



UCO BANK

REQUEST FOR PROPOSAL (RFP)

For

**Supply, Installation & Maintenance of
Flatbed Scanners (Retendering Through
e-Tendering Process)**

RFP NO: UCO/DIT/859/2016-17

Date: 11/08/2016

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

The information provided by the bidders in response to this Request For Proposal (RFP) will become the property of UCO Bank and will not be returned. The Bank reserves the right to amend, rescind, cancel or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding upon them. The Bank also reserves its right to accept or reject any or all responses to this RFP without assigning any reason whatsoever.

This document is prepared by UCO Bank for Supply, Installation and Maintenance of Flatbed Scanners. 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 supplier/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.

TABLE OF CONTENTS

SECTION	SUBJECT	PAGES
I	INVITATION FOR BIDS (IFB)	4
II	ELIGIBILITY OF BIDDERS (EOB)	7
III	INSTRUCTIONS TO BIDDERS (ITB) & TERMS & CONDITIONS OF CONTRACT (TCC)	9
IV	REQUIREMENT OF ITEMS (ROI)	27
V	TECHNICAL SPECIFICATIONS	28
VI	COMMERCIAL BID FORMATS	29
VII	ANNEXURES	30

SECTION – I: INVITATION FOR BIDS (IFB)**1. INTRODUCTION**

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, hereinafter called "The Bank", is one of the leading public sector Bank in India having nearly 3000+ branches, spread all over the country. Bank has deployed Finacle as a Core Banking Solution for all its Branches and is in the process of updating/strengthening / automating / supplementing all operations in the controlling offices / CBOs / branches.

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

2. Information to the bidders

The selected bidder(s) is/are required to keep the quoted price valid for a period of twelve months or till validity of Contract Period whichever is later. **Any offer falling short of the validity period is liable for rejection.** The price shall be for delivery at desired destination in India including installation/commissioning and complete operationalization and including statutory levies, if any. The selected bidder(s) must undertake to pass on the benefit of offers / promotions and subsequent reduction in the price and / or reduction in taxes, duties payable in this connection. **UCO Bank may extend the period of validity of prices and quantity after expiry of the price validity or after procurement of maximum quantity mentioned in the RFP at mutually agreed terms.** The quantity of each item mentioned in the RFP is indicative only which may vary as per requirement of the Bank.

Bank reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of Bank in this regard shall be final, conclusive and binding upon the bidders. The bank reserves the right to accept or reject any bid in part or in full, and to cancel the bidding process and reject all bids at any time prior to the award of the contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Bank's action. During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false/incorrect information the bid will be rejected summarily by the Bank.

The quantity mentioned in the RFP is indicative only. Bank does not guarantee any minimum or maximum quantity of procurement. Purchase Order shall be placed by HO, CO and ZOs. Delivery locations shall be any branch / office across the country.

Conditional tenders shall not be accepted on any ground and shall be summarily rejected.

3. The Bid details are as follows:

Bid Details – Control Sheet Table		
1.	Date of issue of RFP online	11-08-2016
2.	Cost of RFP Document	As mentioned in the Section – IV
3.	Pre-Bid queries to be received only online at	https://eauction.auctiontiger.net upto 17:00 Hrs of 17-08-2016
4.	The Pre-bid meeting will be held on	18-08-2016 at 11.00 hrs at: UCO Bank, Head Office – 2, 5 th floor 3 & 4 DD Block Sector – I, Salt Lake, Kolkata – 700 064
5.	Last date & time for online submission of Bid Documents and response	01/09/2016 at 15.00 hr at https://eauction.auctiontiger.net
6.	Date and Time of Opening of a) Technical Bid b) Commercial Bid	a) Technical Bid: 01-09-2016 , 15.30 hrs onwards b) Date of opening of commercial bid will be intimated separately to technically qualified bidders
7.	Website for Online RFP	https://eauction.auctiontiger.net/EPROC/
8.	Authorized Person for opening of bid	Mr. B. Mothilal, AGM (IT) UCO Bank Department of Information technology
9.	Address for support for online RFP	KIRAN RAJGIRI e-Procurement Technologies Ltd. Email: kiran.rajgiri@auctiontiger.net Landline: +91 79 40230809/808/803

Note:

1. Bids will be opened by bank officials, submitted online by bidders. In case the specified date of submission & opening of Bids is declared a holiday under NI act in West Bengal,

the bids will be received till the specified time on next working day and will be opened at 3:30 pm. on that day.

2. All bids must be accompanied by bid security as specified in the Bidding Document and must be delivered at the above office on or before specified date and time indicated above.

3. Pre-bid queries will be received by the Bank as specified in the Bidding Document. If the Bank is not satisfied with the technical specifications and the feasibility of the technical offers submitted by any bidder, the commercial offers of that bidder will not be opened. Technically disqualified offers will not be evaluated any further and no discussions / interactions will be entertained from such bidders.

Important note:

The vendors are requested to note that they cannot make their online submission after the time stipulated above and no extension of time will normally be permitted for submission of bid.

The bidders are requested to note that it is mandatory to have a valid digital certificate issued by any of the valid certifying authority approved by Govt. of India to participate in the online bidding. The bidders are requested to ensure that they have the same, well in advance or if any assistance is required for the purpose, bidders can contact service provider (M/s e-Procurement Technologies Ltd.)

Minimum requirement for e-Tendering:

1. Computer/Laptop with internet connection
2. Operating system – Windows XP Service pack -3 / VISTA/ WINDOWS 7 or above
3. Digital certificate -Class II or III, Signing + Encryption.

SECTION – II : ELIGIBILITY CRITERIA OF THE BIDDER

Eligibility Criteria

Sl.	Clause	Documents Required
A	The bidder must be a Limited Company, registered in India under the companies Act 1956 / 2013 (Proof required) OR Concerns registered as MSME Entrepreneur & still categorized as MSME as on RFP submission date.	Certificate of Incorporation, VAT, Sales Tax, PAN, TAN, Service Tax Registration No, MSME Regn. (if applicable)
B	The bidder should be an OEM or their authorized representative. In case of authorized representative, a letter of authorization from original manufacturer must be furnished in original duly signed by the authorized signatory on their Letter-head.	Undertaking from the OEM as per format given in Annexure- C.
C	The bidder should have posted net profit in at least two years out of the last three financial years, i.e., 2012-13, 2013-14 and 2014-15.	Certificate from Chartered Accountant stating Net Worth, Turnover and Profit/Loss for last 3 financial years. And Audited Balance Sheets for last 3 years, i.e., 2012-13, 2013-14 & 2014-15.
D	The bidder should have minimum Net Worth (capital + reserves – accumulated loss if any) of Rs. 2 Crores to apply for participating in the bidding.	
E	The bidder should have a minimum yearly turnover of Rs. 3 crores to take part in this tendering process.	
F	Any bidder, who is already debarred / blacklisted by any Bank/FI/Govt. Organization for non-performance or any other reason as on date of submission of bids is not eligible to participate.	An undertaking to this effect in the company's letterhead signed by authorized signatory
G	The bidder should have all India presence with Offices / Support Centers at minimum 100 centers with at least 3 engineers where UCO Bank is having its Zonal Offices (List of Zonal offices is given in Annexure- G) to support the branches under its command. In case the bidder is not having own office at the 100 locations as above and wishes to provide support services through partner/franchisee to those locations, a letter from the partner /franchisee should be enclosed stating that they will be providing support services to UCO bank branches/ offices for purchase under this contract.	A letter of undertaking to be given by the bidder. (Escalation matrix covering all 49 Zones of the Bank to be provided in case of selection or at the time of evaluation)

H	<p>The bidder should have executed orders for supply of Flatbed Scanners in last three years aggregating to not less than Rs.50 lacs to apply. Of the above, orders aggregating to Rs.25 lacs should be from Govt./Public Sector Organizations.</p>	<p>Related Purchase Order copies to be submitted along with copies of related invoices.</p>
---	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------

Bidders who fulfill the above eligibility criteria should only to respond to the RFP. Offers received from the bidders who do not fulfill any of the eligibility criteria in terms of this RFP are liable to be rejected. The Bank reserves the right to interpret the documents/proof of eligibility submitted by the bidders and may choose to accept / reject the proof of eligibility or may also call for further clarification with respect to any documents submitted by the bidder. The experience and expertise of the bidder, field record of satisfactory services, and Bidder's compliance with all these requirements must be substantiated with credible documentary proof such as customer Purchase Orders with dates and audited Balance Sheet for the last three years as herein specified.

