

Request for Proposal (RFP)
For
Selection of Vendor for Supply, Installation &
Maintenance of 800 Barcode Based Self Service
Passbook Printing Kiosk



UCO BANK
Head Office-2
Department of Information Technology
7th Floor, 3 & 4 DD Block, Sector -1
Salt Lake, Kolkata-700 064

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RFP REF NO: DIT/BPR & BTD/OA/1146/2019-20 Date: 18/06/2019

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

This document is prepared by UCO Bank for Selection of Vendor for Supply, Installation and Maintenance of 800 Barcode Based Self Service Passbook Printing Kiosk. It should not be reused or copied or used either partially or fully in any form.

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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 Bidders' 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.



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INTRODUCTION & OBJECTIVES

UCO BANK, a body Corporate, established under The Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata- 700001, India, hereinafter called "The Bank", is one of the leading public sector Banks in India having 3000+ Domestic branches, two overseas branches and 2500+ATM (including Biometric enabled ATM) spread all over the country. All the branches of the Bank are CBS enabled through Finacle as a Core Banking Solution.

Bank has installed some self-service kiosks for cash deposit and passbook printing. Currently Bank need to install Barcode Based Self Service Passbook Printing on PAN India Basis.

Against the above backdrop UCO BANK invites Request for Proposal (RFP) for Selection of Vendor for Supply, Installation and Maintenance of 800 Barcode Based Self Service Passbook Printing Kiosk.

CONTROL SHEET TABLE

Tender Reference	DIT/BPR & BTD/OA/1146/2019-20 Date: 18/06/2019
Cost of Tender Documents	Rs.20,000/- (Rupees Twenty Thousand Only)
Date of issue of RFP	18/06/2019
Earnest Money Deposit (EMD)	Rs.20,00,000/- (BG) (Rupees Twenty Lakhs Only)
Date of Commencement of Sale of Tender Document	18/06/2019
Pre Bid queries to be received only online at	On or before 28/06/2019 up to 04:00 PM
Pre bid Meeting and Venue	01/07/2019 at 03.30 PM at below mentioned address: UCO BANK, Head Office-2 Department of Information Technology, 5 th Floor, "Conference Room", 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064
Last Date and Time for receipts of tender bids	25/07/2019 at 04.00 PM
Opening of Technical Bids	25/07/2019 at 04.30 PM
Opening of Commercial Bid	Will be informed subsequently to eligible & technically qualified bidders.
Address of Communication	UCO BANK, Head Office-2 Department of Information Technology 7 th Floor, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064
Email address	hodit.proc@ucobank.co.in
Contact Telephone	Tel : 033-44559775/9720
Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2 Department of Information Technology, 5 th Floor, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064

Note: Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at 4:30 p.m. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid. The bidder appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project. Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the scope of work. Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the RFP document shall be the governing document for arrangement between the Bank and the selected bidder in terms of this RFP document.

PART-I
GENERAL TERMS AND CONDITIONS

- 1.1** UCO Bank invites sealed tenders comprising of eligibility, Technical bid and Commercial bid from experienced prospective bidders having proven capabilities of Supply, Installation and Maintenance of Barcode Based Self Service Passbook Printing Kiosk. The prospective bidders are required to adhere to the terms of this RFP document and any deviations to the same shall not to be acceptable to UCO Bank.

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

Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the RFP document shall be the governing document for arrangement between the Bank and the prospective bidder in terms of this RFP documents.

The Bid document shall be in three parts viz. Eligibility, Technical Bid & Commercial Bid. All the bids must be submitted in separate sealed envelopes super scribing "Eligibility Bid for Supply, Installation and Maintenance of 800 Barcode Based Self Service Passbook Printing Kiosk" on top of the envelope containing Eligibility Bid, "Technical Bid for Supply, Installation and Maintenance of 800 Barcode Based Self Service Passbook Printing Kiosk" containing Technical Bid & "Commercial Bid for Supply, Installation and Maintenance of 800 Barcode Based Self Service Passbook Printing Kiosk" on top of the envelope containing Commercial Bid. All these sealed envelopes should be put together in another sealed envelope super scribing "Bids for Supply, Installation and Maintenance of 800 Barcode Based Self Service Passbook Printing Kiosk" mentioning reference number and date given hereinabove. If the cover/envelopes are not sealed & super-scribed as required, the Bank will assume no responsibility for its misplacement or premature opening.

The bidders should take care of submitting the bids properly filled so that the papers are not loose. The bid documents should be indexed, properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny.

Bidders are requested to participate in the tender process according to the time schedule mentioned above.

The eligibility bid will be opened first and only those bidders, deemed eligible as per the eligibility criteria mentioned in this RFP, will be shortlisted for technical evaluation; the qualified bidders will be notified separately. Commercial Bid of only those short-listed-bidders, who have qualified in Technical evaluation, will be opened by the Bank, the date of which will be notified separately.

The Bids should be addressed to:

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

1.2 SUBMISSION OF OFFER- THREE BID SYSTEM

Separate Eligibility, Technical and Commercial Bids along with soft copies duly sealed and super-scribed as - Supply, Installation and Maintenance of 800 Barcode Based Self Service Passbook Printing Kiosk (Eligibility Bid), Supply, Installation and Maintenance of 800 Barcode Based Self Service Passbook Printing Kiosk (Technical Bid) and Supply, Installation and Maintenance of 800 Barcode Based Self Service Passbook Printing Kiosk (Commercial Bid) respectively should be put in a single sealed outer cover duly sealed and super-scribed as- "Supply, Installation Maintenance of 800 Barcode Based Self Service Passbook Printing Kiosk "as per the below mentioned diagram and as per bid details given in the RFP.

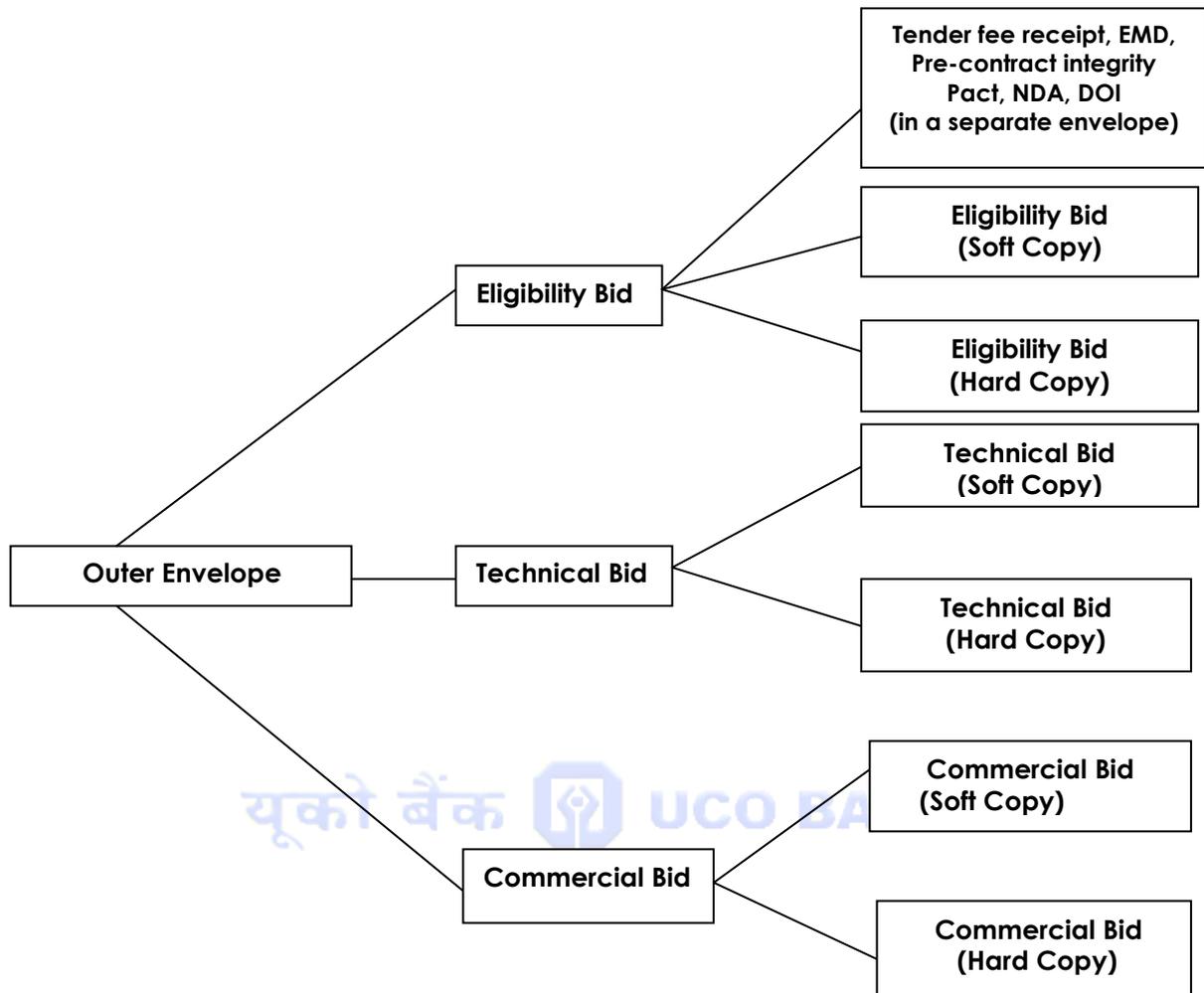
The bids (along with soft copy) shall be dropped/submitted at UCO Bank's address given in Bid Control Sheet Table, on or before the date specified therein.

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

- Name of the Bidder
- Bid Reference No.
- Type of Bid (Eligibility or Technical or Commercial)

The Eligibility and Technical Bid should be complete in all respects and contain all information asked for, in the exact format of eligibility and technical specifications given in the RFP, except prices. The Eligibility and Technical Bids must not contain any price information otherwise BANK, at its sole discretion, may not evaluate the same. Any decision of UCO BANK in this regard shall be

final, conclusive and binding upon the bidders. The Eligibility bid should have documentary proof in support of Eligibility Criteria and all the Annexures as per RFP document.



The Commercial Offer (Hard Copy) should contain all relevant price information.

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

- 1.2.1 Bid should comply with the Scope of Work as specified hereinafter.
- 1.2.2 The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with Eligibility Bid.
- 1.2.4 The Eligibility bid should have Annexures- I, II, III, IV, VII,VIII,IX,X,XI, XII,XIII,XIV, ,XV,XVI,XVII,XVIII,XX,XXII,XXIV,XXV including documentary proof in support of Eligibility Criteria along with Board resolution, Power of Attorney and all other relevant documents. The Technical Bid should have Annexure-V, XIX,

XXI, **Masked Commercial Bid** along with masked bill of optional items and all other relevant documents. Commercial bid should have the Annexure-VI & Annexure-XXIII and all other relevant documents.

- 1.2.5 One Separate envelope containing Tender Fee, EMD, Pre-Contract Integrity Pact, Non-Disclosure Agreement and Deed of Indemnity should invariably be placed in Eligibility Bid envelope.
- 1.2.6 Incomplete bids or bids not conforming to the terms and conditions are liable for rejection by the Bank.
- 1.2.7 At any time, prior to deadline for submission of RFP, UCO Bank may modify any of the terms & conditions and technical specifications at its sole discretion and the same will be available on Bank's website and the amendments shall be binding on the bidder. In case of any amendment, UCO Bank may extend the deadline for submission of response to this RFP in order to provide a reasonable time to the prospective bidders.
- 1.2.8 UCO Bank reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder need to submit the documentary evidence(s) as required by UCO Bank.
- 1.2.9 Any Technical Bid, submitted with incorrect information will be liable for rejection. Further, if any bidder is found to have submitted incorrect information at any time, bidder may be debarred from participation in the future tendering processes of Bank.
- 1.2.10 The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
- 1.2.11 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 1.2.12 The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders.
- 1.2.13 Canvassing of any kind or Bid submitted with false information will be a disqualification.

