

Request for Proposal (RFP)

For

Supply of Safenet 5110 Cryptographic USB e-Tokens on Rate Contract Basis (e-Tendering)



Head Office-2

Department of Information Technology

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

Salt Lake, Kolkata-700 064

RFP REF NO: DIT/BPR&BTD/OA/403/2017-18 Date: 16/05/2017

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 Supply of Safenet 5110 Cryptographic USB e-Tokens. It should not be reused or copied or used either partially or fully in any form.

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Tender Reference No.	DIT/BPR&BTD/OA/403/2017-18 Dated 16/05/2017
RFP Document Issue Date	16/05/2017
Cost of Tender documents	Rs 2,000/- (Rupees Two Thousand Only)
Earnest Money Deposit (EMD)	Rs 50,000/- (Rupees Fifty Thousand Only)
Date of commencement of sale of tender document	16-05-2017
Pre Bid queries to be received only online at	https://eauction.auctiontiger.net on or before 25.05.2017 at 05.00 PM
Last Date and Time for online submission of bid documents and responses	05-06-2017 at 3.00 PM https://eauction.auctiontiger.net
Opening of Eligibility and Technical bids	05-06-2017 at 4.30 PM onwards (on the same date)
Opening of Commercial Bid	Will be informed separately to technically qualified bidders.
Website for online RFP	https://www.ucobank.com & https://eauction.auctiontiger.net
Address for communication	Mr. Sanjay Kumar Prasad, Chief Manager (IT) Department of Information Technology UCO Bank email: hodit.calcutta@ucobank.co.in Tel : 033-4455 9775/58 Fax no: 033-44559063
Address for support for online RFP	Mr. Gaurav Tiwari, e-Procurement Technologies Ltd. Email: gaurav.tiwari@auctiontiger.net Phone: 7940230809

Note: Bids will be opened by bank officials, submitted online by bidders. In case the specified date of submission & opening of Bids is declared a holiday 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 3:30 p.m. 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 bid documents should be strictly as per terms and conditions mentioned in this RFP.

Note:-

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

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

Minimum requirement for e-Tendering-

Computer/laptop with internet connection

Operating system-WINDOWS 7 and above

Digital Certificate- Class II or III, Signing + Encryption

1. Introduction

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, and its Department of Information Technology at 3 & 4, DD Block, Sector-1, Salt Lake, Kolkata - 700064, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 3000+ Domestic Branches, four Overseas Branches two each at Singapore & Hong Kong Centres and 2700+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle (Ver. 7.0.25) as a Core Banking Solution.

2. Objective

As per IDRBT-Certifying Authority (CA) guidelines, "Signing Certificates" in the name of individuals will be facilitated only through FIPS 140-1/2 Level 2 validated Cryptographic USB Tokens. In order to secure the storage of Private Key along with the corresponding Digital Certificate, Bank is in the process of procuring Cryptographic USB e-Tokens.

In view of the above, Department invites Request for Proposal (RFP) from the reputed vendors/firms for the Supply of Safenet 5110 Cryptographic USB e-Tokens. Estimated tentative requirement of cryptographic USB Tokens is 4000 which may vary as per actual need.

In addition to the above requirements, the selected bidder(s) will also be required to supply the Cryptographic USB e-tokens to Bank's subsidiaries and sponsored RRBs at the same rate as discovered during this RFP.