Bidders, who have not satisfactorily completed any of the earlier Contracts or Purchase Orders issued by UCO Bank, will not be eligible to participate in this tender process.

Note: Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the already submitted documents.

SECTION – III: INSTRUCTIONS TO BIDDERS

1. General Terms & Conditions:

- a. The response to the Request for Proposal (RFP) should be complete in all respect and must contain all price information in the format given in Section - VI. The price quoted in the commercial bid should be clear, legible in all respect. The price quoted should not lead to any ambiguity.
- b. 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 published in Bank's Website (www.ucobank.com) & at <https://eauction.auctiontiger.net> and the amendments shall be binding on them. In case of any amendment, UCO Bank may extend the deadline for submission of RFP in order to provide a reasonable time to the prospective bidders.
- c. If the service provided by the vendor is found unsatisfactory or if at any time during the period of contract it is found that the information provided by the bidder or any claim is false or if irregularities shown by the bidder for applying for the Rate Contract is detected, the Bank reserves the right to cancel the contract and remove such vendors from the list of empanelled vendors without giving any notice to the vendor.
- d. **The vendor, if earlier selected by the Bank for supply of any equipment / hardware item, should have satisfactory record in Delivery / Supply / Support of the related equipment. Bank shall have the right to reject the proposal of such vendors where past performance with the Bank is not satisfactory.**
- e. In case of Authorized Distributor and Reseller there should be a back to back arrangement with the OEM for deliverables (spares & skill), supported by documentary evidence/s.
- f. The vendor should mention the extent of uptime supported by documentary evidences. Vendors dealing in products having uptime less than 98% need not apply.
- g. While deciding upon the selection of vendors, emphasis will be given on the ability and competence of applicants to do quality work within the specified time schedule. The decision of the Bank in selection of the vendors for Rate Contract will be final.
- h. The Bank reserves the right to accept / reject any or all offers submitted in response to this advertisement without assigning any reason whatsoever and Bank's decision will be final in this regard.
- i. The vendor has to submit the documents pertaining to all products (product specifications) for which interest is expressed.
- j. If the Bank is not satisfied with the technical specifications and the feasibility of the technical offers submitted by any bidder, the commercial offers of that bidder will not be opened. Technically disqualified offers will not be evaluated

any further and no discussions / interactions will be entertained from such bidders.

- k. Both an OEM and their partner can not quote same product for this RFP. In such cases the bid quoted by OEM only shall be considered and the bid submitted by the partner shall not be considered for evaluation.
- l. Bids submitted by MSME Entrepreneurs will be considered in terms of Procurement Policy 2012 of Govt. of India and its subsequent amendments if applicable to items covered in this RFP, subject to their matching L1 price and their products subject to being tested for performance &/or benchmarked by a third party agency of repute.

2. Scope of Work:

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

- i) Bidder should be capable of providing all the equipment and service there on for which they have submitted their bids.
- ii) Bidders need to have a co-ordination with their OEM (if any) for integrating the items supplied by them for the branches/offices to function smoothly.
- iii) Bank desires to procure flatbed scanners for the branches/offices under its various Zones/Circles; hence the selected bidder should work seamlessly throughout the Country.
- iv) The Bank reserves the right to shift the equipment to a suitable location depending upon the need. The bidder will arrange to shift the equipment, install and commission the same at the shifted location at mutually agreed shifting charges.
- v) The Hardware vendor will generate the configuration/specification report and present the printout of the same along with installation report to the branch/office for their verification & signature.
- vi) Obtaining of the Road Permits, FORM 32, security forms etc. will be the sole responsibility of the successful bidder at its own cost.
- vii) Before award of the contract to the successful bidder/s the configuration settings like partition of hard disk, disabling of USB Ports, software dump etc., will be shared by the Bank and the successful bidder/s will have to configure / install accordingly.
- viii) The Scope of Work also includes the scope provided under general terms & conditions and instructions to the bidders in the RFP.
- ix) The bidder(s) will undertake to ensure availability of offered hardware items during the rate contract period as well as maintaining sufficient inventory of genuine spare parts for a minimum period of 3 years for the hardware items supplied under this rate contract.
- x) Successful bidder will be responsible for affixing asset tags and complete inventory details of each hardware equipment supplied to the Bank. The Asset Tags so printed by the successful bidder must have the company's logo

along with other details like warranty/AMC validity, call logging no., mail id etc. The asset tag details for the Hardware would be mutually decided by the Bank and the successful bidder.

- xi)** The bidder(s) has to submit an undertaking (format enclosed in the annexure I) along with the delivered items, signed by the officials not lower than the company secretary of the system OEM, certifying that all the components/parts/assembly/software used in the proposed hardware are original/new components/parts/assembly/software and that no refurbished/duplicate/second hand components have been used or would be used.
- xii) The validity of Rate Contract will be for one year from 01-07-2016 to 31-03-2017 which may be extended by the Bank with mutual consent.**

3. Tender Document & Fee:

The tender document should be downloaded from the Bank's official website **www.ucobank.com** and from **https://eauction.auctiontiger.net**. The bidder downloading the tender document from the website is required to submit a non-refundable fee, for an amount as mentioned in Section – IV against the respective group, in the form of Demand Draft, Pay Order or Banker's Cheque in favour of UCO BANK, payable at Kolkata, at the time of submission of the technical bid online (scanned copy should have to be uploaded and the original instrument must be sent to this office within 3 days from date of submission of bid. Bids without cost of RFP/ Tender document fee are liable for rejection.

4. Earnest Money Deposit (EMD):

- (i) The Bidder(s) must submit Earnest Money Deposit (EMD) for the amount mentioned in Section - IV in the form of Bank Guarantee issued by a PSU bank (other than UCO Bank) valid for a period of 180 days from the date of opening of Technical Bid. Particulars/scanned copy of EMD should be uploaded online and the hard copy must reach this office within 3 days from the date of submission of bid. **(A/c no- 18700210000755, A/c Name- M/s HO DIT, IFSC Code- UCBA0001870)**
- (ii) Non-submission of EMD will lead to rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the tendering process. The EMD of the successful bidder(s) shall be returned on submission of Bank guarantee / Security Deposit mentioned in Clause 22. No interest shall be paid on the EMD.
- (iii) The Earnest Money Deposit shall be forfeited under the following circumstances:
 - a. If any of the bidder, withdraws themselves from the Rate Contract process during the bid validity period (180 days from the date of opening of bid).
 - b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or

c. In case of the successful bidder, if the bidder fails:

- To sign the contract in the form and manner to the satisfaction of UCO BANK
 - To furnish performance bank guarantee in the form and manner to the satisfaction of UCO Bank within the stipulated period.
- (iv) Exemption from submission of EMD shall be given to bidders who are Micro, Small & Medium Enterprises (MSME) and are registered with National Small Scale Industrial Corporation Ltd (NSIC) under its "Single Point Registration Scheme". The bidder has to submit necessary document issued by NSIC to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC which are valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining NSIC registration will not be considered for EMD exemption.

