsatisfactory performance of equipment may result in the Bank's rejection of entire order.

5.10.2 The Acceptance Test shall be as per the comprehensive "Acceptance Test Plan" document to be prepared jointly by the bidder and the Bank which shall contain various tests to be performed for acceptance of the solution offered by the bidder.

5.10.3 On the evaluation of the Acceptance Test results and if required in view of the performance of the solution, as observed during the Acceptance Test, the Bidder shall take remedial measures including upgradation of the solution or of any component there under, including replacement thereof, at no additional cost to the Bank, to ensure that the solution meets the requirements of the Bank as envisaged in the Tender Document.

5.11 Bandwidth Uptime Requirement and Penalty Charges

Network Link uptime for Hub on monthly basis

Uptime	% of payment of link
99.9% or more	100%
>99.7% to <=99.9%	90%
>99.5% to <=99.7%	80%
>99.3% to <=99.5%	70%
>99.0% to <=99.3%	60%
Less than 99%	Nil

Below 99.00%, the penalty amount shall be equal to cost of Bandwidth (As per Table C in Annexure B) for one calendar month for the entire network.

Bank also reserves the right to cancel the contract and may invoke Performance Bank guaranty.

Network Link uptime for individual sites on monthly basis:

Uptime	% of payment of link
>= 99.5	100%
>=99 to <99.5	90%
>= 98 to <99	80%
>=97 to <98	70%
<97	Nil

Below 97.00%, the penalty amount shall be equal to cost of bandwidth for one calendar month for the per site (As per Table C in Annexure B). Bank also reserves the right to cancel the contract and may invoke Performance Bank guaranty

Calculation of uptime will be monthly basis as per following criteria.

$$\% \text{ of uptime} = \frac{[\text{Total hours (24X7 basis) in month} - \text{Total downtime in hours (24X7 basis) in month}] \times 100}{[\text{Total hours (24X7 basis) in month}]}$$

Bank may monitor the links by its own tool for uptime along with Service provider. In case of difference in uptime, Bank may consider the payment based on report generated by Bank's tool, if bidder is unable to justify the difference.

Following will be excluded while calculating the down time:

- Down time due to Bank issues.
- Schedule down time for maintenance activity. Bidder need to inform to the Bank at least a week before for the schedule down time and for urgent situation at least 24 hours before.

Down time due to force measure like Earth quake, Natural calamities, Riots and major power outage.

Bidder should resolved/up any site within 48 hours from time for call log, down due to equipment/hardware failure at site. Non-compliance of this , of one percent (1%) of the link per site management cost in Annexure C Table D for each hour during warranty period and of one percent (1%) of the link per AMC

cost of corresponding year in Annexure C Table E for each hour during AMC period.

5.12 Insurance

The successful bidder will get the Insurance cover, for all risks, up to date of installation of the system. The cost of the same will be borne by the bidder. The bidder has to submit a copy of the insurance document so that the Bank may get a new insurance cover after the delivery and installation of the system.

5.13 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 of the Contract, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics,
- Acts of any Government, 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 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.

5.14 Training

The Bidder shall have to train officers/designated officials of the Bank at installation site by the certified and trained engineers/personnel of the Bidder on the hardware products supplied.

5.15 Order Cancellation

The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- Delay in commissioning / implementation / testing beyond the specified period. After elapsing of stipulated time period including 10 Weeks Liquidated damages period, if selected bidder fails to

implement any or all MPLSs link in branches, the order for such links will be deemed cancelled after imposing necessary penalty amount as per LD clause 5.8 and bank will place the order to any other selected bidder.

- Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the 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.
- Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO.
- Please also refer 5.19 herein below.

5.16 Indemnity

Vendor shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notify the vendor in writing immediately on becoming aware of such claim, (ii) the Vendor has sole control of defence and all related settlement negotiations, (iii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and

(iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation.

Vendor shall be responsible for any loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc. as such liabilities pose significant risk.

Vendor should take full responsibility for its and its employee's actions.