3. Submission of Bid

- 3.1 The Bid document shall be in two parts viz. Technical Bid & Commercial Bid. Both the bids must be submitted in separate sealed envelopes super scribing “**Technical Bid for Supply of Cryptographic USB e-Tokens**” on top of the envelope containing Technical Bid & “**Commercial Bid for Supply of Cryptographic USB e-Tokens**” on top of the envelope containing Commercial Bid. These two separate sealed envelopes should be put together in another sealed envelope super scribing “**Bid for Supply of Cryptographic USB e-Tokens**” mentioning RFP reference number and date given herein above. If the covers/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 filed so that the papers are not loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny. Bidders are requested to participate in the tender process strictly according to the time schedule mentioned above.
- 3.2 Bidder should submit technical & functional bid and their compliance as per the technical specification given in **Annexure-C** and Functional Specification in **Annexure-D**.
- 3.3 Bidder should submit Price bid as per **Annexure-G**.
- 3.4 In case of discrepancy between figures and words, the amount in words shall prevail. **L1 will be determined on the base of cost quoted in Annexure-G.**
- 3.5 The Bid documents should be deposited in online mode as mentioned in the Bid Control Sheet. UCO Bank is not responsible for non-receipt of quotation within the specified date and time due to any reason including postal holidays or delays.
- 3.6 The vendors are requested to note that they cannot submit their online submission after the time stipulated above and no extension of time will normally be permitted for submission of bid.
- 3.7 If bidder has any queries, please refer to the control sheet as mentioned above. It may be noted that no query from any bidder shall be entertained or received after the above mentioned date.
- 3.8 The offer should remain **valid for a period of 6 months** from the closing date of the Bid.

4. Cost of Tender Documents

A complete set of tender document should be downloaded from the Bank's official website <https://www.ucobank.com> and from <https://eauction.auctiontiger.net>. The bidder downloading the tender document from the website is required to submit a non-refundable fee, for an amount as mentioned in the Bid Control Sheet through NEFT at the time of technical bid submission online (scanned copy should be uploaded and the original instrument must be sent to the office address as mentioned below within 3 days from date of submission of bid), failing which the bid of the concerned bidder will be rejected.

Head Office-2 Department of Information Technology 5 th Floor,3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064	Phone no: 033-4455 9775/9758 Fax no: 033-44559063 E-Mail: hodit.calcutta@ucobank.co.in
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During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria, his bid document is liable to be rejected. Also, if it is found that the bidder has submitted false / incorrect information the bid will be rejected summarily and the Earnest Money Deposit will be forfeited by The Bank.

5. **Earnest Money Deposit:**

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 180 days together with a claim period of 30 days in favour of UCO Bank payable at Kolkata for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
Supply of Safenet 5110 Cryptographic USB e-Tokens	Rs. 50,000/-

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 without any interest thereon. The EMD of successful bidder(s) will be returned to them before the execution of Service Level Agreement (SLA).

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

- If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- The bidder violates any of the provisions of the terms and conditions of this tender specification.
- 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.

The Bank details for Bank Guarantee (EMD) are as below:

- ✓ Account Number-18700210000755
- ✓ Account Name- M/S H.O. DIT
- ✓ Branch- DD Block, Salt Lake branch
- ✓ IFSC- UCBA0001870
- ✓ MICR-700028138

6. Exemption from Submission of EMD:

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.

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

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

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

7. Eligibility Criteria

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

Sl.No.	Criteria	Proof of documents to be submitted
1	Bidder should be an established Business entity (Company / Firm) registered in India.	Certificate of Registration/ Incorporation & Commencement of Business (whichever applicable) should be submitted.
2	The bidder submitting the offer	Copy of the audited balance sheet of

	should be a profit making company with an annual turnover of Rs. 10 Lacs or more in each of previous three financial years i.e 2014-15, 2015-16 and 2016-17.	the company showing profit/ annual turnover of the company for the consecutive last three financial years to be submitted
3	The bidder should have supplied at least 1000 Cryptographic USB tokens in any organization in India during last 1 year.	The reference letter from the respective organization in this regard to be submitted.
4	The bidder should have supplied and supported Cryptographic tokens for the last 3 years at least in two organizations in India. Out of two organizations one should be from BFSI sector	Documentary evidence in this regard to be submitted by the bidder.
5	The bidder should be an Original Equipment Manufacturer (OEM) or Authorized representative of OEM.	An authorization letter in this regard to be submitted.
6	The offered Token should be Safenet 5110 model and conforming to FIPS 140-2 Level 2 or above validation/certification.	An undertaking in this regard to be submitted by the bidder.
7	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.	An undertaking in this regard to be submitted by the bidder.