As per Government of India guidelines, there is a special provision for Micro & Small Enterprises owned by Scheduled Castes & Schedule Tribes. Out of 20% target of annual procurement from Micro & Small Enterprises, a sub-target of 20% (i.e., 4% out of above 20%) shall be earmarked for procurement from Micro & Small Enterprises owned by Scheduled Castes & Schedule Tribe entrepreneurs. Provided that, in the event of failure of such Micro & Small Enterprises to participate in the tender process or meet tender requirements and L1 price, 4% sub-target for procurement earmarked for procurement from Micro & Small Enterprises owned by Scheduled Castes & Schedule Tribe entrepreneurs shall be met from other Micro & Small Enterprises.

(It is clarified that necessary & valid documents should be submitted by the Micro & Small Enterprises and SC/ST Micro & Small Enterprises owners to avail the preference).

Further, participating Micro & Small Enterprises bidders quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement if they agree to bring down their price to L1 price in a situation where L1 price is from some firm other than a Micro & Small Enterprise and such Micro & Small Enterprise shall be allowed to supply upto 20% of total tendered value. In case of more than one such Micro & Small Enterprises, the supply shall be shared proportionately.

5. **Manufacturer's Authorization Form (MAF):**

Vendors, other than the Original Equipment Manufacturers (OEM), must submit a letter of authority (Annexure – C) from their manufacturers that they have been authorized to quote on behalf of the manufacturer. The bidder will have to submit a Undertaking issued by the OEM specifically mentioning therein that the OEM shall provide back to back support for spare & skill to the bidder for subsequent transmission of the same to the Bank.

6. Alternative offers:

No alternative offer for any of the equipment is acceptable. Only one single product (Make & Model) for each item should be offered which is cost-effective and meets the Technical specifications. *The solution offered should be such that it is available for the entire period of the Contract Period. Vendors should not quote products which are likely to be declared end of life/end of support for the next five years. No change request for Make & Model will normally be entertained during the concurrency of the contract period. However, if it happens, empanelled vendors will obtain approval from the bank and supply the next higher version of the technically accepted product at the same administered empanelled price.*

7. Erasures or Alterations:

There should be no unauthenticated hand-written material, corrections or alterations in the offer. The offers containing unauthenticated erasures or alterations will not be considered. Technical details must be completely filled up correctly about the product being offered without corrections/alterations. UCO Bank may treat offers not adhering to these guidelines as unacceptable.

8. Pre-Bid Queries / Pre-bid Meeting:

Pre-bid queries from the prospective bidders will be received only online at above mentioned website as per time schedule indicated in the Bid Control Sheet. The Pre-bid meeting will be held as per time schedule indicated in the Bid Control Sheet. No individual consultation shall be entertained. The clarifications of the Bank on the queries raised by the Bidders or any addendum / corrigendum would be uploaded in Bank's website at least seven days before the date of submission of the bids and this will be binding on all the bidders and such clarifications will become part of and parcel of the RFP. Bank at its own discretion may / may not answer any or part of the pre bid queries.

9. Modification and Withdrawal of Offers:

The vendor may modify or withdraw its offer after its submission, provided that written notice of the modification or withdrawal is received by UCO Bank prior to the closing date and time prescribed for submission of offers. No offer can be modified by the vendor subsequent to the closing date and time for submission of offers.

10. Two Bid System:

UCO Bank will follow Two Bid System i.e. Technical Bid – containing Technical Information & Commercial Bid (Indicative) - containing Price Information. Technical evaluation would be completed first, and then Price information in Commercial Bid

(Indicative) will be opened online. The Commercial Bid (Indicative) should contain all relevant price information and should not contradict the Technical Offer in any manner. Thereafter, to arrive at the final price for the item as listed above, Bank will invite bidders for Reverse Auction (RA) to discover L1 bidder.

Commercial Evaluation / Reverse Auction

The Bidders who are technically qualified or have not been rejected / disqualified by the Bank, will be asked to participate in the reverse Auction, which will be conducted for determining the L1 vendor. The business rules, term and conditions of the Reverse Auction process will be provided to such short listed bidders in due course. Bidders have to comply with the procedure prescribed by the vendor appointed by the Bank for e-tendering / reverse auction. The technically qualified bidders will only be advised about the date of the reverse auction and date of training for this purpose.

Bank reserves its right to invite all the technically qualified bidders for the Reverse Auction. However there would be no compulsion on the part of the Bank to necessarily accept these prices of Reverse auction.

On completion of the Reverse Auction, the Bank will evaluate the resultant price for each item for respective group. The L-1 bidder will be determined on the basis of the lowest price quoted / offered in the Reverse Auction.

11. Preliminary Scrutiny:

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

12. Technical Evaluation:

Technical evaluation would be done to examine whether offered items which is / are mentioned in Section - IV are matching with the specifications as asked for. Deviation from specifications stipulated may make the offer liable for rejection. However, UCO Bank, at its sole discretion, may waive any minor deviation in an offer and this shall be binding on all vendors.

All bidders, who meet all terms and conditions of the tender and technically qualify in the items specifications, will be declared as technically qualified. Only technically qualified bidders' will be asked to participate in reverse auction.

13. Clarification of Offers:

For proper scrutiny, evaluation and comparison of offers, UCO Bank may, at its discretion, ask some or all vendors for clarification of their offer. The response to such clarifications should necessarily be in writing. If deemed necessary, the vendor is required to give presentation on the systems offered. However, UCO Bank will not entertain any communication/clarification/ representation from the vendors, unless called for, after the closing time and date of submission of the RFP.

14. Technical Inspection and Performance Evaluation:

UCO Bank reserves its right to carry out a technical inspection and performance evaluation (bench-marking) of the offered item(s) before and after delivery of items during entire contract period. If any item is found to be non-compliant as per technical specification, it needs to be replaced within 15 days at no additional cost to the Bank.

15. Verification:

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

16. Pre-shipment Inspection:

UCO Bank, if deemed fit, will inspect any or all of the Computer items at vendor's manufacturing site before shipment to respective branches/office/locations of the Bank, to verify that the items shipped to UCO Bank are as per the technical specification specified in the Rate Contract.

17. No Commitment to Accept Lowest or Any Bid:

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

18. Short-listing of Vendors:

The Technical Bids will be evaluated on compliance of eligibility criteria and a list of technically qualified bidders will be prepared. The commercial bids of technically unqualified bidder's will not be opened. After opening Commercial Bids of the short-listed Bidders, if there is a discrepancy between words and figures, the amount

indicated in words will prevail. If there is a totaling or arithmetical mistake in the Commercial Bid then the corrected / calculated figures based on unit prices shall be considered for evaluation.

19. Price Composition

19.1 The price quoted should be only in Indian rupees and inclusive of following:

19.1.1 Cost of the equipment including cost of software.

19.1.2 The price should be inclusive of Excise Duty and all other charges but exclusive of taxes like Sales Tax, Service Tax, VAT and local taxes, if any, which shall be paid as per actual by the Bank on the date of invoicing.

19.1.3 Three years comprehensive onsite warranty maintenance of the hardware items covering all components, services and visits to the concerned offices.

19.1.4 Insurance to cover the equipment from transit period till installation /date of sign off

19.2 The bidders should quote prices strictly as per the price composition stated above failing which the offers are likely to be rejected.

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

20. Award Criteria:

The price of the items which are mentioned in Section - IV will be evaluated based on value of the estimated quantity of purchases during the period. Individual unit item for 3 years' comprehensive onsite warranty & AMC for next two years would be the basis for evaluating the lowest Bidder(s) for each item type of the group. Evaluation will be done for each type separately.