The vendors should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

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

Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The vendor shall not indemnify the Bank for

- (i) Any loss of profits, revenue, contracts, or anticipated savings or
- (ii) Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and service providers of the Bank would be considered as a "direct" claim.

5.17 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.

5.18 Privacy & Security Safeguards

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

5.19 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.

5.20 Guarantees

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management of the Installation, Commission and Maintenance of This MPLS link scope as defined under this document, are licensed and legal. All hardware and software must be supplied with their original and complete printed documentation.

5.21 Resolution of Disputes

The Bank and the supplier Vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the Vendor, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project director and Vendor project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately refer the dispute to the senior authorised personnel designated by the Vendor and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorised personnel designated by the Vendor and Bank, the Bank and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Kolkata.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

This RFP document shall be governed and construed in accordance with the laws of India. The courts of Kolkata alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

5.22 Exit Option and Contract Re-Negotiation

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

- Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;
- Delay in offering link;
- Delay in commissioning link beyond the specified period;

- Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
- Serious discrepancy in link noticed during the testig;
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- Serious discrepancy in completion of project.
- Serious discrepancy in maintenance of project.

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.

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.

As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favourable terms in the industry, and secondly,

The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.

The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

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

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

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

5.23 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.

5.24 Termination

The Bank shall be entitled to terminate the agreement with the Selected bidder at any time by giving ninety (90) days prior written notice to the Selected bidder.

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

- The Selected bidder breaches its obligations under the scope document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice.
- The Selected bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or

becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved. The Selected bidder shall have right to terminate only in the event of winding up of the Bank.

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 selected 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.

Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

5.25 Effect of termination

The Selected bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables and maintenance.

Same terms (including payment terms) which were applicable during the term of the contract/ purchase order should be applicable for reverse transition services.

The Selected bidder agrees that after completion of the Term or upon earlier termination of the assignment the Selected bidder shall, if required by the Bank, continue to provide maintenance services to the Bank at no less favorable terms than those contained in this scope document. In case the bank wants to continue with the Selected bidder's services after the completion of this contract/ purchase order then the Selected bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.

The Bank shall make such prorated payment for services rendered by the Selected bidder and accepted by the Bank at the sole discretion of the Bank in the event of clause of termination, provided that the Selected bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be applicable to Selected Bidder. There shall be no termination compensation payable to the Selected bidder.

Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the Selected bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision Selected Bidder hereof which is expressly intended to come into force or continue in force on or after such termination.

5.26 Signing of Integrity Pact

Central Vigilance Commission (CVC) vide circular no. 015/VGL/012/-276469 dated 25.02.2015 has directed adoption of Integrity pact in Public Sector Banks.

Integrity Pact essentially envisages an agreement between the prospective vendors/Bidders and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Only those vendors/bidders who have entered into such an integrity pact with the buyer would be competent to participate in the bidding. In other Words, entering into this pact would be a preliminary qualification. The integrity pact in respect of a particular contract would be effective from the stage of invitation of bids till the complete execution of the contract.

Independent External Monitors (IEMs) for UCO Bank will be selected by CVC and the same is in process and will be informed once the selection process is completed. Format of Integrity Pact to be submitted along with the technical bid is enclosed.

Annexure-A

Checklist of Documents for Eligibility Criteria

Sl. No.	Pre-Qualifying Criterion	Documents to be submitted	Compliance (Yes/No)
1	The bidder should be in existence from last three years and should be registered as a company in India as per Company Act 1956	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office.	
2	The bidder should have profit/Positive net worth in any one year during last three financial years. Copies of annual reports and audited balance sheet for the last three years ending on 31.03.2014, 31.03.2015 and 31.03.2016 should be provided.	Copy of the audited Balance Sheets for the preceding three years (i.e. 2013-14, 2014-15 and 2015-16).	
3	The bidder should have the experience of supply, installation, integration and maintenance of VSAT Equipment for more than 3 years in India.	Copy of Client Certification for successful completion and commissioning with name and contact details of signatory.	
4	The bidder should have deployed EX –C Band VSAT System in at least one Scheduled Commercial Bank in India with minimum 80 VSATs.	Copy of Client Certification for successful completion and commissioning with name and contact details of signatory.	
5	Bidder should have their own operational HUB with a requisite wireless planning commission (WPC) clearance. The bidder also must have	Copy of Client Certification for successful completion and commissioning with name and contact details of signatory.	