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. The Bidder needs to comply with all the eligibility criteria mentioned above. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation. Any credential detail not accompanied by relevant proof documents from the clients will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide. Any assumptions made by the Bidder's in response of this RFP will be their own risk and cost. The bank will not be liable for any such assumptions / representations made by the Bidder. The bank's decision will be final.

8. Pre-bid Meeting:

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, the bidder can send the queries in which it should be reached by email as mentioned in Bid Control Sheet mentioned above. It may be noted that no query of any bidder shall be entertained / received after the above mentioned date. Queries raised by the prospective bidders and the Bank's response will be available at Bank's web site.

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

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

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 bidders, Bank shall be entitled to forfeit the EMD.

10. Contract Period:

The selected bidder needs to execute a Service Level Agreement (SLA) / rate contract as per Format to be supplied by the Bank to the selected bidder covering inter alia the terms and conditions of this RFP.

Bank will enter into a contract with the vendor for a period of **03 Year from the date of execution of SLA / rate contract** for supplying the Safenet 5110 Model Cryptographic USB Tokens. During the contract period, vendor will supply the Safenet 5110 Model Cryptographic USB Tokens as per the price discovered and shall also provide the warranty support services. The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving **One month notice** without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection.

The contract period will commence effective from the date of execution of the Service Level Agreement (SLA) unless terminated earlier by the Bank by serving 30 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of three (03) years, the contract may be extended/renewed for such further period as would be decided by the Bank on the same terms and conditions as mentioned herein.

11. Scope of Work

A brief overview of the requirement is outlined as below and it is mandatory for the bidder to submit its response/undertaking of the compliances as below:

11.1 The bidder should supply the Safenet 5110 model FIPS 140-1/2 Level 2 validated Cryptographic USB e-Tokens.

11.2 Eligible bidder will be required to supply, support and manage approximately about **4000 no's. of Safenet 5110 model Cryptographic USB Tokens**. The requirement is indicative which may vary as per Banks requirement. However, Bank may place an additional order of **20 % Cryptographic USB e-tokens at L1 rate** during the contract period as per business requirements of the Bank.

- 11.3 The offered product should be able to store Digital Certificates (along with private key) of various CAs (Certifying Authorities) operating in India.
- 11.4 The eligible bidder has to undertake that the offered Cryptographic Tokens are as per the technical specifications given in **Annexure C**.
- 11.5 Eligible bidder will be required to have adequate stock of e-tokens to meet the Bank's requirement and also to replace the defective ones with the new ones, without incurring any additional cost to the Bank.
- 11.6 The support should be provided during the warranty of the product at any of the concerned offices/branches of the bank.
- 11.7 The eligible bidder should provide the support (both technical and management) at no extra cost for testing and successful implementation of Cryptographic USB e-Tokens with Digital Signature /Encryption-Decryption keys with any PKI enabled applications or also those proposed to be introduced. Configuration/Testing report to be dully counter signed by the Bank's Official.
- 11.8 The bidder should provide the Cryptographic tokens to Bank's subsidiaries and sponsored RRBs at the same rate.

12. Selection Process:

- 12.1 There would be a two (2) stage evaluation process. The Stages are:
- i) Technical & Functional Evaluation
 - ii) Commercial Evaluation.
- 12.2 The Technical & Functional evaluation will be done on the basis of compliance chart provided by bidder as per **Annexure-C & Annexure-D**. The Bidder should comply to all points in scope of work.
- 12.3 Non-compliance of any point either in scope of work may lead to rejection from the further bidding process. After technical evaluation commercial bids of only technically qualified bidders will be opened.
- 12.4 The bidders complying 100% of the Technical Specification/Scope of Work, as defined in the RFP Document will be evaluated further.
- 12.5 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:
- a) The L1 Bidder will be selected on the basis of the amount quoted for proposed solution as per **Column D** in **Annexure G**.
 - b) 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.
 - c) In case there is a variation in value between numbers and words; the value mentioned in words would be considered.