After evaluation, the Bidder, whose commercial offer has been determined as the lowest, will be named as 'L1' and the second lowest will be named as 'L2'. The 'L2' will be given a chance to match the price with 'L1' within 3 (three) days of communication. In case L2 agrees and matches the L1 price, the 2 vendors selected will be awarded the contract. The orders will be distributed between them in the ratio of 65% and 35% (on total requirement basis).

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

21. Signing of Contract:

The successful bidder(s) shall be required to enter into a contract with UCO Bank, within 10 days of the award of the Bid through a Letter of Intimation or within such extended period as may be specified. The Empanelment of Vendors under the Rate Contract will be valid for a period of 9 months from 01-07-2016 to 31-03-2017 which may be extended / curtailed by the Bank as per the request.

22. Security Deposit:

The selected bidders shall furnish a Security Deposit of 10% (Estimated Quantity X Price Fixed through Rate Contract X 10%) of the estimated order value in the form of Bank guarantee for a tenure of 15 (fifteen) months issued by a Schedule Commercial Bank (other than UCO Bank). The Bank Guarantee should be deposited within 15 days from the date of Letter of Intimation. In case of extension of the contract, security deposit should also be suitably extended.

In case of two vendors being selected as L1 and L2 for a group the security deposit amount would be calculated in the ratio of 65%:35% of 10% of the estimated value.

23. Locations to be covered:

The equipments being procured will be installed at the Bank's Head Office, Circle Offices, Zonal Offices, Training Centers, Branches / Offices across the country including branches in Andaman Nicobar islands and Lakshwadeep islands.

24. Delivery & Installation

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

i. Delivery	a) 6 weeks in States where Road Permit is required. b) 8 weeks in North East States, Andaman & Nicobar island and Lakshadweep island. c) 4 weeks in all other places.
ii. Installation and operationalisation	Within 1 week of delivery (In case installation is held up for site non-readiness, a certificate from the competent authority at respective site(s) is to be furnished for obtaining payment.)

The Bank reserves the right to shift the equipments to other locations in case of exigencies. In such cases the vendor has to arrange shifting of the equipments and install the same at the new location. In case of shifting of the hardware the vendor will arrange for shifting at mutually agreed shifting charges.

- At the destination site, the cartons will be opened only in the presence of Bank Officials and Vendor's representative.

- Inventories at all their service locations shall be maintained by the vendor(s) for immediate replacement of H/W items in case of faults / failures.
- Upon satisfactory installation of the equipment, vendor should obtain signed installation certificate from the Bank Official after making the stock entry at their end and specify the same in the installation certificate. The same shall be submitted by the vendor along with the bills for payment.
- A sticker mentioning the date of installation and the period of warranty along with the Name of the Vendor and the Service Support Call Centre Number must be pasted on each equipment. This is mandatory at the time of installation of the system, the compliance of which must be reported in the installation report.
- In case of delivery of hardware to the areas where Road Permit is required for transportation of goods, it is the responsibility of Bidders to provide the same making all the arrangements required in advance without any extra cost to the Bank. However Bank will provide any letter if required by the Bidders for carrying out the task.

25. Billing:

The billing shall include Unit Price and Sales Tax / VAT, as applicable, which will be paid locally by the respective Zonal offices / Circle Offices / Department of Information Technology, Head Office for which the hardware is being purchased. Octroi / Entry tax, if any, will be reimbursed as per actuals on production of original receipt.

26. Payment Terms:

90% of the order value along with VAT / Octroi and other applicable duties on actual basis will be paid on delivery, installation and acceptance of ordered items, after realising penalty charges for late delivery and / or late installation, if any. The claim for payment should contain proof of delivery, installation note & User Acceptance Report signed by an authorised official of the bank / branch at the respective sites, Original Octroi Receipt, waybill etc.

In case installation is held up by the Bank for site non-readiness, the payment may be released after 30 days from delivery on production of Site Non-Readiness (SNR) certificate from the competent authority at the delivery site.

10% of the order value (i.e. the residual amount) will be paid after completion of the Warranty period or on submission of Performance Bank Guarantee issued by a PSU Bank for equivalent amount and tenure to the respective PO issuing authority (ZOs/COs/HO). This Bank Guarantee is in addition to the 10% security Deposit as mentioned under point 22.

27. Completeness of the contract:

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

28. Warranty:

The vendor must provide 3 years' on-site comprehensive warranty for all hardware items to be supplied under this rate contract covering all spare parts & service (except consumables like toners, inks, cartridges and ribbons) from the date of acceptance of the systems by UCO Bank at the respective locations.

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

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

29. Support

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

the support centers/our ZO locations to avoid unnecessary delay in obtaining the spare parts.

30. Annual Maintenance Contract

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

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

31. Preventive Maintenance

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

32. OEM Authorization

In case the successful bidder is not ready to provide the support during the warranty/AMC period, support will be provided by OEM directly or their other authorized partners for the remaining period of warranty/AMC of the product without any additional cost to the Bank. An authorization letter from OEM regarding this must be attached with the technical bid.

33. Undertaking to use new components

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

34. Penalty for downtime:

As per Warranty terms (Clause 28), all the items mentioned in Section - IV should be repaired within 48 hours. In case of vendor failing above standards, a standby arrangement should be provided till the machine is repaired (of equivalent or higher

configuration). Down time will be calculated from the time of break-down message (i.e. first call made or e-mail sent to service engineer / call center) till the system becomes functional or standby is provided. Public Holidays as declared at the respective centers are excluded for the above downtime calculation. The Vendor will provide onsite service of the equipment (except spares) once every 3 months during the warranty period.

In case vendor fails to meet any of the above standards, there will be a penalty of Rs. 50/- per day per purchase order for the hardware items. These penalty charges will be deducted from the Performance guarantee offered as security deposit or from the EMD or from any Bill payable to the vendor. The maximum penalty for downtime will be 10% of the equipment cost.

35. Repeated Failure

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

36. Patent Rights

36.1 The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.

36.2 The supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible for, including all expenses of the court and legal fees.

36.3 The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

37. Insurance

The insurance to be taken by Bidder shall be for an amount equal to 110% of the CIF value of the goods delivered at the respective site covering all risks (including terrorist attack, fire, burglary, strike, riot and civil commotion, natural calamities such as earth quake, flood etc) till the completion of installation of Hardware.

38. Liquidated Damages for delayed supply:

If the vendor fails to deliver contracted product(s), install/activate, and operationalize all of the equipment or fails to complete the work or does not perform the service(s) within the time schedule stipulated in the Contract, the Bank, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 1 (one) percent of the undelivered portion of the order value excluding VAT/CST for each and every calendar week of delay, subject to a maximum limit of 10 percent of the undelivered portion of the order value excluding VAT/CST.

39. Order Cancellation (Termination):

UCO Bank and/or Indenter also reserve the right to cancel the order in the event of one or more of the following circumstances:

- § Delay in delivery and installation beyond a period of delivery (as mentioned in clause 23) from the date of purchase order.
- § Serious discrepancy in hardware noticed during the pre-dispatch inspection, if any.
- § Breach by the Bidder of any of the terms and conditions of the Bid.
- § If the Vendor goes into liquidation voluntarily or otherwise.

In addition to the cancellation of purchase order, UCO Bank reserves the right to forfeit the Performance guarantee/Security submitted to UCO Bank by the Vendor and delisting the vendor.

40. Cancellation of Tender Process:

UCO Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidder.

41. Indemnity to Bank:

The Vendor should furnish a photocopy of the Agreement with their Principals in respect of hardware and software products offered. Further, the vendor shall indemnify UCO Bank and keep indemnified against any loss or damage that UCO Bank may sustain on account of any violation of patents, trademark etc., by the vendor in respect of the products supplied.

