



**UCO BANK**

**Department of Information Technology**

**Request for Proposal (RFP) For “Supply, Installation and Maintenance of Hardware and Software Licenses for various projects/applications**

**RFP REF NO: UCO/DIT/03/2017-18 Date: 01/04/2017”**

**Addendums**

**Part –V**

**37. Penalty**

The selected bidder shall perform its obligation under the agreement entered into the Bank, in a professional manner.

In case the selected bidder fails to maintain the uptime and/or any of the maintenance standards as specified in the RFP and its corrigendums/addendums/clarifications, there will be a penalty of half a percent (0.5%) of the total cost of the hardware as per contract for each day of delay. The maximum of the penalty will go up to 10% of the order value. These penalty charges will be deducted from the Bank guarantee offered as security deposit or from any Bill payable to the Vendor.

Bank may recover such amount of penalty from any payment being released to the vendor, irrespective of the fact whether such payment is relating to this contract or otherwise.

If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

Bank may impose penalty to the extent of damage to its any equipment, if the damage is due to the actions directly attributable to the staff of the bidder.

The Bank will implement all penalty clauses after giving due notice to the bidder.

If the bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to

cancel the order or to recover amount deemed reasonable as Penalty/Liquidated Damage for non-performance.

**Note:**

All other terms and conditions/clauses of the subject RFP/Pre-bid reply/corrigendum remain unchanged. The RFP clause mentioned herein above will be part and parcel of the RFP.

**Place: Kolkata**

**Date: 07/06/2017**

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