	VSAT network with valid license to operate in India.		
6	The bidder should have valid license for VSAT Services and should be valid throughout the contract period.	Copy of the certificate to be submitted.	
7	Bidders should have its own network management system (NMS) to check the uptime and monitoring / maintenance of network.	Self-declaration on the letter head along-with details of NMS should be submitted.	
8	Bidder should have helpdesk support facility and shall provide telephone number of helpdesk support.	Self-declaration on the letter head along-with details of Helpdesk should be submitted.	
9	The bidder should not have been blacklisted by any Govt./Govt. Agency/Bank(s)/Financial Institutions in India in the past as on RFP submission date. An affidavit will be submitted by the Bidders that they are not the defaulters of any bank as on 30.09.2016 and their Borrowal account, if any, with any Bank is a Standard Asset	The bidder has to submit an undertaking to this effect on their Company's Letter Head. Affidavit of non-defaulter must be submitted.	

Note: -

1. In this tender process, either the Indian agent on behalf of Principal Bidder or Principal bidder itself can bid but both cannot bid simultaneously. If an agent submits bid on behalf of the Principal bidder, the same agent shall not submit a bid on behalf of another Principal bidder in the same tender for the same item or product.
2. The reply to all the compliance points should be in 'Y' only.

Place:

Date :

Signature of Bidder: _____

Name: _____

Business Address:



Annexure-B

Technical Specifications Antenna Specifications for Ext-C Band

Sl. No.	Features	Minimum Requirements	Compliance (Yes/No)
1	Antenna Size	1.2 Meters (diameter)	
2	Mount Type	Non-Penetrating mount, Elevation over Azimuth	
3	Type of Feed	Offset feed	
4	Wind Loading	Operational 80 Kmph Survival 200 Kmph	
5	Reflector	Glass Fiber Reinforced Polyster	
	Radio Frequency		
6	Receive (Input) Frequency	950 to 1750 MHz, L Band / as per standards of Ex-C band parameters	
	Others		
7	Equipped with necessary accessories and cables		

IDU Specification

Sl. No.	Features	Technical Requirements	Compliance (Yes/No)
IN Route			
1	In Route Data Rate capability	Minimum 64 Kbps , upgradable up to 512 Kbps without any change of hardware	
2	Modulation	QPSK or equivalent or better	
3	In Route Access	TDMA/FTDMA/MFTDMA or equivalent	
	OUT Route		
4	Out Route Data Rate	Upto 40 Mbps	
5	Modulation	QPSK or equivalent or better	
	Physical Interface		
6	No of Ethernet Port	One	
7	Port Speed	10/100 Mbps	
8	Data Transport Protocol	TCP/IP and UDP , TCP acceleration	
9	The IDU shall support	Packet Filtering , TCP spoofing , QOS for both inbound and outbound.	
	Others		
10	The IDU shall support	Packet Filtering, TCP spoofing, IPv4 & IPv6 both, QoS on both inbound and outbound	
11	Other essential Features	Provision for accessing the specified bandwidth through WiFi. Bidder should	

		provide Wi-Fi Router , if it's not with IDU itself.	
12	Access Scheme on Inbound	Guaranteed Bandwidth, Bandwidth on demand, Mix of the above	



Annexure-C

Technical Bills of Material

SI No	Network equipment/Internet Connectivity	Make / Model/Part No./ Version	Qty
1	VSAT Equipment (IDU, ODU, other necessary device/items) with 1 year warranty		300
2	Snow Shield 1 year warranty		100
3	Monkey Shield 1 year warranty		150

SI No	Internet Connectivity	Bandwidth (Download/upload) and Frequency	Qty
1	Internet (64kbps) per VSAT BW per annum		300