13. Cost borne by bidder

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 / Bidder.

14. Order Cancellation (Termination):

UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 30(thirty) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -

- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
- b) The selected bidder goes into liquidation, voluntarily or otherwise.
- c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, Notification etc.
- d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- f) Deductions on account of liquidated damages exceed more than 10% of the total work order.

In case the selected bidder 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 bidder.

- g) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.
- h) UCO BANK reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills.

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

15. Consequences of Termination:

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

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

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

16. Indemnity:

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.

The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.

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

Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank afterward) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.

17. Force Majeure

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

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
3. Terrorist attack, public unrest in work area

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The bidder or UCO 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. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding the above, provisions relating to indemnity, confidentiality, survive termination of the contract shall remain same.

18. Confidentiality

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

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.
- **Conflict of interest:** The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

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

19. RFP Response:

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

All submissions will become the property of Bank. Bidders 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 Bidders 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 rights that may subsist in the submission or Banking documents.

20. Award of Contract

After evaluation, the bidder whose bid has been determined to be responsive and who quotes the lowest price will be treated as "**L1 Bidder**" among the number of bidders participated and the whole quantity will be ordered to L1 vendor only as per the terms and conditions mentioned in the RFP. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder(s). A bidder will procure the items as per the number of quantities mentioned in the RFP.

21. Purchase Order

The Purchase Order will be issued to the vendor in Phases within the Contract Period and Bank does not guarantee any minimum order quantity commitment to the vendor. Further, Bank at its own discretion may or may not procure the entire indicative quantity as mentioned in the RFP.

22. Penalty Charges

UCO BANK reserves its right to recover these amounts by any mode as it deems fit and proper such as adjusting from any payments to be made by UCO BANK to the bidder, etc. without prejudice to its other rights and contentions available under the Law (s) for the time being in force. Liquidated damages will be calculated on per week basis.

The following penalty charges will be imposed on the bidder in the following circumstances:

- Due to Late Delivery:** If vendor fails to deliver Cryptographic USB e-Tokens within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the ordered price, a sum equivalent to **1%** of the undelivered items for each week of delay or part thereof maximum up to **10%** of

the order value. The Bank will deduct the penalty amount from any of the outstanding amount payable to the bidder.

- b. Due to damage/malfunctioning of the USB E-Tokens:** If the **10% of the delivered items** USB e-Tokens supplied by the vendor gets malfunctioned/damages/non – generating the Signing Certificates/non-supporting any of the Banks application, Bank will impose the **penalty sum equivalent to 10% of the order value for the delivered items.**

23. Acceptance by the Bank

The Cryptographic USB e-Tokens are deemed to be accepted by the Bank if it supports the various PKI enabled applications running in the Bank such as CERSAI, RTGS, ROC, CTS , e-tax filling etc., e-Kuber, TDS etc.

24. Payment Terms:

Terms of Payment will be as under:

- a. No advance payment will be made.
- b. 100% on delivery of the specified goods at the mentioned site address for which the purchase order is raised.
- c. Amount is payable only after satisfactory discharge of the services as per this document & after deduction of applicable penalties, if any.
- d. The price quoted by the bidder shall be fixed and not subject to adjustment during the contract period irrespective of reasons whatsoever including exchange rate fluctuations, changes in taxes, duties, levies, charges etc.
- e. The bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government Levies viz. Sales Tax, Excise Duty, Custom Duty etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during the contract period.