- 1.2.14 The Price Bid must include all required software including licenses, all hardware and network equipment along with specification, Model No, Part No and Price Tag covering warranty period of three years and two years Annual Maintenance Contract (AMC Cost).
- 1.2.15 The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- 1.2.16 The bidder shall keep the price valid for two year from the date of Agreement.
- 1.2.17 Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.
- 1.2.18 Further, subsequent to the orders being placed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies /taxes.
- 1.2.19 The Bank shall be under no obligation to accept the technical solution offered or the lowest or any other offer received in response to this RFP document.
- 1.2.20 The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to cancel the entire RFP process without assigning any reasons whatsoever at any stage of the RFP process.
- 1.2.21 The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.
- 1.2.22 Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The version of software

delivered should be the latest one available. The bidder shall not quote for the products, whose End of sale/ End of Support/End of License has been declared by the OEM.

1.2.23 Bids once submitted shall not be returned to the Bidder in future.

1.2.24 Bidder must have back to back support relation with the OEM's whose products are offered by the bidder to the Bank, in case the bidder is not an Original Equipment Manufacturer(OEM). A commitment letter from the OEM at least for a period of 7 years has to be submitted along with the Technical bid.

1.2.25 The technical bid shall be submitted in conformity with the Scope of Work.

1.2.26 The bidder shall not quote for the products, whose End of sale/ End of Support / End of Life has been declared by the OEM. The Bidder has to ensure that any equipment supplied as part of this RFP should not reach end of support or end of life for at least Seven (7) years postdate of acceptance of such equipment by the Bank. In the event if any equipment supplied by the selected bidder, reaches either end of support or end of life as stipulated in this clause, within the period of 7 years , the selected bidder has to immediately replace/upgrade the equipment at no additional cost to the Bank.

1.2.27 The selected bidder must adhere to the terms of this RFP document.

1.3 Due Diligence

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

1.4 COST OF TENDER DOCUMENTS

The RFP document may be obtained from UCO BANK, Department of Information Technology, 7th Floor, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata – 700064 on all working days in person on submission of a written application

along with a non-refundable fee of Rs.20,000/- (Rupees Twenty Thousand Only) in the form of Demand Draft / Banker's Cheque / Pay Order in favour of M/S H O DIT (UCO Bank), payable at Kolkata. The Cost of tender document is non-refundable. The bidder downloading the tender document from Bank's website www.ucobank.com must pay the cost of the tender document, in a separate cover, at the time of submission of the bids. The Tender fee can also be deposited through the electronic mode to the below mention account. The details of the account are as under:-

- **Account Number-18700210000755**
- **Account Name- M/s H O DIT**
- **Branch- DD Block, Salt Lake Branch**
- **IFSC- UCBA0001870**
- **MICR-700028138**

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

1.5 EARNEST MONEY DEPOSIT

The Bidder(s) must submit Earnest Money Deposit along with Eligibility Bid **in the form of Bank Guarantee valid for a period of 180 days, with a further claim period of 30 days** from the date of opening of Eligibility/Technical Bid in the format given in Annexure-VII, in favour of UCO Bank payable at Kolkata for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
Supply, Installation and Maintenance of 800 Barcode Base Self Service Passbook Printing Kiosk	Rs.20,00,000/- (Rupees Twenty Lacs Only)

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee. **The EMD must be in the form of BG (issued by any scheduled commercial bank operating in India) only, not in electronic form.**

The EMD will not bear any interest and it may be forfeited under the following circumstances:

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

Note: Exemption from submission of EMD shall be given to bidders, who are Micro, Small and Medium Enterprises (MSME), and are registered with National Small Scale Industrial Corporation (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 which are in the process of obtaining NSIC certificate will not be considered for EMD exemption (Traders are excluded who are engaged in trading activity without value additions/branding/packing. In such a case, they will have to submit EMD and Tender cost).

Bids received without EMD and tender cost from bidders not having valid NSIC registered documents for exemption will not be considered.

Performance Bank Guarantee (PBG) has to be submitted under any circumstance.

1.6 REJECTION OF THE BID

The Bid is liable to be rejected if:

- 1.5.1 The document doesn't bear signature of authorized person on each page signed and duly stamped.

- 1.5.2 It is received through Fax/E-mail.
- 1.5.3 It is received after expiry of the due date and time stipulated for Bid submission.
- 1.5.4 Incomplete Bids /Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- 1.5.5 Non-submission of Integrity pact or any other documents mentioned in the RFP shall be liable for rejection.
- 1.5.6 Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.
- 1.5.7 Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

1.7 Audit by Third Party

Bank at its sole discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank. The audit charges shall be borne by the bidder.

1.8 PRE BID MEETING

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bank intends to hold a pre bid meeting on the date & time as indicated in the RFP (Control Sheet Table). The queries for the Pre-bid meeting should be reached by email on or before the date mentioned above on e-mail: hodit.calcutta@ucobank.co.in . It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard. Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting. Any deficiencies should also be raised in the pre-bid queries.

Pre-bid queries raised by the bidder(s) are to be submitted in the format given in **Annexure – XVII**.

1.9 MODIFICATION AND WITHDRAWAL OF BIDS

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

1.10 INFORMATION PROVIDED

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

1.11 FOR RESPONDENT ONLY

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

1.12 CONFIDENTIALITY

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

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

1.13 DISCLAIMER

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

1.14 COSTS BORNE BY RESPONDENTS

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

1.15 NO LEGAL RELATIONSHIP

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

1.16 ERRORS AND OMISSIONS

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

1.17 ACCEPTANCE OF TERMS

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



1.18 RFP RESPONSE

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

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

1.19 RFP RESPONSE VALIDITY PERIOD

Bids shall remain valid for 180 (One Hundred eighty) days from the last date of bid submission prescribed by Bank. Bank- holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, Bank may solicit the Bidder's consent to an extension of the validity period.

1.20 NOTIFICATION

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

1.21 LANGUAGE OF BIDS

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

1.22 NORMALIZATION OF BIDS

The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that shortlisted bidders are more or less on the same technical ground. After the normalization process, if Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically shortlisted bidders to re-submit the technical and commercial bids once again for scrutiny. The resubmission can be requested by the Bank in the following two manners:

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

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

1.23 CANCELLATION OF TENDER PROCESS

UCO BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of UCO 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 during the tender process or prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. 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.

1.24 AUTHORIZED SIGNATORY

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond. **The bidder shall furnish proof of signature identification for above purposes as required by the Bank.**



PART –II

2.1 ELIGIBILITY CRITERIA

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

Sl. No.	Criteria	(Proof of Documents required/must be submitted)
1	Bidder should be a company registered under Companies Act 1956 and Companies Act 2013 since the last three years as on RFP submission date.	Certificate of incorporation & Commencement of Business (whichever applicable) should be submitted.
2	The bidder submitting the offer should have minimum turnover of Rupees 20 Crores for the last three financial years i.e. 2015-16, 2016-17 & 2017-18. This must be the individual company turnover and not of any group of companies.	Copy of audited balance sheet of the financial year 2015-16, 2016-17 & 2017-18.
3	Bidder should have positive net worth for last three financial years (2015-16, 2016-17 & 2017-18).	Copy of audited balance sheet of the financial year 2015-16, 2016-17 & 2017-18.
4	Bidder should be a profit making company i.e. Profit after tax for at least two of the last 3 financial years (2015-16, 2016-17 and 2017-18).	Copy of the audited Balance Sheet showing profit of the company should be submitted.
5	Bidder should have executed the total order for at least 800 Barcode Based Self Service Passbook Printing Kiosks in SCB/BFSI in India during the last two years collectively from the date of publication of this RFP.	Copy of purchase order and reference letter/Certificates mentioning number of kiosks installed under the referred PO issued by organization evidencing the experience in Supply, Installation and Maintenance of at least 1000 Barcode Based Self Service Passbook Printing Kiosk to be enclosed along with the bid. Such documents should be in the name of the Bidder only.

6	The bidder should have at least 50 service centres across the country covering all the Zonal offices of the Bank and should be capable of expanding the service centres to support the Bank's installed Barcode Based Self Service Passbook Printing Kiosk. List of service centres to be enclosed as per Annexure -XXII along with an undertaking to expand the service centres to support the Bank's installed Barcode Based Self Service Passbook Printing Kiosk.	The bidder should submit detailed list of such support centers across India covering the locations. (Including locations of service partner's support centres/ engineers, separately)
7	The bidder should be either Original Equipment Manufacturer (OEM) of Barcode Based Self Service Passbook Printing Kiosks or their authorized representative in India.	An authorization letter from OEM to this effect should be furnished as per Annexure-III. This letter should specify that in case authorized representative is not able to perform obligations as per contract during contract period, the Original Equipment Manufacturer would provide the same.
8	Bidder should not have been black-listed by any bank / institution in India. An undertaking to this effect must be submitted in their letter head.	Self-declaration to this effect on Company letter head should be submitted.
9	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications existing as on date or to be issued from time to time by statutory/regulatory bodies etc.	An undertaking on the letterhead of the company has to be submitted as per the format given in Annexure-XVIII.
10	Bidder should have good track record and satisfactory performance with at least three (3) Schedule Commercial Banks in last 3 (Three) years of service/contract period.	Bidder has to submit latest Performance Certificate (Issued at Head office level) issued by the Banks in this regard.

11	<p>The service provider should ensure that there are:</p> <p>a. No legal proceedings pending or threatened against service provider or which adversely affect / may affect performance under the contract; and</p> <p>b. No inquiries or investigations have been threatened, commenced or pending against the service provider or by any statutory or regulatory or investigative agencies.</p>	<p>Proof of docs to be submitted: Declaration in the letterhead of the service provider's company to that effect duly certified by Statutory Auditors/CA/CS should be submitted.</p>
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Note: - In this tender process, either authorized representative / distributor in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product

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

PART –III

3.1 EVALUATION CRITERIA

There would be a three (3) stage evaluation process.

The Stages are:

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

The Eligibility would be evaluated first for the participating bidders. The bidder, who would qualify all Eligibility Criteria as mentioned in clause 2.1, will be shortlisted for the Technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening. **The bidder with the lowest commercial quote will be declared as L1.**

The offers/bids containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer/bid. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. Bank may treat offers/bids not adhering to these guidelines as unacceptable. The bid form and the documents attached to it shall not be detached or removed one from the other and no alteration(s) or mutilation(s) (other than filling in all the blank spaces) shall be made in any of the bid documents attached thereto. Any alterations or changes to the entries in the attached documents shall be made by a separate covering letter, in the absence of which it shall be rejected forthwith. Any decision in this regard by UCO Bank shall be final, conclusive and binding on the Bidder.

Bank will not entertain any enquiries from the Bidders post tender opening on the status of the bid, nor allow any price reductions during the course of technical or commercial evaluation, till the selected Bidder is notified. No Bidder shall contact UCO Bank on any matter relating to its offer/bid; from the time of offer opening to the time the contract is awarded. Any effort by a Bidder to influence Bank in its decision on offer/bid evaluation, comparison or contract award decisions may result in the rejection of the Bidder's offer/bid forthwith. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder.

3.1.1 EVALUATION METHODOLOGY

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

3.1.2 TECHNICAL EVALUATION PROCESS

In Technical evaluation process, the technical bid of only eligible bidders as per Eligibility Criteria in Part II, Clause 2.1 would be evaluated. The Technical evaluation will be done on a basis of comply chart provide by bidder as per Scope of work in Part IV and Technical and Functional requirements of Barcode Based Self Service Passbook printing Kiosk. The Bidder should comply all points in scope of work in Part IV and all points in Annexure –V. Bidders will be rejected from the bid process on non-compliance of any point either in scope of work or points in Annexure–V under Bank's discretionary power. After technical evaluation commercial bids of only technically qualify bidders will be opened. Masked Bill of material must be attached in Technical offer and should not contain any price information.

3.1.3 COMMERCIAL EVALUATION PROCESS

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

- 3.1.3.1 The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Proposal, except that the Technical Proposal should not contain any price information (with Prices masked). Technical Proposal without masked Bill of Materials will be liable for rejection. Any deviations from the Bill of material/ non submission of prices as per the format shall make the bid liable for rejection.
- 3.1.3.2 The L1 Bidder will be selected on the basis of the amount quoted for proposed solution quoted by them as per Annexure-VI.
- 3.1.3.3 The optimized TCO (Total Cost of Ownership) identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work. Any further hardware, software, licenses required to meet the performance criteria of the Bank as stated in the RFP, during the tenure of the project, would be at the cost of the Bidder.