Annexure-D

Commercial Format

VSAT Equipment				Table A		
Sl No	Network equipment/Internet Connectivity	Make / Model/Part No./ Version	Qty	Unit Price (in ₹)	Taxes * (in ₹)	Total Price including taxes (in ₹)
1	VSAT Equipment (IDU, ODU, other necessary device/items) with 1 year warranty		300			
2	Snow Shield 1 year warranty		100			
3	Monkey Shield 1 year warranty		150			
Sub Total A						
Installation Charges				Table B		
Sl No	Network equipment/Internet Connectivity	Make / Model/Part No./ Version	Qty	Unit Price (in ₹)	Taxes * (in ₹)	Total Price including taxes (in ₹)
1	Installation Charges including the RCC platform		300			
2	Installation of Snow Shield		100			
3	Installation of Monkey Shield		150			
Sub Total B						
Bandwidth Table C						
Sl No	Internet Connectivity	Bandwidth (Download /upload) and Frequency	Qty	Per VAST cost per year (in ₹)	Taxes * (in ₹)	Total Price including taxes (in ₹)
1	Internet bandwidth(64kbps) per VSAT per annum		300			
Sub Total C						
Link Management Service				Table D		
Sl No	Link/Site	No. of site/link	Unit Price (in ₹)	Taxes * (in ₹)	Total Price including taxes (in ₹)	
1	Onsite Engineer for Link & Site	300				

	Monitoring as per SOW 4.16 clause				
Sub Total D					

Annual Maintenance			Table E		
SI No.	Description	Qty.	Unit Price (in ₹)	Taxes * (in ₹)	Total Price including taxes(in ₹)
1	AMC for 2nd year for VSAT Equipment (IDU, ODU, other necessary device/items)	300			
2	AMC for 3rd year for VSAT Equipment (IDU, ODU, other necessary device/items)	300			
3	AMC for 4th year for VSAT Equipment (IDU, ODU, other necessary device/items)	300			
4	AMC for 5th year for VSAT Equipment (IDU, ODU, other necessary device/items)	300			
5	AMC for 2nd year for Snow Shield	100			
6	AMC for 3rd year for Snow Shield	100			
7	AMC for 4th year for Snow Shield	100			
8	AMC for 5th year for Snow Shield	100			
9	AMC for 2nd year for Monkey Shield	150			
10	AMC for 3rd year for Monkey Shield	150			
11	AMC for 4th year for Monkey Shield	150			
12	AMC for 5th year for Monkey Shield	150			
Sub Total E					

Grand Total		Table F
SI No	Description	Total
1	VSAT Equipment (A)	
2	Installation Charges (B)	
3	Bandwidth (C)	

4	Link/site Management Service (D)	
5	Annual Maintenance (E)	
Grand Total (F =A+B+C+D+E)		

Note:

1. In case of discrepancy between figures and words, the amount in words shall prevail.

2. Bidders should strictly quote in the format and for periods as mentioned above. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid. The actual cost of Octroi, if applicable will be reimbursed as applicable.

3. Present Rate of Sales tax/VAT/Service tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable sales tax/VAT/Service tax ruling at the time of actual delivery of service/implementation and resultant billing.

4. Commercial Bid will be opened before the technically qualified vendors and they will be asked to participate in reversed bidding.

5.The bidder with lowest commercial cost in Table E (Grand Total E) above will be selected as L1 bidder.

6. In the event the vendor has not quoted or mentioned any component or services required, for evaluation purposes the highest value in the submitted bids for that particular link type would be used to calculate the TCO. For the purposes of payment and finalization

Annexure-E

PROFORMA FOR PERFORMANCE GUARANTEE **(To be stamped in accordance with the stamp act)**

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "Purchaser") having agreed to exempt M/s **(Name of the Selected bidder Company)** a Company incorporated under the Companies Act, 1956 having its registered office at **(Address of the Selected bidder company)** (hereinafter called "SELECTED BIDDER") from the demand, under the terms and conditions of Purchaser's Letter of Intent bearing no.dated issued to the Vendor (hereinafter called "Purchase Order") in pursuance of Request For Proposal no. -----as modified, of security deposit for the due fulfillment by the VENDOR of the Terms and conditions contained in the Purchase Order, on production of a Bank Guarantee for Rs....(Rupees.... Only).