42. Guarantees:

The equipment must conform to the highest quality and standard. All hardware must be supplied with their original and complete printed documentation. Consistency must be maintained for the entire lot of the equipment offered. All the required quantity of an item in schedule of requirement must be of the same brand and same model number. Part numbers also must be same for all pieces of an item. The

Vendor should not substitute any internal components or subsystems of equipment by similar Desktop Computers from a different manufacturer. All the equipment and peripherals should be supplied with the relevant interface cables. The bidders will have to guarantee availability of comprehensive support of entire infrastructure including future upgrades at no additional cost to the Bank for the solution for the contract period.

In case of takeover/amalgamation/merger of Vendor company, Service Level Agreements (SLAs) and other commitments entered into between the bank and the vendor will be continued with the new entity - bidders to submit an undertaking to this effect.

43. Publicity:

Any publicity by the vendor in which the name of UCO Bank is to be used should be done only with the explicit written permission of UCO Bank.

44. Force Majeure:

The vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its' delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war and acts of UCO Bank in fires, floods and freight embargoes. If a Force Majeure situation arises, the Vendor shall promptly notify UCO Bank in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by UCO Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of one month, UCO Bank and the vendor shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of UCO Bank shall be final and binding on the vendor.

45. Resolution of Disputes:

UCO Bank and the vendor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiation, UCO Bank and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

46. Jurisdiction:

The jurisdiction of the courts shall be Kolkata.

47. Bidders' representative to be authenticated:

A power of attorney from the bidder's authorized official / body must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of the Company/Firm.

48. Submission of Bids:

Tender bids for the item mentioned in the RFP should be submitted online at <https://eauction.auctiontiger.net/EPROC/>

Only Technically qualified bidders will be eligible to proceed for Commercial bid online at <https://eauction.auctiontiger.net/EPROC/>

The Bidders are advised to examine all instructions, terms & conditions and technical specifications carefully and furnish the required information unambiguously. Any offer not submitted in the prescribed formats or incomplete in detail is liable for rejection. UCO Bank is not responsible for non-receipt of offers within the specified date and time due to any reason including postal delays/holidays.

The Request for Proposal (RFP) Technical Bid should be complete in all respects and must contain all information asked for, except prices. The Technical Information should include all components asked for in Section - IV.

Following scanned Documents should be uploaded by bidders online

1. **Covering letter as per Annexure – A**
2. **Eligibility Compliance Statement as per Annexure – B**
3. **Certificate of Incorporation**
4. **Manufacturer's Authorization Form (MAF) for the items quoted (if applicable) as per Annexure – C**
5. **Certificate from Chartered Accountant and audited balance sheets for last three financial years**
6. **Valid ISO 9001/2000 quality certification of OEM for each product offered**
7. **Valid ISO 14001 certification of OEM for each product offered**
8. **Warranty compliance certificate and statement as per the format in Annexure – D/1 and D/2**
9. **Undertaking regarding debarment / blacklisting**
10. **Uptime/Downtime Guarantee Compliance Statement**
11. **Order copies / Contract copies / Certificates**
12. **Undertaking of Service Centers / Franchisee arrangements and qualified / competent support staff available at each centre.**
13. **Scanned copies of Tender fee & EMD.**

Following is the format for technical bid submission.

1. **Technical Information with Specifications as given in Section - V complete with all the columns filled in. This table should not contain any price information.**
2. **Upload of Technical Documentation (Product Brochures, leaflets, manuals etc.).**
3. **Deviation Table as per Annexure – E**

- In case the specified date of submission of RFP is declared a holiday in West Bengal, the bids will be received till the specified time on the next working day.

49. Other Terms & Conditions:

The bidder shall bear all costs associated with the preparation and submission of its bid, attending Pre-bid meeting etc. and Bank will in no case be responsible and liable for these costs, regardless of the conduct or outcome of the bidding process.

Bids shall remain valid for 180 days after the date of opening of technical bid prescribed by Bank. The Earnest Money will have to be submitted for a period of 180 days from the date of opening of the bid. A bid for a shorter period may be rejected by Bank as non responsive.

In exceptional circumstances, Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by fax / email. The Earnest Money provided shall also be suitably extended. A bidder may refuse the request without forfeiting its Earnest Money. A bidder granting the request will not be required nor permitted to modify its bid.

Any effort by any bidder to influence Bank in its evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid.

50. Rejection of the bid:

The bid is liable to be rejected if:

- It does not bear signature and seal of authorised person on each and every page.
- It is received through Post / 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 & conditions stipulated in this RFP are liable for rejection by the Bank.

Bidder should comply with all the points mentioned in the Scope of work. Non-compliance of any point will lead to rejection of the bid.

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

51. Rights of UCO Bank:

- The Bank reserves the right to cancel the entire RFP process without assigning any reasons whatsoever at any stage of the RFP process.
- The Bank reserves the right to modify any terms, conditions and specifications of the RFP by publishing a notice to such effect on website of UCO Bank.
- The Bank reserves the right to obtain revised price bids from the bidders with regard to modifications / changes in RFP.
- The Bank reserves the right to place repeat orders.
- The Bank reserves the right to issue the amendments to the RFP at any time prior to the deadline for the submission of bids. From the date of this amendment, it shall be deemed to form an integral part of the RFP Document.

44. Limitation of Liability

Notwithstanding anything to the contrary contained in the contract, Bidder's aggregate liability arising out of or in connection with the contract, whether based on contract or statutory warranty or otherwise, shall be limited to the amount actually paid by the Bank to the Bidder in respect of the items supplied / services rendered under the contract, that are subject matter of a claim upto contract value.

----- ❧ -----

SECTION – IV: REQUIREMENT OF ITEMS (ROI)

Estimated list of Quantity, Cost of RFP, EMD Amount, Security Deposit of Flatbed Scanners

Item Group	Particulars of the Items	Estimated Quantity	Cost of RFP (In Rs.) (Tender Document Fee)	EMD Amount (In Rs.)
A	FLATBED SCANNERS	600	1,000	1,00,000

Note: The above requirement is based on current assessment and may vary as per the Bank's actual requirements.

SECTION – V: TECHNICAL SPECIFICATIONS

RFP for Supply, Installation & Maintenance of Flatbed Scanners

RFP Ref. No. UCO/DIT/859/2016-17 dated 11/08/2016

Group: A

Item: Flatbed Scanner

S.No	Parameter	Required Specification	Offered Specification (Equal or higher)	Compliance (Y/ N)
1	Make	Bidder to specify		
2	Model	Bidder to specify		
3	Scanner Type	Flatbed, colour and monochrome		
4	Scan Technology	Charge Couple Device (CCD)/ Contact Image Sensor (CCD)		
5	Scan Resolution	1200 x 2400		
6	Interface	USB Port		
7	Document Size	Standard A4 size (216 297 mm)		
8	File Format supported	BMP, TIFF, JPEG, PCX, TXT, PDF		
9	Software	Scanning, Image editing, OCR, Document Management software		
10	OS compatibility	Windows vista / 7 / 8 / 10		
11	Bit Depth	48 bit colour		
12	Image scaling/ Enlargement	10 to 2400% in 1% increments		
13	Output Resolution	75, 150, 200, 300, 400, 600, 1200, 2400		
14	Control Panel	Four Front Panel button (Scan, Copy, Scan to PDF, Scan to email)		
15	Standard Connectivity	Hi Speed 2.0 or higher		
16	Power Source	USB Charged		
20	WARRANTY	3 years' comprehensive onsite warranty with all spare parts.		