- 3.1.3.4 Items mentioned in Annexure-XXIII are optional items. Bank reserves the right to purchase those items from the selected bidder/s as per business requirement after negotiation of cost. The rate quoted in Annexure-XXIII should valid for warranty period of machine and AMC Period. Bidder has to quote rate for each optional item. Failure in quoting rate for optional item may cause rejection of the bid.
- 3.1.3.5 The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
- 3.1.3.6 In case there is a variation between numbers and words; the value mentioned in words would be considered.
- 3.1.3.7 In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.



PART –IV

4.1 SCOPE OF THE WORK

- 4.1.1 The bidder should supply, install and maintain barcode based Self Service Passbook Printing Kiosks as per specification given in **Annexure-V** including all required hardware, software, operating systems, databases, middleware, third-party utilities and interface the same with Core Banking Solution i.e. Finacle 7.0.25 and above. In Future, if Bank upgraded the Core Banking Solution to higher version, the bidder needs to do end to end integration without any cost to the Bank. Self Service Passbook Printing Kiosks integrated as a single unit and it should be installed at a level convenient for the customers to stand and operate. Bank reserves the right to install these kiosks at on-site or off-site locations as per requirement of the Bank.
- 4.1.2 The machines shall be integrated with Bank's core banking solution. Bank would only provide power and network access required for the above Kiosks. The solution proposed must adhere to ISO 8583 message standards or above and any other format/protocol in order to integrate the proposed solution with Bank's CBS (Finacle 7.0.25 or above). For doing so, if required the selected Bidder shall have to coordinate with Bank's existing prime vendor/system integrator, who has implemented CBS in UCO Bank, for integrating the Barcode Based Self Service Passbook Printing Kiosks with Finacle system. The selected bidder should develop necessary Interface to integrate the Barcode Based Self Service Passbook Printings with Bank's Core Banking System i.e. Finacle without any additional cost to the Bank.
- 4.1.3 The bidder will provide middleware to be installed at Bank's DC & DR including required application & database, which will be interfaced with FINACLE by the bidder. Bidder should develop Interface with Bank's core Banking Solution (Finacle) through the central Finacle server deployed by Bank, at their own cost. The middleware should have the capacity to handle connectivity for atleast 800 kiosks. The bidder should maintain the middleware in the contract period. The bidder should update the software patches and antivirus patches time to time.
- 4.1.4 The bidder has to provide the Barcode Based Self Service Passbook Printing Kiosk and Bar Code Printer as per the specifications mentioned in this bid. However, for printing of Bar-code on the passbooks, Bank may use the existing Barcode printers available for printing of barcodes. It will be the discretion of the Bank to procure Barcode Based Self Service Passbook Printing Kiosk with/without Bar Code Printer from the selected vendor.
- 4.1.5 Barcode Based Self Service Passbook Printing Kiosk should be in colour branding of UCO Bank. Bank's colour branding shall be shared with the selected bidders. The machine should have instructions pasted to guide/help the customers for Passbook Printing.

- 4.1.6 The scope of the services is to be provided for the period of at least 5 years i.e. 3 year comprehensive onsite warranty and 2 years AMC from the date of project Sign off by the bank.
- 4.1.7 A solution should be provided to print the BAR code from the individual terminals at Branches.
- 4.1.8 As per Bank's requirement, the selected vendor would be required to supply BAR Code printer along with the requisite software / tools as bundled item for printing BAR Code on the passbook. The required support and maintenance of the BAR Code printer would be the responsibility of the selected bidder.
- 4.1.9 The Selected Bidder should maintain the machines & BAR Code Printers during onsite warranty and AMC period. The selected bidder should provide a warranty period of 3 (three) year and 2 (Two) years comprehensive AMC. Further if Bank desires, the bidder has to continue the AMC support after the completion of the onsite warranty and AMC period on mutually agreed terms, conditions and commercials. The selected bidder should ensure the availability the spare parts for the system for at least 5 years after the expiry of warranty.
- 4.1.10 The selected bidder should also undertake to customize display screens of the machines as desired by bank in graphic mode in three languages (Hindi, English and the local language selected by Bank depending on the state where the machine is deployed) for all transactions undertaken by machines without any extra cost.
- 4.1.11 Successful bidder will provide software solution to provide MIS reports at machine level as well as from centralized location. Solution should be capable of generating suitable MIS reports customized to the Bank's requirement in respect of activity, uptime, and fault event. Typical fields in this MIS: No. of passbooks printed, No. of passbooks rejected, Reasons for rejection like Network failure, Power failure, 1st time printing, Barcode authentication failure, 'Nothing to print', History of downtime, history of spares replaced, etc. These Kiosks should generate Audit Trail also for each type of transactions.
- 4.1.12 The selected bidder shall deliver Kiosks at the respective sites within four weeks from the date of receipt of the order from the Bank, failing which the Bank reserves its right to levy liquidated damages.
- 4.1.13 For each site, the Bidder is expected to provide Kiosks with the related hardware, all subsystems, operating systems, system software, software drivers and manuals etc. The software version installed on the Kiosks provided by the selected bidder should be uniform across all Kiosks.
- 4.1.14 The selected bidder will have to integrate their Kiosks with the banks CBS host system (existing of higher) and make them operational within one week from the date of delivery at each site. Non-accomplishment of fulfilling the criteria for integration as mentioned above, failing which the Bank reserves its right to levy liquidated damages.

- 4.1.15 The Bidder would be responsible for timely applying/loading of all the software patches release by OEMs / OS vendors/ RBI or Regulatory in all the respective Kiosks during the Warranty and AMC period. This job has to be done as a part of Warranty and AMC support services, without any extra cost to Bank. The bidder will undertake up gradation of the software patches on time to time basis as per the Bank's requirement as well as the regulatory compliance.
- 4.1.16 The selected Bidder has to obtain transit insurance cover for the Kiosks from their factory/go-down to the site and such insurance cover should be available till installation of the Kiosks/Machines. The insurance cover should be available for minimum 30 days from the delivery of Kiosks/Machines.
- 4.1.17 The selected Bidder should provide adequate training and operational guidelines to designated bank personnel. The checklist and user manual for proper maintenance of kiosks are to be provided to each branch.
- 4.1.18 The selected bidder will provide single point of contact and escalation matrix upto the highest level to the Bank.
- 4.1.19 The bidder should note that Kiosks being procured will be deployed at various locations as per business requirements of the Bank and selected bidder will be required to support all such installations. The list of the locations will be given to successful Bidder as and when the sites are identified. The Bank reserves the right to change locations by giving prior notice.
- 4.1.20 No visit / service charges will be borne by the Bank for up-gradation of the software/replacement of hardware components pertaining to Self Service Passbook Printing Kiosks and BAR Code Printer for the purpose of enhancing their functionality to meet mandatory compliance from GOI/RBI/Regulatory authorities.
- 4.1.21 The bidder has to submit an undertaking/certificate (**format enclosed in the Annexure-XX**) along with the delivered items, signed by authorized signatory of OEM, certifying that all the components/parts/assembly/hardware/software used in the Kiosks/Machines like Sensors, hard disc, monitor, memory etc. are original and new components/parts/assembly/hardware/software and that no refurbished/duplicate/second hand components/parts/assembly/hardware/software were being used or would be used.
- 4.1.22 The bidder has to ensure that all the licenses for the application/software/middleware/OS used in the Kiosks/Machines/Bar Code Printers should be in the name of UCO Bank only and necessary license certificates/copies of the same has to be submitted in original to the Bank.
- 4.1.23 The passbook kiosk/machine/Bar code Printers provided by the bidder should be able to support different settings and sizes of the passbook which should be available in every kiosk as per the specifications provided by bank. In future other specifications can be added into the kiosk. The bar code scanner should be inbuilt in Kiosk and not to be exposed to outside. The bar code printing should support either on stickers/label or on the passbook itself.

- 4.1.24 Bar code printing type is 1D barcode. Bidder to supply Bar Code Printer as per the specification given by the Bank. Bar code printer should print details on label/stickers which are to be pasted on the passbook.
- 4.1.25 The Kiosk should be installed interactive audio-visual facility for all types of customers. This interactive audio-visual facility should be provided in Hindi, English and one of the regional languages as specified by RBI and as per Bank's requirement. It should be pre-loaded in the Kiosk.
- 4.1.26 Detailed log report of the activities in the Kiosks is to be generated and stored locally in the Kiosk. This log file should be in a normal readable format and to be accessible by the Bank in case of need.
- 4.1.27 Barcode printer offered/supplied by the bidder should be compatible with the Bank's existing and future CBS system/environment. Bidder shall impart user level demo at each location for kiosk operation including the bar Code printing/ pasting it without any extra cost to the Bank. Required stationary i.e. Label/Sticker will be provided by the Bank.
- 4.1.28 The solution should have the facility to validate the passbook in each page printing, so that the statement for the passbook for which barcode is read should not be printed in any other passbook. The solution provided should have a feature of time out as per the requirement of the Bank to avoid any misprinting of passbook other than the requested customers.
- 4.1.29 The Kiosk installed should be connected to Remote Monitoring System (RMS) so that, availability of Kiosks services could be ensured by way of remote monitoring of Kiosks through system driven, automated process with an ability to initiate corrective measures to address various messages emanating from installed Kiosks. Also there should be an option in Remote Monitoring System to connect the other Kiosk machines, if required by the Bank.
- 4.1.30 Remote Monitoring System should be capable of monitoring the uptime of all the machines configured on the Bank's network on real time basis from a centralized location. The penalties will be applied based on this report. Automatic call logging and closing facility should be available in the Remote Monitoring System.
- 4.1.31 On detection of errors machine should display the respective error message on screen.
- 4.1.32 One resource should be provided by bidder to manage Remote Monitoring Management System (RMMS), Interface Server, MIS, call complaints/ monitoring etc. at no extra cost to the Bank. Successful bidder is liable for a penalty of Rs.1000/- per day on unavailability of the resource. This support is required for contract period of 5 years.
- 4.1.33 The selected bidder must ensure before delivery that operating system is hardened to block the services /ports which are not required. The vendor

should ensure to take care of intrusion detection, port scans and other common virus attacks.

- 4.1.34 The machine should have the facility to grout. The vendor should undertake the grouting of machines as per the Bank's requirement. Machines have to be fixed on bolts into the concrete while installation. In case of any challenge at site anchor fasteners should be used for grouting the machines.
- 4.1.35 The Bidder shall fully protect the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by the Bidder in the machine/ systems supplied by the Bidder anywhere in the world.
- 4.1.36 Selected bidder has to upgrade the version of the Operating Systems to higher version of the machines without additional cost during the contract period in case the existing version of the OS is declared end of support/ end of life.
- 4.1.37 User Information Display Screen shall be provided by the Bidder and Bank shall approve the same for loading in the Kiosk.
- 4.1.38 The Selected Bidder needs to provide ready to print 1000 barcode sticker per Bar Code Printer as per specification provided by Bank.
- 4.1.39 Barcode Based Self Service Passbook Printing Kiosk should be compatible to print, all the existing barcoded passbooks which are already in use. The provided solution should work for all types of passbooks.
- 4.1.40 Bank can also procure Barcode Based Self Service Passbook printing kiosk for its Regional Rural Bank (RRB) at the same unit cost and on the same terms and condition with individual remote monitoring tool for each RRB's.
- 4.1.41 The Bidder should provide Barcode based Self Service Passbook Printing Kiosk Solution, including but not limited to providing the required Hardware, Software, Databases, Third Party Utilities, if any, and installation, testing, commissioning, warranty, annual maintenance, required/guaranteed uptime, etc. The system will have to be integrated with the existing Core Banking System of the Bank as well as with upgraded version too. In this direction, successful bidder will liaison and implement necessary configuration with the network and other hardware vendors of the Bank.
- 4.1.42 Bank proposes to procure 800 (Eight hundred only) Barcode based Self Service Passbook Printing Kiosks with an option of procurement of additional quantity up to 10% on its sole discretion.
- 4.1.43 To provide all necessary hardware and software required to make the solution work strictly as per technical specifications. The specifications given are minimal. Bidders can quote equivalent or higher technical specifications to meet the Bank's requirements.
- 4.1.44 The system should be capable of centrally pushing the Bank's advertisements, application updates to all the Kiosks.