We,..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "Bank") at the request of [VENDOR] do hereby undertake to pay to Purchaser an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by Purchaser by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.

2. We[indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from Purchaser stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We undertake to pay to Purchaser any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

4. We, [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by

virtue of the said have been fully paid and its claims satisfied or discharged or till Purchaser certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We [Indicate the name of bank ISSUING THE GUARANTEE] further agree with Purchaser that Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.

7. We, [Indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of Purchaser in writing. Notwithstanding anything contained herein:

- i) Our liability under this Bank Guarantee shall not exceed Rs....(Rupees.....) only.
- ii) This Bank Guarantee shall be valid upto and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

..... (date of expiry of Guarantee including claim period).

8. Dated the day of for [Indicate the name of Bank]

NOTE:

1. Selected vendor should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.

2. Bank guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.

Annexure-F

Compliance Chart

Compliance chart for submitting Request for Proposal (RFP) For Selection of Service Provider to provide Internet Connectivity to Kiosk/Fixed Customer Service Points (CSPs) using VSATs in CAPEX Model

SI No.	Particulars	Compliance Status (Yes / No)
1.	Are Technical & Commercial bid submitted under separate sealed envelopes?	
2.	Is the Technical bid made in conformity with technical specification as per Annexure –A?	
3.	Is the Commercial bid made in conformity with technical specification as per Annexure –C?	
4.	Whether Commercial format is mentioned in Technical offer document?	
5.	Whether Model No. is mentioned in Commercial Bid document?	
6.	Are the Technical & Commercial Bids organized properly?	
7.	Are all the pages numbered properly and signed?	
8.	Can delivery of VSAT equipment be made within 8 weeks from the date of purchase order and install the system within 3 days after delivery?	
9.	Is the schematic diagram of the propose solution submitted?	
10.	Annexure –A,B,C,D,E,F,G,H,I,J is enclosed with duly signed	
11.	Is the softcopies of the response of Technical Commercial RFP submitted in separate CDs?	
12.	Are document in support of all eligibility criteria submitted	
13.	Are your solution complied with all Scope of work	

Annexure –G

The General Manager (IT, BPR & BTD)
UCO Bank,
Head Office
Department of Information Technology
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064

Sir,

Reg.: Our bid for Selection of Service Provider to provide Internet Connectivity to Kiosk/Fixed Customer Service Points (CSPs) using VSATs in CAPEX Model

We submit our Bid Document herewith.

We understand that

You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.

If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by UCO bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance there-of, shall constitute a binding contract between us.

If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.

Bidder means the bidder who is decided and declared so after examination of commercial bids.

The names of shortlisted bidders after the completion of the bidding process (Technical Bid), and the name of successful bidder to whom the contract is finally awarded after the completion of Commercial Bid, shall be displayed on the Notice Board of the purchaser at UCO Bank, Head Office, Department of Information Technology, DD Block, sector-I, Salt Lake Kolkata – 700064.

Yours faithfully

For.....

(Signature and seal of authorized person)

Place:

Date:

Annexure –H

SECURITY BID

(To be stamped in accordance with the stamp act)

WHEREAS UCO BANK a body corporate constituted under The Banking companies (Acquisition & Transfer of Undertakings Act of 1970), having its Head Office at 10, B.T.M. Sarani, KOLKATA – 700 001, (hereinafter called "**UCO BANK**") which expression unless expressly excluded or repugnant to the context shall also include its successor, assigns, attorneys, agents, representatives, authorized officer and all and any such officer having the power and authority to represent the Bank) has released a Request For Proposal (RFP) dated..... For Supply, Installation, Integration and Maintenance of VSAT Network system for Banks Kiosk/Fixed Customer Service Points (CSP)

AND

WHEREAS (Herein after called the **Bidder**) has responded to the request for proposal given by **UCO BANK** and has submitted a proposal for the Supply, Installation, Integration and Maintenance of VSAT Network system for Banks Kiosk/Fixed Customer Service Points (CSP)

vide its. Response Document dated

AND WHEREAS **UCO BANK** has agreed to accept from the **Bidder** the said proposal For Supply, Installation, Integration and Maintenance of VSAT Network system for Banks Kiosk/Fixed Customer Service Points (CSP) same for the purpose of determining the suitability of the same for implementation.