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

SECTION – VI : COMMERCIAL BID FORMAT

RFP for Supply, Installation & Maintenance of Flatbed Scanner

RFP Ref. No. UCO/DIT/859/2016-17 dated 11/08/2016

Commercial Bid

Group: A

Item: Flatbed Scanner (with 3yrs Comprehensive On-site Warranty)

Sl. No.	Particulars of the Items	Make	Model	Unit Price (Excluding taxes) with 3 years' comprehensive warranty (A)	AMC for 4 th .year (Excluding taxes) (B)	AMC for 5 th .year (Excluding taxes) (C)	Total Cost including three years warranty and two Years AMC (Excluding taxes) (D=A+B+C)
1	Flatbed Scanner						

Note:

- Unit Price & AMC quoted should be inclusive of all costs, duties, levies, taxes (**excluding Sales Tax / VAT / Service Tax**) and all other applicable charges and should be quoted in INR.
- Sales Tax / VAT/Service Tax will be paid extra at rates applicable.
- Each Items Total price (Column D) will be compared to find out the lowest bidder.
- Lowest Bidder (L1) will be determined on the sum of Unit Price, AMC for 4th year & AMC for 5th year mentioned in column D.**
- The AMC rate should be quoted greater than or equal to 5% per year. In case AMC rate quoted is less than 5% then the Bank will make 5% AMC amount per year by deducting for each year from the unit price without altering the total cost.
- The bidder should strictly quote for Unit Price with 3 Years warranty in column A and AMC for 4th. & 5th. Years in column B & C respectively.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated xx-xx-2016 and subsequent pre-bid and amendments.

Company Seal

Authorized Signatory

Date

Name & Designation:

SECTION – VII: ANNEXURES

Annexure -A

(Letter to the Bank on the vendor's letterhead)

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

Dear Sir,

Sub: RFP for Supply, Installation and Maintenance of Flatbed Scanner.

Ref.No. _____ **dated** _____

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the Bid, we hereby enclose our offer for the Supply, Installation & Maintenance of Flatbed Scanner as detailed in **Section - IV** of your above referred Bid.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred letter and enclosures and the product quoted is in conformity with Point No.6 of Section – III: Instructions to Bidders.

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

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

We enclose Pay Order / Demand Draft No. _____ for ₹_____ (Rupees _____ only) favoring UCO Bank issued by _____ Branch payable at Kolkata, towards Earnest Money Deposit.

OR

We enclose herewith Bank Guarantee No. _____ for ₹_____ (Rupees _____ only) issued by _____ Bank favoring UCO Bank.

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

Yours faithfully,

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

Annexure - B

Eligibility Compliance Statement

Sl.	Clause	Documents submitted/ enclosed	Complied (Yes)
A	The bidder must be a Limited Company, registered in India under the companies Act 1956 / 2013 (Proof required) OR concerns registered as MSME Entrepreneur and still categorized as MSME as on RFP submission date.		
B	The bidder should be an OEM or their authorized representative. In case of authorized representative, a letter of authorization from original manufacturer must be furnished in original duly signed by the authorized signatory on their Letter-head.		
C	The bidder should have posted net profit in at least two years out of the last three financial years, i.e., 2012-13, 2013-14 and 2014-15.		
D	The bidder should have minimum Net Worth (capital + reserves – accumulated loss if any) of Rs. 2 Crores to apply for participating in the bid.		
E	The bidder should have a minimum yearly turnover of Rs.5 crores for the FY 2012-13, 2013-14 and 2014-15 to take part in this tendering process.		
F	Any bidder, who is already debarred / blacklisted by any Bank/FI/Govt. Organization for non-performance or any other reason as on date of submission of bids is not eligible to participate.		
G	The bidder should have all India presence with Offices / Support Centers at 100 centers with at least 3 engineers where UCO Bank is having its Zonal Offices (List of Zonal offices is given in Annexure- G) to support the branches under its command. In case the bidder is not having own office at above 100 locations and wishes to provide support services through partner/franchisee to those locations, a letter from the partner /franchisee should be enclosed stating that they will be providing support services to UCO bank branches/offices for purchase under this contract.		
H	The bidders who have executed orders for supply of Flatbed Scanners in last three years aggregating to not less than Rs.50 lacs are eligible to apply. Of the above, orders aggregating to Rs.25 lacs should be from Govt./Public Sector Organizations.		

Note: Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the already submitted documents.

(Name & Designation, seal of the firm)

Date:

NB: Non-Compliance of any of the above points may lead to rejection of bid.

Annexure – C

Undertaking/Manufacturer's Authorization Form (MAF)

No. _____

Dated _____

The Deputy General Manager (IT)

UCO Bank
Department of Information Technology
Head Office II
3 & 4 DD Block, Sector -1
Salt Lake City
Kolkata -700064

Dear Sir,

Subject: Supply, Installation & Support of Flatbed Scanner on Rate Contract basis.

RFP Ref No: UCO/DIT /859/ 2016-17 dated 11/08/2016

We _____ who are established and reputable manufactures of _____ having factories at _____ and _____ do hereby authorize M/s _____ (Name and address of Bidder) to offer their quotation, negotiate and conclude the contract with you against the above invitation for Bid offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the Bid and the contract for the equipment and services offered by the above firm against this invitation for Bid offer. We undertake to provide back-to-back support for spare and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty period if the above bidder authorized by us fails to perform in terms of the RFP.

Yours faithfully,

Authorized Signatories

(Name & Designation)

Date :

For and on behalf of M/s _____

(Name of Manufactures)

Note:

1. This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer.
2. Such MAF for all items offered for which the vendor is not an OEM, should be attached.

Warranty Compliance Certificate

Date:

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

Dear Sir,

Subject: Supply, Installation & Support of Flatbed Scanner on Rate Contract basis.

This bears reference to our quotation Ref No. _____ Dated _____.

1. We warrant that everything to be supplied by us shall be brand new, free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established standards for materials specification, drawings or samples if any, and shall operate properly. We shall be fully responsible for its efficient operation.
2. For the preventive and corrective maintenance support offered to you, both during the warranty and post warranty period we shall ensure that the uptime shall be as prescribed in the point 28 of Section III of the RFP. In case we fail to meet the above standards of maintenance, there will be a penalty as specified in points 28 and 34 of the RFP. These penalty charges will be deducted from the Performance guarantee and or security Deposit at the rate prescribed in the RFP.
3. Further, during the downtime, we shall provide at our cost, standby hardware and system software so as to keep the system working.

Yours faithfully

Signature

(Name & Designation)

Date:

Warranty Compliance Statement

Sl. No.	Description	Documents submitted/ enclosed	Compliance (Yes)
1	The complete systems should be under 3 (Three) years free on-site comprehensive warranty support service from the date of installation or 37 months free warranty support service from the date of delivery of the systems at site, whichever is early, including free provision of spare parts, kits as and when necessary. All spare parts should be covered under warranty except tonners, inks and ribbons.		
2	During warranty period besides service/maintenance of Hardware, System Software and its Peripherals, all software up gradation, bugs/ patches and services shall be provided free of cost by the vendor.		
3	The vendor should fulfill the following conditions during warranty period:		
3a	Supplier will maintain enough spares in India (not less than 10%) so as to provide satisfactory on-site comprehensive maintenance services during the warranty period. Supplier will indicate the level of spares, which will be stored by them in India for providing comprehensive on-site warranty services to UCO BANK sites. Vendor will also provide a status report every six months through e-mail to UCO BANK about the support related complaints lodged by different users and availability of spares at the vendor warehouse.		
3b	Vendor would provide the help desk support services through telephone/e-mail where users can lodge their complaint. Each user will be assigned a unique trouble ticket number through which he should be able to track the action taken on his complaint through a support portal.		
3c	The vendor should provide support for all supplied items in all the UCO BANK offices and branches during warranty period.		
3d	Any failure in the equipment s supplied / any accessories thereof should be rectified within maximum period as mentioned under the Warranty Clause in the RFP.		