- 4.1.45 The bidder will have to provide and deploy the necessary functionality for printing narration of entries in Hindi and regional language also if required, at no extra cost, so that the customers are able to print their transactions in Hindi language also. The translation to Hindi language will be provided by the Bank.
- 4.1.46 The bidder will be responsible for complying with the security policies of bank (both kiosk and server end) at no extra cost.
- 4.1.47 Source code (both kiosks and RMS) to be certified by a certification agency or Bank empaneled CISA Certified Auditors, to be free of defects and malware/virus, as and when required by the bank at no additional cost.
- 4.1.48 One Kiosk/Machine should be provided by the bidder for testing the functionality.
- 4.1.49 Bank is approximately having 500 Passbook Printing Kiosk of various make & model, installed at different locations across the country. Bidder is required to install its client application in these devices and integrate them with proposed middleware to make them functional. Cost of the same shall be separately negotiated with the successful bidder.

4.2 FACILITY MANAGEMENT

The FM support should be deployed at Bank's premises, for supporting the solution primarily for 8 hours (viz. 10 am to 6 pm) however in case of exigency the Bidder shall provide and maintain requisite skilled resources for extended hours as required.

The brief scope for the FM resources is as under:

- a. Responsible for maintaining the Machines and Application uptime of the kiosks as specified by the Bank.
- b. Responsible for Full RMS(Remote Management System) support including but not limited to applying SCD on servers, Patch update, DR drill, MIS, Calls complaints/troubleshooting, maintenance of servers, VAPT and BUG fixing, Back up and restoration of databases.
- c. Responsible for antivirus patches/updates applied to the machine time to time.
- d. Responsible for monitor health of the Machine from remote location on continuous basis. In case of any problem/errors same shall be rectified immediately under intimation of the bank.

Note- In case of Buyback/Replacement:

The bidder will have to buy-back or exchange facility with the existing passbook printing kiosk as per the bank requirement. The buy-back payments may be adjusted against the total invoices payable for Barcode based Passbook Printing Kiosks. The bidder will have to arrange to pick up the old one by their own and in doing so bidder has to bear all types of cost. The bidder cannot refuse to pick up any of the kiosk. These kiosks are to be bought back by the selected bidder on '**as is where is**' basis. These kiosks may be located at the locations other than the locations where Barcode based passbook printer kiosks are to be delivered. Bidder has to arrange for the pick-up within 30 days of the order given by the bank. Otherwise, there will be a penalty of Rs 100/- per day per kiosk. The bidder will have to delete the applications installed in the kiosks before de-installation of the machine and will provide discharge certificate to the Bank in this regard.



PART-V

5.1 ORDER DETAILS

The Bank intends to deploy 800 Barcode Based Self Service Passbook Printing Kiosks and/or Barcode Printer over a period of 24 months. Quantity mentioned above is only indicative and likely to increase or decrease based on Bank's requirement. Bank will issue specific work order for each of the installation with location details. The machines should be covered under three year comprehensive onsite warranty and AMC for a period of two years renewable for a further two years, if desired by the bank. The purchase order will be placed by the Bank from its Head Office and payment will be made by BPR & BTD, Head Office. Performance Bank Guarantee will be required to be submitted at Head office. Any decision of the Bank in this regard will be final & conclusive and binding upon the vendor.

5.2 RIGHT TO ALTER QUANTITIES

The Bank reserves the right to alter the number of Barcode Based Self Service Passbook Printing Kiosks and/or Barcode Printer specified in the tender in the event of changes in plans of the Bank. Any decision of BANK in this regard shall be final, conclusive and binding on the vendor. The bank reserves the right to place order for additional 10% Barcode Based Self Service Passbook Printing Kiosks and/or Barcode Printer at cost discovered through RFP during the contract period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the Barcode Based Self Service Passbook Printing Kiosks and/or Barcode Printer as mentioned above. Bank reserves the right to alter the quantities at any time without prior notice to the selected vendor(s).

5.3 CONTRACT PERIOD

The contract period for Supply, Installation Maintenance of Barcode Based Self Service Passbook Printing Kiosk will be for a period of seven Years from the date of Agreement (SLA). The machines shall carry warranty for a period of 3(Three) years from each installation and accepted by the Bank.

SLA will cover performance and availability of the solution deployed for a period of Five years(3 Years warranty and 2 Years of AMC) from the date of each installation and acceptance by the bank. The performance of the vendor shall be reviewed monthly, if not found satisfactory, Bank may terminate the contract at its sole discretion by giving two months' notice without assigning any reasons. Any offer falling short of the contract period is liable for rejection. The vendor however shall keep the price valid for a period of two years from the date of agreement.

5.4 PERFORMANCE BANK GUARANTEE

5.4.1 The selected bidder, within 15 days from the date of Letter of Intent(LOI), will have to furnish a Performance Bank Guarantee, format as per Annexure-VIII of the RFP, issued by any scheduled commercial bank operating in India(except UCO Bank) , equivalent to 10% of the TCO valid for 84 months with 3 months additional claim period. Upon furnishing the Performance Bank Guarantee, the EMD of the vendor shall be returned. The Performance Bank Guarantee shall act as a security deposit and either in case the vendor is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels or in the event of non-performance of obligation or failure to meet terms of SLA/RFP during the contract period the Bank shall be entitled to invoke the Performance Bank Guarantee without notice or right of demur to the Selected bidder. Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the vendor is not able to fulfil any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD on installation and implementation.

5.5 Delivery and Installation

- 5.5.1** The selected bidder shall deliver the machines within Four weeks from the date of receipt of the order from the Bank.
- 5.5.2** Delivery and installation of Middleware should be completed in 4 weeks period from the date of receipt of the order from the Bank.
- 5.5.3** If however, the delay is caused by any action pending from the Bank end, the corresponding period will not be considered while calculation of delay period.
- 5.5.4** Pre-shipment Quality Inspection certificate for all equipment are to be submitted along with the invoices to the Bank.
- 5.5.5** The installation of machine will be deemed to complete when all the Hardware/Software/products specified in Scope of the Work and Annexure-V & VI have been supplied, implemented and made operationalized as per the specifications and satisfactory acceptance given by the Bank. The Bidder has to resolve any hardware, system software, related problems during successful installation and operationalization of the machine before the final sign off/verification.
- 5.5.6** All the equipment supplied by the Bidder shall be legal and Bidder shall indemnify to Bank to this effect.

5.5.7 Any license, if required, need to be provided by the successful bidder. The successful bidder is solely responsible for any legal obligation related to licenses during the entire contract period.

5.5.8 The equipment is considered accepted (Commissioned and Operationalized) after signing the Acceptance Certificate (Annexure-XXI) jointly by the representative from the Bank and engineer from the successful bidder.

5.5.9 The successful bidder is required to transport the Goods to a specified place of destination within India, defined as the Project Site, transport to such place of destination in India, including insurance and storage, shall be arranged by the bidder, and the related costs shall be included in the quoted Price. Cost for obtaining necessary road permits and other related permits will be the responsibility of selected bidder.

5.6 Payment Terms

Orders for Machines shall be placed by the Head Office, BPR & BTB Department, Saltlake, Kolkata. The vendor shall give acceptance within 5 days from the date of receipt of the order. However, Bank reserves right to cancel order, if the same is not accepted within 5 days from the date of receipt of order.

5.6.1 No advance payment will be made.

5.6.2 For Passbook Printing Kiosk (Including Middleware) and Bar Code Machine:

- 90% of the value of the equipment will be paid after delivery, completion of successful installation of the machine and the same going live on UCO Bank's network. The payment will be made on receipt of the invoices along with duly certified installation report from the respective Branch Head. Vendor has to submit the acceptance certificate as per Annexure XXI along with invoice details.
- In case any component of the machine is found to be defective/damaged, payment in respect of such machine will be withheld by UCO BANK till the defective component or the machine itself is replaced. UCO Bank's decision as regards replacement of the defective part or the entire machine shall be final, conclusive and binding on the selected bidder.
- The balance 10% of the equipment will be paid after the warranty period or on submission of a Bank Guarantee (BG) to the Payment Authority for equivalent amount and tenure and an installation report duly certified by Branch along with acceptance certificate as per Annexure XXI.

5.6.3 For Middleware:

- 90% of the cost along with applicable taxes will be paid on delivery, installation, successful commissioning of the project and on submission of invoice with proof of delivery, and installation.

- Remaining 10% of the cost along with applicable taxes after completion of one year from the date of project commissioning sign off or on submission of Performance bank Guarantee for equivalent value and time period.
- The invoices should be raised only for the amount payable as per the above payment terms.

5.7 PAYING AUTHORITY

The payments as per the Payment terms covered hereinabove for Self Service Passbook Printing Kiosks shall be paid by the Head Office while the AMC will be paid by the concerned Zonal Offices under whose jurisdiction the concerned site falls. However, Payment of the Bills for machines would be payable, on receipt of advice/confirmation for satisfactory delivery/ installation/re-installation, live running and service report from the concerned branches/ offices duly signed by the engineer and Bank official where the purchased equipment have been delivered. Also the bidder has to submit the certificate of insurance covering all the risks during transit, storage, installation, commissioning, testing and handling including third party liabilities.

The payment as per the Payment terms covered hereinabove for middleware shall be paid by BPR & Business Transaction Department, Head Office.

5.8 Warranty & AMC

5.8.1 Warranty

The Selected bidder shall provide warranty for all the machines which will be delivered & installed in sites as well as for Middleware (including respective hardware and software). The period of warranty will be three year from the date of installation of respective machine.

During the warranty period the Selected bidder should maintain the acceptance criteria and shall be responsible for all costs relating to service, maintenance (preventive and corrective), technical support and transport charges from and to the sites in connection with the maintenance of the solution or any components/ parts there under, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.

Selected bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered by the offer. Selected bidder must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period selected bidder shall maintain the equipment and repair/replace all the defective components at the installed site, at no additional charge to UCO BANK.

Warranty should not become void if UCO BANK buys any other supplemental hardware from a certified third party and installs it with these equipment. However, the warranty will not apply to such hardware items installed. The obligations under the warranty expressed above shall include all costs relating to labour, spares, maintenance (preventive & unscheduled) and transport charges from site to manufacturer's works and back for repair/replacement at site or any part of the equipment which under normal & proper use and maintenance proves defective in design, material or fails to conform to the specifications.

5.8.2 Annual Maintenance Contract

Should UCO BANK decide to do so, the selected bidder is expected to maintain the machines supplied for 3 (Two) years after the expiry of warranty period. Comprehensive on-site maintenance charges, for the post warranty period, must be quoted in the Commercial Offer/bid. The selected bidder is expected to ensure same maintenance standards as during warranty period. After the expiry of AMC period (2 years after 3 years warranty), Bank reserve the right to enter into the AMC for further period of 2 years with mutually negotiated terms and conditions.

The selected bidder is also expected to make available the spare parts for the systems for at least 7 years after the expiry of warranty. Thereafter, selected bidder will give at least twelve month notice prior to discontinuation of support services. If any of the peripherals, components etc. are not available or difficult to procure or if the procurement is likely to be delayed, the replacement shall be carried out with equipment of equivalent capacity or higher capacity at no additional charges to UCO BANK, during the currency of warranty period and AMC.

The AMC payment will be made by respective Zonal Offices on quarterly basis in arrear subject to satisfactory services rendered by the bidder. Also at the time of claim of AMC payment, bidder has to submit the preventive maintenance certificate, to Zonal Offices/Branches along with invoice.

The AMC payment for Middleware shall be made by BPR & BTD, Head Office. The price of per quarter AMC shall be calculated proportionally from the cost quoted by the bidder for two years.

5.9 Uptime

For Barcode Based Self Service Passbook Printing Kiosks & Bar Code Printer

The vendor shall ensure uptime of individual machines (to be calculated on monthly basis) as mentioned below during warranty period and post warranty maintenance contract period:

Centers	Percentage
Metro & State Capital Centers	99%
Urban Centers (Other than Metro & State Capital Centers)	98%
Semi urban & Rural Centers	97%

Downtime for any particular machine should not exceed more than 4 hours for a single incident of failure. Uptime shall be calculated on a monthly basis and shall be counted from the time the call is identified as a Warranty call requiring an Engineer's visit.