AND WHEREAS the **Bidder** has requestedBank having its head office at.....(herein after called the **Guaranteeing Bank**) to irrevocably guarantee an amount of ₹ 2.00 Lac (Two Lac only) to **UCO BANK** as required to be submitted the '**Bidder**' as a condition for participation in the RFP evaluation process.

AND WHEREAS.....the **Guaranteeing Bank** has agreed to irrevocably guarantee an amount of ₹ 2.00 Lac (Two Lac only) to **UCO BANK** as Bid Security as required to be submitted the '**Bidder**' as a condition for participation in the RFP evaluation process

NOW THIS DEED OF GUARANTEE WITNESSETH AS UNDER:

Whereas the '**Bidder**' has submitted a proposal in response to the RFP released by **UCO BANK**, we, _____Bank (the **Guaranteeing Bank**)

having our head office at _____ hereby irrevocably guarantee an amount of ₹ 2.00 Lac (Two Lac only) to **UCO BANK** as bid security as required to be submitted by the '**Bidder**' 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:

If the **Bidder** withdraws his proposal during the period of the proposal validity; or

If the **Bidder**, 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 & Conditions mentioned in the RFP.

We, the **Guaranteeing Bank**, undertake to pay immediately on demand to **UCO BANK** the said amount of ₹ 2.00 Lac (Two Lac only) 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 **Bidder**.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed ₹ **2.00** Lac (Two Lac only).
2. This Bank guarantee will be valid up to / / 20.....; and

In witness whereof the Guaranteeing Bank, through its authorized officer has sets its hand and stamp on this _____ day of _____ at _____.

Annexure –I

(Letter to be submitted by the Manufacturer on firm's letter head or MAF)

To

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

Dear Sir

**Ref: Your RFP for VSAT systems dated 08/11/2016 vide ref no -
UCO/DIT/VSAT/1478/2016-17**

We who are established and reputable manufacturers of _____(name & descriptions of goods offered) having factories at (address of factory) do hereby authorize

M/s _____ (Name and address of Agent) to submit a bid, and sign the contract with you for the goods manufactured by us against the above Request for Proposal (RFP).

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation for a period of 7 years from the date of contract. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

a) Such Products as the Bank may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and

b) In the event of termination of production of such Products:

i. Advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and

ii. Following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

We hereby extend our full comprehensive guarantee and warranty as per Conditions of Contract for the goods and services offered for supply by the above firm against this RFP, and will provide the contracted services if M/s_____is not able to perform the obligations as per the contract.

Yours faithfully (Name)

(Name of manufacturers)



Annexure -J

TENTATIVE LIST OF LOCATIONS

Rural areas with difficult terrain, where connectivity and or power supply problems exists. Exact list with details will be provided with Purchase Order.

State wise tentative locations are as below :

State	District	No of SSA
ASSAM	Sonitpur	14
	DARRANG	11
	SONITPUR	25
	Tinsukia	5
	UDALGURI	7
	Udalguri	19
CHHATISGARH	DANTEWADA	1
	Kondagoan	1
	SUKMA	4
HIMACHAL PRADESH	Shimla	3
	SIRMOUR	13
	SOLAN	5
JHARKHAND	Chatra	1
	Dhanbad	15
	Giridih	1
	Hazaribagh	2
	Ranchi	1
	Simdega	1
MAHARASHTRA	AKOLA	6
	Amravati	1
	Chandrapur	3
	NAGPUR	13
MIZORAM	AIZAWL	4
NAGALAND	DIMAPUR	5
	KOHIMA	4