3e	If any of the system is down beyond period mentioned under the Warranty Clause, penalty will be charged or recovered from out of withheld amount towards penalty per day per system at the rate of given under the 'Penalty' Clause.		
3f	If, during the warranty period, any system as a whole or any subsystem has any failure on two or more occasions in a period of 3 months, it shall be replaced by equivalent new equipment by the Vendor at no cost to the Bank within 7 days of reporting.		
3g	Vendor shall visit each site at least once in every three months to carryout preventive maintenance and fine-tune the performance of the system besides regular service calls during warranty period.		
3h	On completion of the price validity period plus three months, the Security Deposit, without any interest, shall be released after satisfying that all of the indented items have been delivered, installed and operationalised. If considered necessary, suitable amount of penalty shall be recovered from the Vendor out of either already due payments or from their Security Deposit / Performance Bank Guarantee while releasing the Security Deposit / Bank Guarantee. After expiry of warranty, Bank has option to enter into Annual Maintenance Contract with the supplier for post warranty maintenance of the systems.		
3i	A minimum up time of 98% during the working hours or equivalent has to be guaranteed on quarterly basis.		
3j	A standby arrangement should be provided if the systems are not repaired within 48 hours.		

Authorized Signatory

(Name & Designation, seal of the firm)

Date:

NB: Non-Compliance of any of the above points may lead to rejection of bid.

Annexure-E

Date :

Ref: Your RFP No. UCO/DIT/859/2016-17 dated 11-08-2016

Deviations from Technical Specifications of Flatbed Scanners

Group of Item	Particulars of Item	Technical Specification in the Bid document	Deviation offered	Reasons and effect of deviation on operational efficiency in the system

Note:

- i. Above information in detail should be furnished separately for deviation in technical specification of Flatbed scanner offered.
- iii. If any deviations from the technical specifications are warranted, reasons for such variations should be specified.
- iv. If there is no deviation, a NIL statement should be submitted.

Signature:

(Name & Designation)

Vendor –

Details of the Bidder

Detailed filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

A	COMPANY PROFILE	
1	Name of Company	
2	Address with Telephone and Fax Numbers of Registered Office	
3	Address with Telephone and Fax Numbers of Dealing / Controlling Office	
4	Constitution	
5	Date of Incorporation and Date of Commencement of Business	
6	Contact Person for all enquiries for this tender	Name : Designation : Telephone No : Mobile No. : e-mail address :
7	Names of Banker /s	
8	Products dealing with / services rendered	
9	Whether Manufacturer / Distributor / Reseller for Product quoted	
10	Service Tax Registration No. (attach copy of certificate)	
11	PAN / TAN / VAT / Sales Tax / Service Tax Regn no/ MSME Regn (attach copies thereof)	
B	FINANCIAL POSITION FOR THE LAST THREE YEARS ----- Amount in Lacs -----	
1	Tangible Net Worth (excluding revaluation reserves)	2012-13
		2013-14
		2014-15

2	Net Sales of the Company as a whole	2012-13		
		2013-14		
		2014-15		
3	Net Profit after tax	2012-13		
		2013-14		
		2014-15		
C ORDER COPIES / CONTRACT COPIES / CERTIFICATE DETAILS FOR GROUP ITEM OFFERED				
		Purchaser /s	Quantity	Order Value
1	2012-13			
	2013-14			
	2014-15			

Seal

Date Signature of Authorised Representative
(Name & Designation)

Annexure – G

Sl. No.	Name of Zone
1	Agartala
2	Ahmedabad
3	Ajmer
4	Bangalore
5	Begusarai
6	Bhagalpur
7	Bhopal
8	Bhubaneswar
9	Burdwan
10	Chandigarh
11	Chennai
12	Coimbatore
13	Cuttack
14	Dehradun
15	Dharamsala
16	Ernakulam
17	Guwahati
18	Haryana
19	Hooghly
20	Howrah
21	Hyderabad
22	Indore
23	Jaipur
24	Jalandhar
25	Jodhpur
26	Jorhat
27	Kolkata
28	Lucknow
29	Ludhiana
30	Meerut
31	Mumbai
32	New Delhi
33	Nagpur
34	Patna
35	Pune
36	Raipur
37	Ranchi
38	Salt Lake
39	Sambalpur
40	Shimla
41	Solan
42	Surat
43	Suri
44	Varanasi
45	Vijayawada
46	Balasore
47	Bongaigaon
48	Jabalpur
49	Kanpur

Annexure -H

(Format of Bank Guarantee for Earnest Money Deposit)

To,
The Deputy General Manager (IT),
UCO Bank,
Department of Information Technology,
Head Office – II, 3 & 4, DD Block, Sector – I,
Salt Lake City, Kolkata – 700064.

BG No:
BG Date:
BG Amount:
Expiry Date:

Dear Sir,

In response to your invitation to respond to your RFP under Ref. No. UCO/DIT/557/2016-17 dated 04/07/2016 for Selection of Vendor for supply, installation and maintenance of Flatbed scanners, M/s _____ having their registered office at _____ (hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for supply, installation and Maintenance of Flatbed scanners and to provide related services as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ (name of Guarantor Bank) hereby irrevocably guarantee an amount of ₹ _____ (Rupees _____) 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:

1. If the Bidder withdraws his proposal during the period of the proposal validity.

Or

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

We undertake to pay immediately on demand to UCO Bank the said amount of ₹ _____ (Rupees _____) without any reservation, protest, demur or recourse. The said guarantee is liable to be invoked / enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by UCO Bank which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed ₹_____ (Rupees_____).
2. This Bank Guarantee will be valid up to _____ (last date of bid submission plus six calendar months) and
3. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before _____.
4. Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of the 'Bidder' in bidding for the said work or their obligations there under or by dissolution or change in the constitution of the 'Bidder'.

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

Annexure –I

**(FORMAT OF BANK GUARANTEE (BG) FOR EMPANELMENT SECURITY DEPOSIT)
(ON A NON-JUDICIAL STAMP PAPER OF Rs.100.00)**

To:
UCO BANK
Head Office,
Department of Information Technology,
3 & 4, DD Block, Sector -1
Salt Lake, Kolkata -700064,India

WHEREAS _____ (hereinafter called "the Bidder") has submitted its Proposal & Quote on __.__.2016 for the **Supply, Installation and Maintenance of Flatbed scanners** as per **Request For Proposal Ref No. UCO/DIT/859/2016-17 dated 11-08-2016** and subsequent Addendum / Clarifications (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE (name of Bank) having our registered office at (address)(hereinafter called "the Bank") are bound unto UCO Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970 as amended by the Banking Laws (Amendment) Act, 1985, and having its Head Office at 10, Biplabi Trailokya Maharaj Sarani (formerly Brabourne Road), Kolkata-700001 (hereinafter called "the Purchaser") in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself its successors and assigns by these presents. Sealed with the common seal of the said Bank this _____ day of _____ 2016.

THE CONDITONS of this obligation are:

If the Empanelled Vendor, having been notified as empanelled by the Purchaser, during the period of empanelment validity fails to perform obligations as empanelled vendor in terms of Contract dated __-__-__ (date of the Contract Agreement) executed by them.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

- (i) Any such demand made on us shall be conclusive as regards the amount due and payable by us under this guarantee.
- (ii) We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Empanelled Vendor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

- (iii) We further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations here under, to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Empanelled Vendor or to postpone for any time, or from time to time any of the powers exercisable by the Purchaser against the said Empanelled 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 Empanelled Vendor or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Empanelled Vendor or by any such matter or thing whatsoever which under law relating to sureties would, but for this provision, have effect of so relieving us.
- (iv) This guarantee will not be discharged due to the change in the constitution of the Bank, Purchaser or Empanelled Vendor.
- (v) We undertake not to revoke this guarantee during its currency, i.e., within its validity up to __-__-2017, except with the previous consent of the Purchaser in writing.