Uptime percentage will be calculated as:

(Available Time — Downtime) x 100

(Available Time)

Available time is time in hrs. cumulative over a month for individual machine, available for bank's usage and will exclude time taken to load Software, perform any maintenance services and/or calls identified as Bank preventable calls; time for operational scheduled downtime; time when Equipment is not available due to events of force majeure, time taken for the engineer to reach the site, time taken to replenish cash and consumable, any type of jams, equipment not kept and/or maintained as per the required / defined environmental conditions, re-certification, cash related snags, relocation, re-installation, power failure, any attached device failures, switch software failure, network failures, time to replenish cash, delays in the Vendor access to the machine for a reason not attributable to the Vendor, currency quality related issues, any third party related problem and any other non- machine related failures. Downtime is the time in hrs. Cumulative over a month, for which a machine is completely unavailable for the usage due to failure of the Vendor supported equipments or malware in the middleware. Vendor has to submit call report mentioning details of calls pending/disposed for all machines and middleware within 7 (seven) days from the close of every calendar month.

Note: If the vendor fails to provide services which results in the uptime of machines/solution provided by bidder, below stipulated percentage, penalty will be applicable and will be deducted from the quarterly bill.

For Middle ware

The bidder shall guarantee an uptime of 99.95% for the middleware which shall be calculated on quarterly basis. The 'Uptime' is equal to 'total contracted hours in a quarter' less 'Downtime'. The 'Downtime' is the time between the time of report by the Bank and time of restoration of service within the contracted hours. 'Restoration' is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same. For SLA purpose a quarter will be treated as 90 days. If the bidder fails to maintain guaranteed uptime on quarterly basis, Bank shall impose penalty. If the uptime is below 90%, the Bank shall have full right to terminate the contract under this RFP.

5.10 Penalty

- ✓ The Bidder shall perform its obligations under the service level agreement entered into with the Bank.
- ✓ 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 was due to the actions directly attributable to the staff of Bidder.
- ✓ The Bank shall implement all penalty clauses after giving due notice to the bidder.
- ✓ Any machine including the software components / hardware equipments that are reported to be down on a given date should be repaired immediately. The resolution should not exceed 4 hours from the time of registering a complaint. The successful bidder(s) to ensure the above mentioned uptime to be calculated on monthly basis for machines. In case the Vendor fails to meet the required uptime, there will be a penalty of Rs.250/- (Rupees Two hundred Fifty only) per 1% per downtime i.e If required uptime is 99% and the vendor's reported uptime of 98% then penalty will be Rs. 250 (Since penalty is 1% gap) for each machine per quarter. The Bank expected that the vendors reported uptime should not be less than 90%, Bank reserves the right to invoke the performance Bank Guarantees. The fault reporting by the Bank and/or its representative or agent will be through a telephonic message or any other mode as Bank may decide.
- ✓ In the event of failure of maintaining the uptime for middleware, penalty of Rs.5000/- per day would be levied subject to a maximum of 10% of the TCO.
- ✓ Notwithstanding anything contained above, no such penalty will be chargeable on the Vendor under the above clauses for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.
- ✓ During warranty period, the penalty would be recovered from the vendor from any future payments.
- ✓ The sum total of penalties will not exceed 10% of the Total Cost of Ownership (TCO) within the contract period. Thereafter, the contract/purchase order may be cancelled and Performance Bank Guarantee may be revoked.

- ✓ Any up-gradation should be completed within 15 days from the date of request of the Bank. Otherwise there will be a penalty of Rs.100/- per day per kiosk.
- ✓ Successful bidder is liable for a penalty of Rs.1000/- per day on unavailability of the resource. This support is required for contract period of 5 years.

5.11 Liquidated Damage

In case the delivery & installation is delayed beyond the scheduled time from the effective date, "Liquidated Damage for Late Delivery & Installation", 0.5% of undelivered equipment (s) for each calendar week of delay or part thereof subject to maximum of 10% of order value will be imposed and will be deducted from the bill amount. UCO BANK reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by UCO BANK to the bidder. Liquidated damages will be calculated per week on per site basis.

If the successful Bidder fails to complete the due performance in accordance to the specification and conditions of the bid document, the Bank reserve the right to cancel the entire order placed on the selected bidder. The Bank reserves the right to invoke the Performance Bank Guarantee submitted by the bidder.

LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility / onus of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.

5.7 PRICE

- 5.7.1** The commercial bid must include all hardware equipments along with system configuration, Model no, part no & price tag covering warranty period of 3 year with 2 years AMC. The Price Bid also must include all applicable taxes. The GST will be paid extra, wherever applicable on submission of actual Tax receipt. While filling up the price information in the commercial bid, Bidders to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.

- 5.7.2** The Selected bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid, over the validity period of the bid.
- 5.7.3** The Selected bidder shall keep the price valid for a period Two year from the effective date of first purchase order. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a Selected bidder.
- 5.7.4** Prices quoted by the selected bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the validity period. Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies viz. excise duty, custom duty, GST etc.
- 5.7.5** The bidder should not assume any duty benefit / duty credit to be availed by the Bank after tender finalization hence commercials to be quoted accordingly.

5.8 OEM AUTHORIZATION

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

5.9 ADHERENCE OF CYBER SECURITY POLICY

Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy will be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them.

The deputed persons should aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/disclosed/misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank.

Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided by Bank.

The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the supplier agreement.

All information resources (online/in-person) of the vendors and its partners shall be made accessible to Reserve Bank of India as and when sought.

Credentials of vendor/third party personnel accessing and managing the bank's critical assets shall be maintained and shall be accordance with bank's policy.

The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third party vendors/service providers & partners.

Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensure

5.10 INSURANCE

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

5.11 FORCE MAJEURE

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

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics.

- Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes.
- Terrorist attacks, public unrest in work area.

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

5.12 COMPLETENESS OF THE PROJECT

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

5.13 ACCEPTANCE TESTING

5.13.1 The Bank will carry out the acceptance tests for testing hardware and peripherals, software, and other equipment supplied by the selected bidder as a part of the Supply, Installation & Maintenance of Barcode Based Self Service Passbook Printing Kiosks. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products and the vendor would need to provision insurance of those items till successful acceptance. The Bank at its discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests at the relevant sites in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.

5.13.2 In case of any discrepancy in the hardware / software supplied, the Bank reserve the right to terminate the entire agreement in case the Vendor does not rectify or replace the supplied hardware/software and the Vendor shall take back Vendor equipment at Vendor's costs and risks. The Bank have the right to reject the 'Vendor Supplied Equipment' and to seek free replacement or repair of the equipment or defective components thereof till the completion of acceptance test and obtaining final acceptance certificate from the Bank.

5.13.3 The successful bidder must submit pre-shipment quality inspection certificate along with the invoices to UCO BANK. However, UCO BANK reserves the right to conduct pre-shipment inspection by its own employee or approved third party. The bidder has to offer the items for inspection in

such a manner that it does not affect the delivery schedule. Factory inspection of the Barcode Based Self Service Passbook Printing Kiosks to be supplied to UCO BANK will be carried out at bidder's factory/centre. There shall not be any additional charges for such inspection. However, UCO BANK will have the discretion to recover the costs related to travel and stay of its staff/consultants from the bidder if the Barcode Based Self Service Passbook Printing Kiosks offered for inspection are not as per UCO Bank's order or the bidder does not comply with the test and inspection procedure.

5.13.4 if any inspected BBSSPBPK fail to conform to the specifications, UCO BANK may reject the same and the bidder shall either replace the rejected BBSSPBPK or make all alterations necessary to meet specification requirements free of costs to UCO BANK.

5.13.5 UCO Bank's right to inspect, test and where necessary reject the BBSSPBPK after its arrival at the destination shall in no way be limited or waived by reason of the same being previously inspected, tested and passed by UCO BANK or its representative.

5.13.6 The successful bidder should provide one machine for POC (Proof of Concept) at a site as identified by the Bank.

5.14 ORDER ANCELLATION

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

- Delay in delivery/installation of Barcode Based Self Service Passbook Printing Kiosks beyond the specified period.
- Discrepancy in the quality of service/hardware/software during the implementation, rollout and subsequent maintenance process.
- In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
- Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO.

5.15 INDEMNITY

Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- i. an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract,
- ii. breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor,
- iii. use of the deliverables and or services provided by the Vendor,
- iv. Infringement of any patent, trademarks copyrights etc. Or such other statutory infringements in respect of all components provided to fulfil the scope of this project.

Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,

- i. the Bank notify the vendor in writing immediately on becoming aware of such claim,
- ii. the Vendor has sole control of defence and all related settlement negotiations,
- iii. the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and
- iv. The Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court.

It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation. Vendor shall be responsible for any loss of life, etc., due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions.

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

- Non-compliance of the vendor with Laws / Governmental Requirements

- IP infringement
- Negligence and misconduct of the Vendor, its employees, and agents
- Breach of any terms of RFP, Representation or Warranty
- Act or omission in performance of service.

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

The vendor shall not indemnify the Bank for

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

5.16 PUBLICITY

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

5.17 COMPLIANCE TO LABOUR ACT

As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act. Towards this, Successful Bidder shall submit a confirmation as per format provided in **Annexure XIV** of the RFP.

Successful Bidder shall be the principal employer of the technical resources, employees, agents, contractors, subcontractors etc. engaged by Successful Bidders and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract to be issued for this tender.

5.18 PRIVACY & SECURITY SAFEGUARDS

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

providing such security safe guards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any information/architecture/data/code/solution etc. by the selected bidder under this contract or existing at any Bank location.

5.19 TECHNOLOGICAL ADVANCEMENTS

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

5.20 GUARANTEES

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management of the Supply, Installation & Maintenance of Barcode Based Self Service Passbook Printing Kiosks scope as defined under this document, are licensed and legal. All hardware and software must be supplied with their original and complete printed documentation. Original copy of licenses must be supplied to the Bank.

5.21 DISPUTES RESOLUTION MECHANISM

The Vendor and the Bank shall endeavour their best to amicably settle all disputes arising out of or In connection with the Contract in the following manner:

- The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- The matter will be referred for negotiation between UCO Bank (General Manager, DIT) and the Authorized Official of the Vendor. The matter shall then be resolved between them and the agreed course of action documented within a further period of 30 days.

In case any dispute between the Parties is not settled by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations.

Each Party to the dispute shall appoint one arbitrator of their own choice and the two appointed arbitrators shall appoint the third arbitrator who will act as the presiding arbitrator. Arbitration shall be held in Kolkata and conducted in English as per provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other In connection with the arbitration shall be in writing and be made as provided in this tender document.

The Vendor shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue to render the Service/s in accordance with the provisions of the SLA notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

5.22 EXIT OPTION AND CONTRACT RE-NEGOTIATION

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

- Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 15 days of receipt of purchase contract;
- Delay in offering equipment for pre-delivery Inspection;
- Delay in delivery beyond the specified period;
- Delay in completing installation / implementation of Barcode Based Self Service Passbook Printing Kiosks / checks beyond the specified periods;
- Serious discrepancy in hardware noticed during the pre-dispatch factory inspection; and
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- Serious discrepancy in completion of project.
- Serious discrepancy in maintenance of project.

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

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

5.22.4 The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have

the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.

- 5.22.5** As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favourable terms in the industry, and secondly,
- 5.22.6** The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.
- 5.22.7** Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- 5.22.8** The Bank and the Selected Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.
- 5.22.9** Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

5.23 CORRUPT AND FRAUDULENT PRACTICES

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

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

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

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

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

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

5.24 TERMINATION

The Bank shall be entitled to terminate the agreement with the selected bidder at any time by giving **Thirty (30) days** prior written notice to the selected bidder.

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

The Selected bidder breaches its obligations under the scope document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice i.e. within the cure period of 30 days.

- The Selected bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved. The Selected bidder shall have right to terminate only in the event of winding up of the Bank.
- Delay in completing commissioning / implementation and acceptance tests/checks beyond the specified periods
- The selected vendor goes into liquidation, voluntarily or otherwise
- The selected vendor violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- An attachment is levied or continues to be levied for a period of seven days on the vendor
- The selected vendor fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed
- Deductions on account of liquidated damages/penalty exceed more than 10% of the total work order
- In case the selected vendor fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar

resources from alternate sources at the risk, cost and responsibility of the selected vendor

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

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

5.24.1 Termination for Insolvency

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

5.24.2 Termination for Default

UCO Bank, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Successful Bidder, may terminate the Contract in whole or in part.

5.24.3 Termination for Convenience

The Bank, by written notice sent to the Selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience.

5.25 Effect of Termination

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

vendor to take over the obligations of the erstwhile vendor in relation to the execution/continued execution of the scope of the contract.