**Total Number of
Tentative Locations= 275**

State	District	No of SSA
ODISHA	Angul	11
	Balasore	14
	Bargarh	5
	Bhadrak	7
	Bolangir	2
	Cuttack	8
	Dhenkanal	4
	Ganjam	4
	Jagatshingpur	5
	Jajpur	4
	Kalahandi	1
	Kendrapara	5
	Khurda	5
	Nayagarh	8
TAMIL NADU	Puri	4
	Sambalpur	1
UTTARAKHAND	Subarnapur	1
	Sundargarh	1
	Madurai	3
	Almora	1
WEST BENGAL	Bageshwar	3
	Dehradun	1
	U.S.NAGAR	1
WEST BENGAL	BIRBHUM	7
	COOCHBEHAR	1
	JALPAIGURI	2
	UTTAR DINAJPUR	1

Annexure-K

PRE CONTRACT INTEGRITY PACT

General

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

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

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

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage

of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis favour to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the

BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

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

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.

- 4:2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

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

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of UCO Bank, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the UCO Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 6.2 The BUYER will be-entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PS U and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that

provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

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

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic Situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including

warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

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

BUYER

Name of the Officer:



BIDDER

Authorised Signatory:

Designation:

Deptt:

Witness

Annexure-L

PROFORMA FOR DEED OF INDEMNITY

This Deed of Indemnity executed at On the ____ day of _____ 2016 by M/s Name of the vendor (hereinafter referred to as "the Obligor" or "Vendor" which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

UCO Bank a body corporate constituted under the Banking Companies (Acquisition and transfer of undertakings) Act, 1970, having its Head Office at No. 10, BTM Sarani, Kolkata-700001 (hereinafter referred to as "UCO Bank", which expression unless expressly excluded or repugnant to the context shall also include its successor, assigns, attorneys, agents, representatives, authorized officer and all and any such officer having the power and authority to represent the Bank)

WHEREAS

1. The Obligor has
 - A. offered the Implementation of Maintenance & Support of Building Management System as prescribed in the Agreement / Contract dated _____ during the period of three years from the date of acceptance of the purchase order / date of agreement issued by the Bank from time to time. The services offered by the Obligor would be herein after referred to as " Supply/Services".
 - B. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract/ Agreement with UCO BANK.
2. UCO BANK, relying and based on the aforesaid representations and warranties of the Obligor, has agreed for getting services from the selected vendor.
3. One of the conditions of the aforesaid Agreement is that the Obligor is

required to furnish an indemnity in favour of UCO BANK indemnifying the latter against any claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to UCO BANK as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.

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

NOW THIS DEED WITNESSETH AS UNDER:-

In consideration of UCO BANK having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Agreement/Contract, the Obligor do hereby agree and undertake that:-

The obligator shall indemnify, protect and save the UCO Bank and hold the UCO Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project. Vendor shall further indemnify the UCO Bank against any loss or damage to the UCO Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the UCO Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the UCO Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the UCO Bank notify the vendor in writing immediately on becoming aware of such claim, (ii) the Vendor has sole control of defence and all related settlement negotiations, (iii) the UCO Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and (iv) the UCO Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is

clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the UCO Bank (and/or its customers, users and service providers) rights, interest and reputation.

Vendor shall be responsible for any loss of life, etc., due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk.

Vendor should take full responsibility for its and its employee's actions.

The vendors should indemnify the UCO Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the vendor with Laws / Governmental Requirements
 - Negligence and misconduct of the Vendor, its employees, and agents
 - Breach of any terms of RFP, Representation or Warranty
 - Act or omission in performance of service.
1. the Obligor shall, at all times hereinafter, save and keep harmless and indemnified UCO BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against UCO BANK by whomsoever and all losses, damages, costs, charges and expenses that UCO BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.
 2. The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
 3. If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by

the concerned authorities without any delay.

4. The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO BANK or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.
5. The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to UCO BANK).
6. This indemnity shall survive the aforesaid Agreement.
7. 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 aforesaid Agreement and or as stated above.
8. This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Kolkata. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.
9. UCO BANK may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of UCO BANK

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of _____)
_____) by the hand of _____)
_____, the authorized official of the Obligor)