This entire Bank Guarantee will remain valid up to 15 months (12 months contract period + 3 months) from date of issue. Demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding anything contained herein:

- i) Our Bank's liability under this Guarantee shall not exceed ₹_____ (Rupees _____).
- ii) This Bank Guarantee shall be valid up to __-__-____ including 15 days claim period
- And
- iii) Bank is liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon the Bank a written claim or demand on or before __-__-_____.

Place:

SEAL

Code No.

SIGNATURE

NOTE:

1. EMPANELLED VENDOR SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG.
2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN INDIA.

Annexure - J

**FORMAT OF INDEMNITY BOND
(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)**

This indemnity bond made on _____ Day of _____, _____ by _____ (name & address of the vendor) having its registered office at _____ (address of registered office) (hereinafter referred to as the Empanelled Vendor) in favour of UCO Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970 as amended by the Banking Laws (Amendment) Act, 1985, and having its Head Office at 10, Biplabi Trailokya Maharaj Sarani (formerly Brabourne Road), Kolkata - 700001 (hereinafter called the Purchaser)

WHEREAS _____ (hereinafter called "the Empanelled Vendor") has entered into an Agreement with UCO Bank (hereinafter called the Purchaser) for Supply, Installation and Maintenance of Flatbed Scanner under Open Tender for a period of one year.

Now, therefore this indemnity bond witnesses as follows:

That in consideration of Supply, Installation and Maintenance of Flatbed scanners the Empanelled Vendor is indemnifying the Bank against any loss or damage that UCO Bank may sustain on account of any violation of patents, trademark etc. in respect of the products supplied during the validity of the rate contract as per Clause No. **41** of Request for Proposal issued by the Purchaser in this regard.

That all the components/parts/assembly etc. used in such equipments shall be original and new from respective Original Equipment Manufacturers (OEMs) of the products and the Empanelled Vendor hereby agrees to indemnify the Purchaser for any loss that may be incurred to the Purchaser due to the supply of refurbished/duplicate/second hand components/parts/assembly by the Empanelled Vendor.

For Empanelled Vendor

(Authorized Signatory)

**FORMAT OF EMPANELMENT AGREEMENT FORM
(ON A NON-JUDICIAL STAMP PAPER OF Rs.100.00)**

THIS AGREEMENT made on the day of, 2016 Between **UCO Bank**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata – 700001 represented by the Authorized Signatory of its Department of Information Technology, Mr. (Designation) (hereinafter referred to as "Bank/Purchaser") which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns and successors) of the **ONE PART** and

M/s _____, A Company/Firm, constituted and registered under the provisions of the Companies Act / Indian Partnership Act, 1932 having its Registered Office at _____, represented by the Authorised Signatory, Mr..... (Designation) (hereinafter referred to as "Vendor" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its administrators, successors and assigns) of the **OTHER PART**:

WHEREAS the Purchaser is desirous that certain goods and ancillary services should be provided by the Empanelled Vendor, viz. *Supply, installation and Maintenance of Flatbed Scanners* as per **RFP Ref No. UCO/DIT/859/2016-17 dated 11-08-2016** followed by subsequent Addendum / Clarification has accepted a bid by the Empanelled Vendor for supply of goods and services to meet its requirement from time to time.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and, expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The price schedule submitted by the bidder as per Commercial Bid of the RFP;
 - (b) The schedule of requirements as per RFP;
 - (c) The Technical Specifications as per RFP and its subsequent amendment if any;
 - (d) The Purchaser's Notification for Expression of Interest
3. In consideration of the payments to be made by the Purchaser to the Empanelled Vendor in terms of Purchase Orders for procurement of goods and services placed by Head Office/Circle Offices/Zonal Offices of the Purchaser for

the branches/offices under its control, the empanelled vendor hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.

4. The Purchaser hereby covenants to pay the Empanelled vendor in consideration of the provision of the Goods and services and the remedying of defects therein, the Purchase order Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. **The validity of this Agreement will be for nine months from 01-08-2016 to 30-04-2017** which may be further extended by the Bank with mutual consent.

Brief particulars of the goods and service which the Empanelled vendor shall be required to supply/provide to the Purchaser from time to time in terms of purchase orders for procurement of goods and services that will be placed by Head Office/Circle Offices/Zonal Offices of the Purchaser are as under:

GOODS:

Flatbed Scanners as per RFP No. **UCO/DIT/859/2016-17 dated 11-08-2016** followed by subsequent Addendum / Clarifications.

SERVICES:

Supply, Installation, Commissioning and on-site maintenance during Warranty Period of the equipments and related software, if any.

TERMINATION:

This Agreement may be terminated at any time by the mutual consent of both parties in writing.

In addition to any other right that the Purchaser may have in this regard under this agreement, the Purchaser shall be entitled to terminate this Agreement, without assigning any reason(s) and without any cost or compensation therefor by giving the Empanelled Vendor 30 (thirty) days' written notice of its intention to do so.

In the event of termination of this Agreement for any reason whatsoever, the Empanelled Vendor shall continue to remain liable for any acts done or Services performed by the Empanelled Vendor up to the date of termination of this Agreement.

In addition to any other provisions of this Agreement, the Purchaser may forthwith terminate this Agreement in the event that:

- a. The Empanelled Vendor commits a breach of this Agreement and such breach shall not be remedied by the Empanelled Vendor within **7 (seven)** Business Days of the receipt by the Empanelled Vendor of a written notice from the Purchaser requiring the Empanelled Vendor to remedy such breach.
- b. The Empanelled Vendor becomes insolvent or files for winding up / insolvency or passes a resolution for voluntary winding up or makes an assignment for the benefit of its creditors.
- c. Any or all of the Services provided by the Empanelled Vendor shall, in the sole opinion of the Purchaser, be deficient in quality.

DISPUTE RESOLUTION:

In the event of any dispute and difference between the parties, the parties shall refer the dispute for amicable settlement to theof UCO Bank and of the Vendor, whose joint decision shall be final and binding. In case the dispute/difference is not resolved by amicable settlement, the same shall be resolved through arbitration by a sole arbitrator to be appointed by the Bank or by a panel of three arbitrators. Each party shall appoint one arbitrator of its own choice and two appointed arbitrators shall appoint the third arbitrator who will act as the presiding arbitrator. The place of arbitration shall be at Kolkata.

Any notice, demand or other communication required or permitted to be given or made hereunder shall be in writing and shall be well and sufficiently given or made if sent by registered A.D. at the address and to the authorized person at the following addresses:

Address of the Purchaser: UCO Bank, Head Office,
 Department of Information Technology,
 3 & 4, D.D. Block, Sector – I, Salt Lake,
 Kolkata – 700 064.

Address of the Empanelled Vendor:

JURISDICTION:

The Courts of Kolkata shall have exclusive jurisdiction in relation to this Agreement.

IN WITNESS WHEREOF the parties herein have set their hands unto these presents on the day, month and year above written.

For UCO BANK
 Name:
 Designation:

For M/s.
 Name:
 Designation:

Signature & Seal of Authorized

Signature & Seal of Authorized

Signatory

Signatory

Witnesses:

i).....

ii).....

Annexure -L

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 utilized 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

Bidder

Name of the Officer

Authorised Signatory

Designation

Witness 1

Witness 1

Witness 2

Witness 2