- b) In the event that the termination of the SLA is due to the expiry of the term of the SLA, a decision not to grant any (further) extension by Bank, the vendor herein shall be obliged to provide all such assistance to the next successor Vendor or any other person as may be required and as Bank may specify including training, where the successor(s) is a representative/personnel of Bank to enable the successor to adequately provide the services(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
- c) Nothing herein shall restrict the right of Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the indemnity and pursue such other rights and/or remedies that may be available to Bank under law or otherwise.
- d) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the SLA that are expressly or by implication intended to come into or continue in force on or after such termination.

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

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

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

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

The Bank shall make such prorated payment for services rendered by the selected bidder and accepted by the Bank at the sole discretion of the Bank in the event of clause of termination, provided that the selected bidder is in compliance with its obligations till such date. However, no payment for "costs

incurred, or irrevocably committed to, up to the effective date of such termination" will be applicable to selected Bidder. There shall be no termination compensation payable to the selected bidder.

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

5.26 COMPLIANCE

The products & services offered to the Bank must be in compliance with all laws, regulations & Govt. guidelines of India. It should not also violate any of the provisions of the IT act in anyway or any other legal provisions relating to such products or services in India.

5.27 APPLICABLE LAW & JURISDICTION OF COURT

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

6. ADOPTION OF INTEGRITY PACT

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

- a. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- b. Principal to treat all bidders with equity and reason
- c. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally
- d. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- e. Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.

- f. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- g. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

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

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

- a) Shri S R Raman
1A-121, Kalpataru Gardens
Near East-West Flyover
Kandivali East, Mumbai - 400101
E-mail:- raman1952@gmail.com
- b) Ms Vijayalakshmi R Iyer
Flat No. – 1402, Barberry Towers,
Nahar Amrit Shakti,
Chandivali, Powai, Mumbai – 400072
E-mail:- vyriyer1955@gmail.com

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

7. Non-disclosure

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

- a. That the successful bidder will treat the confidential information as confidential and shall not disclose to any third party. The successful bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.

- b. That the successful bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the successful bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the successful bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- c. That if the successful bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- d. That the successful bidder will strictly maintain the secrecy of Bank's data.
- e. Bidder has to submit Non-disclosure Agreement format given as Annexure-XXIV.

8 Issue of Corrigendum

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum.

Any such corrigendum shall be deemed to be incorporated into this RFP.

(Tender offer forwarding letter)

Tender Reference No.: DIT/BPR & BTD/OA/1146/2019-20

Date: 18/06/2019

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

Dear Sir,

Sub: Your RFP for “Selection of Vendor for Supply, Installation & Maintenance of 800 Barcode Based Self Service Passbook Printing” RFP Ref No. DIT/BPR & BTD/OA/1146/2019-20 Date: 18/06/2019

With reference to the above RFP, having examined and understood the instructions including all Annexures, terms and conditions forming part of the Bid, we hereby enclose our offer for and Supply, Installation & Maintenance of 800 Barcode Based Self Service Passbook Printing Kiosks Barcode Based Self Service Passbook Printing Kiosks, as mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by the bank we undertake to commence Supply, Installation & Maintenance of 800 Barcode Based Self Service Passbook Printing Kiosks Barcode Based Self Service Passbook Printing Kiosks as per the terms & conditions of your purchase orders.

In the event of our selection by the bank for undertaking Supply, Installation & Maintenance of 800 Barcode Based Self Service Passbook Printing Kiosks Barcode Based Self Service Passbook Printing Kiosks, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period of seven years effective from the month of execution of Service Level Agreement in favour of UCO Bank.

We agree to abide by the terms and conditions of this tender offer till 180 days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days.

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive.

We enclose the following Demand draft(s)/NEFT details & Bank Guarantee:

1. DD No./UTR No. _____ Dated _____ for Rs.20,000/- (Rupees Twenty Thousand Only) as Cost of RFP Document.
2. BG No. Dated for Rs.20,00,000/- (Rupees Twenty Lacs Only) as EMD.
BG issued by ----- Bank -----branch.

Dated this day of 2019

Signature:

(In the Capacity of)

Duly authorized to sign the tender offer for and on behalf of



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

1. Name of bidder:
2. Location
Regd. Office:
Controlling Office:
3. Constitution:
4. Date of incorporation & date of commencement of business:
5. Major change in Management in last three years
6. Names of Banker /s
7. Name and details (designation and Phone no.) of Authorised Signatory:

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

	2015-16	2016-17	2017-18
Net Worth			
Turnover			
Net Profit (Profit After Tax)			

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

- **Description of service :**
- **Details of similar service provided to banks in India specifying the number of Banks and branches**
 - In PSU banks
 - In non-PSU banks

Details of Experience in implementation of similar orders:

Sl. No.	Name of Organisation	Model Purchased	No. Of Barcode Based Self Service Passbook Printing Kiosks Purchased	Period during which installed (last 3 Years)	
				From	To

N.B. Enclose copies of Purchase Orders and reference letters as references.

Place:
Date:

**AUTHORISED SIGNATORY
Name:**

Designation:

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

Manufacturer Authorisation Form (MAF)

To,

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

Dear Sir,

Ref: RFP for Selection of Vendor for Supply, Installation & Maintenance of Barcode Based Self Service Passbook Printing Kiosks " RFP Ref No. DIT/BPR & BTD/OA/1146/2019-20 Date: 18/06/2019

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

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

Yours Faithfully

Authorised Signatory

(Name:

Phone No..... Fax.....E_mail.....)

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

Confirmation on Compliance of Eligibility Criteria

Sl. No.	Criteria	(Proof of Documents required/must be submitted)
1	Bidder should be a company registered under Companies Act 1956 and Companies Act 2013 since the last three years as on RFP submission date.	Certificate of incorporation & Commencement of Business (whichever applicable) should be submitted.
2	The bidder submitting the offer should have minimum turnover of Rupees 20 Crores for the last three financial years i.e. 2015-16, 2016-17 & 2017-18. This must be the individual company turnover and not of any group of companies.	Copy of audited balance sheet of the financial year 2015-16, 2016-17 & 2017-18.
3	Bidder should have positive net worth for last three financial years (2015-16, 2016-17 & 2017-18).	Copy of audited balance sheet of the financial year 2015-16, 2016-17 & 2017-18.
4	Bidder should be a profit making company i.e. Profit after tax for at least two of the last 3 financial years (2015-16, 2016-17 and 2017-18).	Copy of the audited Balance Sheet showing profit of the company should be submitted.
5	Bidder should have executed the total order for at least 800 Barcode Based Self Service Passbook Printing Kiosks in SCB/BFSI in India during the last two years collectively from the date of publication of this RFP.	Copy of purchase order and reference letter/Certificates mentioning number of kiosks installed under the referred PO issued by organization evidencing the experience in Supply, Installation and Maintenance of at least 1000 Barcode Based Self Service Passbook Printing Kiosk to be enclosed along with the bid. Such documents should be in the name of the Bidder only.

6	The bidder should have at least 50 service centres across the country covering all the Zonal offices of the Bank and should be capable of expanding the service centres to support the Bank's installed Barcode Based Self Service Passbook Printing Kiosk. List of service centres to be enclosed as per Annexure -XXII along with an undertaking to expand the service centres to support the Bank's installed Barcode Based Self Service Passbook Printing Kiosk.	The bidder should submit detailed list of such support centers across India covering the locations. (Including locations of service partner's support centres/ engineers, separately)
7	The bidder should be either Original Equipment Manufacturer (OEM) of Barcode Based Self Service Passbook Printing Kiosks or their authorized representative in India.	An authorization letter from OEM to this effect should be furnished as per Annexure-III. This letter should specify that in case authorized representative is not able to perform obligations as per contract during contract period, the Original Equipment Manufacturer would provide the same.
8	Bidder should not have been black-listed by any bank / institution in India. An undertaking to this effect must be submitted in their letter head.	Self-declaration to this effect on Company letter head should be submitted.
9	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications existing as on date or to be issued from time to time by statutory/regulatory bodies etc.	An undertaking on the letterhead of the company has to be submitted as per the format given in Annexure-XVIII.
10	Bidder should have good track record and satisfactory performance with at least three (3) Schedule Commercial Banks in last 3 (Three) years of service/contract period.	Bidder has to submit latest Performance Certificate (Issued at Head office level) issued by the Bank in this regard.

11	<p>The service provider should ensure that there are:</p> <p>a. No legal proceedings pending or threatened against service provider or which adversely affect / may affect performance under the contract; and</p> <p>b. No inquiries or investigations have been threatened, commenced or pending against the service provider or by any statutory or regulatory or investigative agencies.</p>	<p>Proof of docs to be submitted: Declaration in the letterhead of the service provider's company to that effect duly certified by Statutory Auditors/CA/CS should be submitted.</p>
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Note: - In this tender process, either authorized representative / distributor in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product.



Technical Specification

All the solutions sought in technical specification must be provided as end-to-end solution.

S.N.	Feature & Technical Specifications	Compliance (Y/N)
1.	Kiosk Properties	
1.1	Exterior: Height- 4'6" – 5'6" feet, Width- Max 2'6" feet, Depth- 2'6" feet	
1.2	Passbook Printer: Height from base 2'9"-3'6" feet	
1.3	Key Board and Mouse for maintenance purposes and the same are to be placed inside the Kiosks or as decided by the Bank.	
1.4	Mounting Type - Floor Mounted	
1.5	Mobility: Plug and Play	
1.6	Wake on LAN, Audio line out, Line in, Speaker(external)	
1.7	Sheet Metal - IS513 Draw Material or equivalent to 1.6mm	
1.8	Powder coated	
1.9	Anti Static	
1.10	Provision to bolt the Kiosk to Floor.	
1.11	Strong Mechanical Key lock	
2.	CPU	
2.1	Intel based system- Intel i3, 5th generation(minimum) or above, 3.10 GHz or above running on Linux or Windows 10 or above	
2.2	1X500 GB HDD (seagate/samsung or equivalent),	
2.3	4 GB DDR3 RAM (Micron/ Samsung/ Hynix or equivalent)	
2.4	External interface: minimum 4 USB ports, 10/100 mbps Ethernet card and audio port, Inbuilt SMPS to work on 230V 50 MHz power supply or external adapter ROHS certified, Mouse and Keyboard.	
3.	Operating System	
3.1	The operating system on Kiosk should be GUI based (TC/IP enabled) and supported by OS Provider.	
3.2	Operating System should be Linux or Windows 10 or above, capable of multitasking real time operations.	
3.3	OS should be hardened to allow only few applications to run on kiosk (provided by bank) and restrict all other applications	
3.4	IPv6 compliance	
4.	Touch Screen	
4.1	Size:15" minimum	
4.2	Type: Capacitive/SAW	
4.3	Material :Pure Glass	
4.4	Touch-Screen Resolution: 4096 touch points per axis within	

S.N.	Feature & Technical Specifications	Compliance (Y/N)
	the calibrated area or higher.	
4.5	Antiglare Surface : 6:1 minimum	
4.6	Light Transmission :>90%	
4.7	Accuracy: Less than +1% error within the active area.	
4.8	Response time : < 16 ms	
4.9	Endurance: Scratch resistant (must withstand more than 50,000,000 touches in one location without failure)	
4.10	Impact Resistant :meets GB9633-1988 and UL-60950-1 steel ball test or equivalent	
4.11	Operating Temperature : -5°C to 50°C	
5.	Passbook Printer with Integrated Bar Code Scanners	
5.1	Passbook printer with integrated barcode scanner including the required serial/parallel/USB ports to meet RFP requirement. It should not be an inbuilt or fabricated scanner. The make of Passbook Printer and Barcode scanner should be same.	
5.2	Any change in passbook design /printing format in future should be supported	
5.3	Font type and size should be as per the directions of the Bank, regulatory authority/RBI from time to time.	
5.4	Print speeds up to 480 cps or higher	
5.5	Print Head Life of minimum 400 million characters	
5.6	method 24 pin, impact dot matrix	
5.7	Print direction: Bi-direction with logic seeking	
5.8	Columns : 94 (10 cpi)	
5.9	Standard Integrated Passbook Printers include brands like Olivetti / Epson etc. of latest version with capacity of at least 3 mm.	
5.10	Standard Printer Cartridge / Ink, at least One number shall be provided	
5.11	Barcode Scanner to be provided for automatic capture of data from the barcode presented by the Consumer.	
	Security	
	Operating system to be hardened	
	Hard disk to be encrypted	
	BIOS password should be enabled	
	Autorun Facility to be disabled	
	USB port to be disabled	
	Application Whitelisting	
	Anti-virus Should be installed and updated periodically	
	Barcode Specification	
5.12	Should be capable of operating in Auto Trigger Mode for hands free operation and reads barcodes of all popular symbologies, including Code 128, with up to 36 Characters (Account No. should be populated as per CBS pattern which is presently 14 Digit)	
	Resolution: Minimum 203 DPI(dots per inch)	
	Print method: Thermal transfer	

S.N.	Feature & Technical Specifications	Compliance (Y/N)
	Processor: 32 bit RISC	
	Print Speed: Min.4 IPS(inches per second)	
	Print length: Maximum print length 990mm (39inches)	
	Print Width: Maximum 104 mm	
	Label roll Size: Maximum Diameter-130 mm	
	Label Size: 60 mm(L) x 25 mm (W)	
	Memory : Min.8MB DRAM Min.2MB Flash ROM	
	Interface : Parallel/USB along with necessary software	
	Other requirements: Bidder should ensure that the Printer is compatible with the offered Self Service Passbook Printing Kiosks and Self Service Passbook Printing Kiosk being used by UCO Bank.	
6.	Cabinet	
6.1	The cabinet must house all the components of the kiosk and must be ergonomically designed. Please Specify dimension (Height, Width & Breadth) in millimeter. Bank will Prefer compact design.	
6.2	All devices must be optimally located and secured, with easy serviceability.	
6.3	The Collection box must be made secure with password operated lock.	
7.	Networking	
7.1	Should have capability to connect to any type of network switch.	
8.	Application Software	
8.1	The Application Software must be developed capable of generating ISO8583 format for integration with CBS/ATM Switch (With existing version and above).It should also be capable of Integration with Finacle through API/Web Service Whereever needed.	
8.2	Will maintain log of all transactions between kiosks and Finacle/ATM Switch.	
8.3	Capable of remotely managing the kiosk transactions.	
8.4	Component level health monitoring like Printer & Consumables in the PBK	
8.5	Remote loading of Patch as and when needed like anti-virus updates	
8.6	Web based Central Office application with admin, supervisor rights.	
8.7	Remote loading of Patch as and when needed like anti-virus updates	
8.8	Web based Central Office application with admin, supervisor rights.	
8.9	Encryption at network communication level	
8.10	Encryption in Barcoding	
8.11	Centralized solution to check the patches of OS installed and configuration of Kiosks (like Mac ID, IP address)	
8.12	The Kiosk shall be capable of connecting to the central	

S.N.	Feature & Technical Specifications	Compliance (Y/N)
	location for remote management for Health Monitoring of the KIOSK. The Kiosk should have provision to get connected to a central server. The bidder shall provide the Monitoring Solution for the KIOSKs including centralized patch management and Software Up gradation without any additional cost to the Bank.	
8.13	Switch to preventive maintenance mode when preventive maintenance is being done which will be captured and monitored through Health Dashboard	
	The Self Service Passbook printer should be integrated as a single unit having a kiosk look. The integration should have the capability of capturing client machine level logs as well as centralized log monitoring system.	
9.	The message formats exchanged should follow standard ISO 8583 process code. The solution to be implemented must adhere to ISO 8583 message standards and bidder should integrate the solution with Finacle Host System	
10.	Customer should not have any access to the system except the options available for passbook updation for customers. User can interact through touch screen/hard buttons, track ball or any available other medium.	
11.	Must have audio visual guidance to help users along with visually challenged customers to use printer with multilingual capability. Language option as per requirement of bank in accordance to the place of installation.	
12.	Screen should be customizable as per requirement of Bank at no additional cost.	
13.	Should have Line/Page Recognition Function, page and line sensing, Passbook Printer for passbook update	
14.	Should have the capability to have connectivity to Host Software. i.e. Finacle 7.0.25 or higher version.	
15.	Standard Interface can fetch maximum 20 transactions at a time. If numbers of transactions are more than 20 then same process must be called recursively with Barcode authentication at each call.	
16.	<p>Must have options to generate following reports on a daily / monthly basis</p> <ul style="list-style-type: none"> ➤ Number of hits during specified time. ➤ Down time and up time of system 	
17.	<p>Each record of passbook must contains following columns:</p> <ul style="list-style-type: none"> ➤ Date of transaction ➤ Particular of transaction ➤ Debit amount ➤ Credit amount ➤ Balance amount <p>Length of fields will be shared by the Bank, as and when required.</p>	

S.N.	Feature & Technical Specifications	Compliance (Y/N)
18.	Should display appropriate error messages in user understandable language.	
19.	Proper error message should be displayed if account no. does not exist or not valid.	
20.	Ability to support horizontal/vertical type pass books	
21.	Ability to support virtual keyboard (Touch Screen)	
22.	Should have capability to connect to any type of network switch	
23.	Weather (India Weather Conditions) & Vandal proof & Indian usability conditions.	
24.	Support input voltage of 230V AC / 50Hz +- 5% variation	
25.	Passbook must have following features: At the time of issuance of new passbook, following details of customer should be printed on first page of passbook: <ul style="list-style-type: none"> ➤ Branch name ➤ IFSC code ➤ Account number & Account holder name ➤ Address of account holder (separated as address1 & address2) ➤ Date of account opening & Passbook issuance date 	
26.	At the time of issuance of new passbook, the customer details present should be printed on 1st page of the Passbook.	


 यूको बैंक UCO BANK

Commercial Bid Template**COMMERCIAL BID TEMPLATE****(Amount in Rs.)**

SL. No.	Description	Qty. (A)	Unit Price (B)	GST % (C)	GST Amount (D)	Total = A*(B+D)
1	Barcode Based Self Service Passbook Printing Kiosk with inbuilt Barcode Reader (with three year warranty) as per the technical & functional specifications given in the RFP.	800				
2	Barcode Printer (with three years warranty) as per technical Specification mentioned in RFP.	800				
3	AMC for Barcode Based Self Service Passbook Printing Kiosk 4 th year (after warranty period of 3 year)	800				
	AMC for Barcode Based Self Service Passbook Printing Kiosk 5 th year (after warranty period of 3 year)	800				
4	AMC for Barcode code Printer for 4 th year (after warranty period of 3 yr)	800				
	AMC for Barcode code Printer for 5 th year (after warranty period of 3 yr)	800				
5	Cost for Middleware & remote Monitoring system (including required applications, Web interface & database & required licenses) (with 3 year warranty)	1				
6	AMC for Middleware & remote Monitoring system for 4 th yr (including required applications, Web interface & database & required licenses) (after warranty period of 3 yr)	1				
	AMC for Middleware & remote Monitoring system for 5 th yr (including required applications, Web interface & database & required licenses) (after warranty period of 3 yr)	1				
7	1000 Barcode label and requisite cartridge for Printing	800				
8	Facility Management					
	Facility Management Cost 1 st yr					
	Facility Management Cost 2 nd yr					
	Facility Management Cost 3 rd yr					
	Facility Management Cost 4 th yr					
	Facility Management Cost 5 th yr					
9	TOTAL COST OF OWNERSHIP (IN FIGURES)					
10	TOTAL COST OF OWNERSHIP (IN WORDS)					

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

Place.
Date.

AUTHORISED SIGNATORY
Name & Designation:

Note:

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

Place:

Date:

AUTHORISED SIGNATORY

Name:

Designation:

Format of Bank Guarantee (EMD)

To
UCO BANK,
Department of Information Technology,
5th Floor, 3 & 4 DD Block, Sector-I,
Salt Lake, Kolkata – 700064

Dear Sirs,

In response to your invitation to respond to your RFP for Selection of Vendor for Supply, Installation & Maintenance of Barcode Based Self Service Passbook Printing Kiosks , 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 Selection of Vendor for Supply, Installation & Maintenance of Barcode Based Self Service Passbook Printing Kiosks and to provide related services as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of Rs.20,00,000/- (Rupees Twenty Lacs only) 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 the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on demand to UCO Bank the said amount of Rupees Twenty Lacs 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.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed Rs.20,00,000/- (Rupees Twenty Lacs only).

2. This Bank Guarantee will be valid upto ____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before_____.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this ____day of ____at ____.

Yours faithfully,

For and on behalf of

_____ Bank.

Authorised Official.

(NB : This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified. The signatory shall affix his signature, name and designation).



PROFORMA FOR PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with the stamp act)

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt **M/s** _____ **(Name of the vendor Company)**, a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the vendor company) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no.dated..... issued to the Vendor and an Agreement to be made between UCO Bank and the Vendor for a period of In pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a _____ Bank _____ Guarantee _____ for Rs.....(Rupees.....Only). We,..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of [VENDOR] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.

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

3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this

present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

4. We,[indicate the name of the Bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.
5. We [indicate the name of Bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.
7. We, [indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) Only.
- b. This Bank Guarantee shall be valid uptoand

c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(date of expiry of Guarantee including claim period).

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

Yours' faithfully,

For and on behalf of

_____ Bank.

Authorised Official.

NOTE:

1. Selected vendor should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.

Performa of letter to be given by all the Bidder participating in the UCO Bank RFP for Selection of Vendor for Supply, Installation & Maintenance of 800 Barcode Based Self Service Passbook Printing Kiosks on their official letterheads.

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

Sir,

Reg: **Your RFP for "Selection of Vendor for Supply, Installation & Maintenance of 800 Barcode Based Self Service Passbook Printing Kiosks" RFP Ref No. DIT/BPR & BTD/OA/1146/2019-20 Date: 18/06/2019**

We submit our Bid document herewith.

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid.

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

Yours faithfully

For.....

(Signature and seal of authorized person)

Place:

Date:

Performa of letter to be given by all the Bidder participating in the UCO Bank RFP for Selection of Vendor for Supply, Installation & Maintenance of 800 Barcode Based Self Service Passbook Printing Kiosks on their official letterheads.

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

Sir,

Sub: Selection of Vendor for Supply, Installation & Maintenance of 800 Barcode Based Self Service Passbook Printing Kiosks.

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

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

The bid submitted herein shall be valid for a period of 180 days from the date of RFP response submission process closes.

Yours faithfully,

Authorised Signatory
Designation
Bidder's corporate name

Performa of letter to be given by all the Bidder participating in the UCO Bank RFP for Selection of Vendor for Supply, Installation & Maintenance of 800 Barcode Based Self Service Passbook Printing Kiosks on their official letter-head.

To,

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

Sir,

Sub: Selection of Vendor for Supply, Installation & Maintenance of 800 Barcode Based Self Service Passbook Printing Kiosks.

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

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

Yours faithfully,

Authorised Signatory
Designation
Bidder's corporate name

Application Integrity Statement

(To be submitted in the Company Letter Head with technical Bid)

We undertake, that application supplied for Supply, Installation & Maintenance of 800 Barcode Based Self Service Passbook Printing Kiosk and other applications provided to Bank as per the scope of this RFP is free of malware, free of any obvious bugs, and free of any covert channels in the code.

Authorized signatory

Name:

Designation:

Place:

Date:



Undertaking by the bidder

(To be included in Technical & Commercial Bid Envelope)

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

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

Dated this _____ day of _____ 2019

Signature

(Company Seal)

यूको बैंक  UCO BANK

In the capacity of

Duly authorized to sign bids for and on behalf of:

Undertaking Letter on the vendor's letterhead for Central Minimum Wages Act & Labour Laws

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

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:

Ref: RFP for Selection of Vendor for Supply, Installation & Maintenance of 800 Barcode Based Self Service Passbook Printing Kiosks (RFP Ref No. DIT/BPR & BTD/OA/1146/2019-20 Date: 18/06/2019)

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

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

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

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

Yours faithfully,

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

Undertaking for Non-Blacklisting / Non-Debarment of the bidder

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

Dear Sir(s),

Sub: Selection of Vendor for Supply, Installation & Maintenance of 800 Barcode Based Self Service Passbook Printing Kiosks, RFP Ref No. DIT/BPR & BTD/OA/1146/2019-20 Date: 18/06/2019

- a. We M/s _____, the undersigned hereby confirm that we have read and understood the eligibility criteria and fulfil the same.
- b. We further confirm that all the information as per requirement of the Bank have been included in our bid.
- c. Further we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- d. We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- e. We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.
- f. (Deviation to the above if any, the Bidder must provide details of such action(s)
 - 1.
 - 2.

(Signature and the capacity of the person duly authorized to sign the bid for and on behalf of)

PRE CONTRACT INTEGRITY PACT

(To be stamped as per the Stamp Law of the Respective State)

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to procure (Supply, Installation and Maintenance of 800 Barcode Based Self Service Passbook Printing kiosk) hereinafter referred to as Stores and / or Services.

And

M/s _____ represented by _____ Authorised signatory, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

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

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of 800 Barcode Based Self Service Passbook Printing kiosk and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

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

4. Commitments of the Buyer

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

- (i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- (ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- (iii) The Buyer will exclude from the process all known prejudiced persons.

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

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

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

- (i) The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- (ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.
- (iv) The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).

5.2 The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

5.3 The Bidder(s) /Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

5.4 Agents / Agency Commission

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMs of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter -Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

6.2 If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance

program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

8.1 If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

- (i)** To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
- (ii)** To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
- (iii)** To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
- (iv)** To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

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

9. Compensation for Damages

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

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

10. Price Fall Clause

The Bidder undertakes that it has not supplied /is not supplying same or 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 PSU/PSBs during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then

that very price 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.

11. Independent External Monitor(s)

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

12. Law and Place of Jurisdiction

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

13. Other Legal Actions

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

14. Integrity Pact Duration.

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

15 Other Provisions

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

BUYER



BIDDER /SELLER

Signature:
Authorized Signatory
UCO Bank, Department of IT

Signature:
Authorized Signatory

Place:
Date:

Witness:
(Name & Address)

Witness:
(Name & Address)

RFP Reference No.: DIT/BPR & BTD/OA/1146/2019-20 dated: 18/06/2019

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

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	Subject/Description	Query sought/Suggestions of the Bidder



Place:

Date:

Signature of Bidder: _____

Name: _____

Business Address: _____

Undertaking to abide by all By-Laws / Rules / Regulations
(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

**The Deputy General Manager (DIT, BPR & BTB),
UCO Bank, Head Office – II
Department of Information Technology,
5th Floor, 3 & 4 DD Block, Sector – 1
Salt Lake, Kolkata – 700064**

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

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

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

Dated this _____ day of _____, 20 _____ .

Place:

For M/s.

.....
[Seal and Signature(s) of the Authorised Signatory (s)]

BILL OF MATERIAL
(To be submitted with technical Bid)

Sl. No.	Description	Unit	Make	Model	Specification	Additional Information
1						
2						
3						
4						
5						
6						

Note- BBSSPBK's and Bar Code Printer's components and its detailed specification & other items required for the proposed solution to be specified.

Place.

Date.



AUTHORISED SIGNATORY

Name:

Designation.

**Undertaking of Authenticity for Barcode Based Self Service Passbook Printing
Kiosks/machines Supplies**

Sub: Selection of Vendor for Supply, Installation & Maintenance of 800 Barcode Based Self Service Passbook Printing Kiosks

Ref: 1. Your Purchase Order No-----Dated -----

2. Our invoice no/ Quotation no. -----Dated -----

With reference to the Barcode Based Self Service Passbook Printing Kiosk being supplied /quoted to you vide our invoice no/ quotation no/order no cited above.

We hereby undertake that all the components/parts/assembly/hardware/software used in the machine(s) under the above like hard disk, Monitors, Memory, scanning assembly, sensors, printers etc shall be original new components / parts/ assembly/ software only, from respective OEMs of the products and that no refurbished /duplicate/ second hand components/parts / assembly/ software are being used or shall be used.

We also undertake that in respect of licensed operating system, if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate (e.g. Product Keys on Certification of Authenticity in case of Microsoft windows Operating System) and also that it shall be sourced from the authorized source (e.g. Authorized Microsoft Channel in case of Microsoft Operating System).

Should you require, we hereby undertake to upgrade the Operating System version in future without additional cost to higher version during the contract period in case the existing version of the OS is declared end of support/ end of life.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM Supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the Barcode Based Self Service Passbook Printing Kiosk/Machines without demur, if already supplied and return the money if any paid to us by you in this regard.

We (system OEM name) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre/ Reseller/ SI etc.

Authorized signatory

Name:

Designation:

Place:

Date:

Performa of Acceptance Certificate

Certificate of Acceptance for Supply & Installation of Barcode Based Self Service Passbook Printing Kiosks(BBSSPBPK)

RFP Ref No._____ **Date**_____ **Purchase Order No.** _____ **& Date**_____

BBSSPBPK ID: _____ Branch: _____ Date of Commissioning: _____.

This is to certify that the supply and installation of BBSSPBPK for UCO Bank, against above said work order has been completed successfully.

For New BBSSPBPK Installed: --

1. BBSSPBPK Make _____
2. UCO Bank Colour Customization:--(Y / N) _____
3. UCO Bank Instruction Stickers on BBSSPBPK:- (Y / N)_____
4. Grouting of BBSSPBPK Done: - (Y/ N)_____
5. All Screens are copied and all functionality of UCO Bank working (Y/N)_____
6. Whether other services options are working (Y/N)_____
7. Training provided (Y/N):-
8. Transactions happening with all type of language selection i.e Hindi/Regional/English language:--(Y/N)_____
9. Passbook is printing in respective language selection when selecting Hindi/ English/Regional language (Y/N)_____
10. Whether vendor has provided 1000 Bar Code Sticker (Y/N)_____
11. BBSSPBPK having vinyl wrapping as per Bank's branding(Y/N)_____
12. One set of media and documentation for equipment including software license certificate submitted to Branch(Y/N)_____.
13. One set of BBSSPBPK software recovery media submitted to Branch (Y/N)_____.
14. Old BBSSPBPK (BBSSPBPK ID _____) removed(Y/N)_____

Branch Comments if any:

*Note: Branch should check that machine is in good condition (i.e new and not damaged during transit) and is working fine.

We hereby confirm that the aforesaid BBSSPBPK including all components is brand new and is working fine.

Vendor
Seal & Signature
Date

Branch Head/Second Man
Seal & Signature
Date

Details of Support Centers
(To be included in Technical Bid)

Sl. No.	City	Own or Franchise	Postal Address	Contact Numbers	Brief Description	No. of Field Support Engineers
1						
2						
3						
4						
5						
6						
7						
8						
9						



Authorized signatory

Name:

Designation:

Place:

Date:

OPTIONAL ITEMS**(Please quote rate Inclusive of all taxes)**

Sl. No	Description	Unit	Rate per unit
	Consumables		
1	Cartridge for Passbook Printer	Each	
2	Cartridge for Barcode Printer	Each	
3	Ribbon of Passbook Printer	Each	
4	Bar Code ribbon role	Each	
5	Passbook Printer Head	Each	
6	Bar Code Printer Head	Each	
7	Any Other Item (Please specify)	Each	
	Spare Parts		
1	PC power Supply (SMPS)	Each	
2	Mother Board with Processor	Each	
3	Mother Board without Processor	Each	
4	4 GB DDR3 RAM	Each	
5	PC Core Mother Board	Each	
6	Visit Charges of Engineer per visit	Each	
7	Shifting of machine within same premises with de-	Each	
8	Shifting of machine within same City with de-	Each	
9	Shifting of machine from one City to other City	Each	
10	Grouting on a 6" thick concrete platform with reinforced concrete along with industrial bolts	Each	
11	Grouting of Passbook Printing kiosks with Anchor fastener	Each	
12	Main Board for Passbook Printer	Each	
13	Main Board for Barcode Printer	Each	
14	Cost of Cabinet	Each	
15	Spike Guard	Each	
16	Passbook Movement Roller	Each	
17	Main Gear Used for Passbook Movement	Each	
18	Printer Motherboard with processor	Each	

19	Touch Screen	Each	
20	Speakers	Each	
21	CPU Cabinet	Each	
22	Print head flat cable	Each	
23	Console flat cable	Each	
24	Console without display	Each	
35	Any Other Item (Please specify)	Each	

1. The bidder has to quote for the optional items mentioned in Annexure XXIII. The cost of items quoted shall be inclusive of all charges including installation, configuration and labour charges and the cost will be valid for two year from the date of acceptance of Purchase order.
2. The list of optional items mentioned in Annexure XXIII is indicative only.
3. Bank reserves the right to indent the quantity of spare parts based on the requirement during warranty and AMC period and vendor will meet the Bank's need as and when required. The cost of optional items should be reasonable and comparable with market standards.
4. Warranty of the items will be co-terminus with the hardware/equipment warranty.
5. In case the Bank deems that the rates of optional items are on the higher side, the Bank has the right to seek third party opinion on rates of spares and has the right to negotiate with the selected bidder for prices of the optional items.
6. Spare parts not mentioned in the list will be considered as Free of Cost.

Place:

AUTHORISED SIGNATORY

Date:

Name:

Designation:

**** The above prices are subjected to negotiation.**

RFP Reference No.: DIT/BPR & BTD/OA/1146/2019-20

dated: 18/06/2019

NON-DISCLOSURE AGREEMENT

(To be stamped in accordance with the stamp act)

This Non-Disclosure Agreement is entered into on thisday of..... 2019

BETWEEN

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

AND

.....
..... (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**

(Each of Bank and the successful bidder is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

WHEREAS the Successful bidder/Receiving Party is *inter alia* engaged for **Supply, Installation and Maintenance 800 Barcode Based Self Service Passbook Printing Kiosks** as per the terms and conditions specified in the RFP Ref No. **DIT/BPR & BTD/OA/1146/2019-20 dated:18/06/2019**. The Successful bidder/Receiving Party would be the single point of contact for this project.

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

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for Supply, Installation and Maintenance 800 Barcode Based Self Service Passbook Printing Kiosks.

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

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

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

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

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

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

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

(b) Advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided

hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Arbitration and Equitable Relief.

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

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

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

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

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

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

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

12. General Provisions.

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

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

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

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

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

(f) Jurisdiction of Court: All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts of Kolkata only.

(g) Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and _____ (the selected successful bidder)

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

For and on behalf of

.....

Signature: _____
Name: _____
Designation: _____
Date: _____

For and on behalf of

.....

(The selected successful bidder)

Signature: _____
Name: _____
Designation: _____
Date: _____

PROFORMA FOR DEED OF INDEMNITY

(To be stamped as per the Stamp Law of the Respective State)

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

IN FAVOUR OF

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

WHEREAS

The Obligor has



- A. offered to provide solution for Supply, Installation and Maintenance 800 Barcode Based Self Service Passbook Printing Kiosks with the specifications as prescribed in the Agreement / Contract dated _____ during the period of five year from the date of acceptance of the purchase orders issued by the Bank from time to time. The Supply of solution by the obligor is herein after referred to as "**Supply**".
- B. Agreed to install and provide comprehensive maintenance for the Equipments, material used and workmanship by them in terms of the Agreement / Contract dated _____ and respective Purchase Orders issued from time to time during the warranty period of 36 months and during the post warranty period if required at the discretion of UCO BANK. (The installation and maintenance are herein after collectively referred to as "**Service/s**").
- C. Represented and warranted that they have all permissions, consents, and approvals from all authorities, both regulatory and non-regulatory, for providing solution for Supply, Installation and Maintenance 800 Barcode Based Self Service Passbook Printing Kiosks and provide other Service/s to UCO BANK.

D. Represented and warranted that the aforesaid supply/services offered to UCO BANK do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of UCO BANK.

E. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract/ Agreement with UCO BANK.

1. One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favor of UCO BANK indemnifying the latter against any claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to UCO BANK as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.
2. In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of UCO BANK as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

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

- (1) the Obligor shall, at all times hereinafter, save and keep harmless and indemnified UCO BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against UCO BANK by whomsoever and all losses, damages, costs, charges and expenses that UCO BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable

laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.

- (2) The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
- (3) The Obligor further agrees to provide complete documentation of all Equipments/accessories/and other software, they are having. The Obligor shall also indemnify and keep indemnified UCO BANK against any levies/penalties/claims/demands, litigations, suits, actions, judgments, in this regard.
- (4) If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
- (5) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO BANK or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.
- (6) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to UCO BANK).
- (7) This indemnity shall survive the aforesaid Agreement.
- (8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.
- (9) This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Kolkata. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be

conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

(10) UCO BANK may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of UCO BANK

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

Signed and Delivered on behalf of (_____)

By the hand of (_____) the authorized official of the Obligor)

यूको बैंक  UCO BANK