25. Payment Authority

The payments as per the Payment Schedule covered hereinabove shall be paid by this office (DIT, Head Office). However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/live running and service report from the concerned offices where the purchased equipments have been delivered. Following Documents are to be submitted for Payment:

25.1 Invoice in Triplicate

25.2 Original Octroi Receipts, if any

25.3 Duly receipted Delivery Challan

25.4 Delivery Report, counter signed by an authorized official from the delivery site

26. Delivery Schedule & Location

The Cryptographic Tokens are to be delivered at the delivery site within a maximum period of **4 weeks** from the date of issuance of Purchase Order. The Cryptographic Tokens will be supplied by the selected bidder as per the purchase orders released by the Bank. The Purchase Order will be sent to the selected bidder through e-mail furnished by the bidder in the RFP bid response followed by the Hard Copy through Courier/Speed Post.

All standard accessories need be supplied along with the Cryptographic Tokens, as per the Bank's requirement.

LOCATION OF DELIVERY:

**BANK SITE: Department of Information & Technology,
UCO Bank, Head Office –II, 7th Floor,
3 & 4 DD Block, Salt Lake, Sector-1,
Kolkata-700064**

Delivery of all the ordered units at the site along with the set of documents required for operational use of the Cryptographic Token.

27. Single Point Of Contact

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

28. Dispute Resolution Mechanism

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

- 28.1 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.
- 28.2 The matter will be referred for negotiation with the competent authority of the UCO BANK/Purchaser and the Authorized Official of the selected Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute/difference shall be submitted by either party for arbitration within 15 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

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

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

29. Jurisdiction

The jurisdiction of the courts shall be Kolkata.

30. Authorized Signatory

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with THE BANK, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the Bidder to discuss, sign agreements/contracts with THE BANK, raise invoice and accept payments and also to correspond. The Bidder shall provide proof of signature identification for the above purposes as required by THE BANK.

31. Signing of the Bid

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

32. Non-Assignment:

Neither the subject matter of the contract nor any right arising out of the contract shall be transferred, assigned or delegated to any third party by Vendor without prior written consent of the Bank.

33. Non-Disclosure Agreement:

The selected vendor is required to sign a Non-Disclosure Agreement with UCO Bank and the format of the Non-Disclosure Agreement will be provided by the Bank later.

34. Governing Laws & Jurisdiction of the Court:

The provisions of this RFP and the Service Level Agreement to be executed shall be governed by the laws of India for the time being in force and the Rules made thereunder from time to time and all the dispute(s) or difference(s) arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts at KOLKATA.

35. General Terms & Conditions

35.1 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.

35.2 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.

35.3 The Bank reserves the right to modify any terms, conditions or specifications for submission of offer and to obtain revised Bids from the bidders due to such changes, if any.

35.4 Canvassing of any kind will be a disqualification and the bank may decide to cancel the bidder from its contract.

36. Warranty & Maintenance

The Cryptographic Tokens should have the warranty period of **12 months** from the date of supply. During the warranty period the faulty tokens are to be replaced with new functioning tokens.

37. Documents Constituting the Bid

The Eligibility/Technical bid must be made in an organized and structured manner in the following form:

- a. Table of Contents (Index)
- b. Tender Forwarding Letter (Annexure – A)
- c. Compliance to Eligibility Criteria (Annexure–E) - Along with all required

documentary evidence.

- d. General Details of Bidders (Annexure - B)
- e. Format of Pre-Bid Queries to be submitted by the Bidder(s) (Annexure –H)
- f. Technical bid template (Annexure –C)
- g. Functional Bid (Annexure-D)
- h. Masked Commercial Bid (Annexure-G)
- i. Undertaking by the Bidder (Annexure – F)
- j. Format of EMD as Bank Guarantee (Annexure –I)
- k. Pre Contract Integrity Pact (Annexure-J)

The Bidder should enclose a copy of the Masked Commercial Bid (as per the format provided in Annexure-G) without the prices (please put 'XXX' mark wherever prices are quoted) along with other bid documents for evaluation purpose.

Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

Bid Offer Forwarding Letter

RFP Ref. No.: DIT/BPR&BTD/OA/403/2017-18

Date: 16.05.2017

The Deputy General Manager,
IT, BPR & BTD, UCO Bank, Head Office-II,
Department of Information Technology (DIT),
7th Floor, 3 & 4 DD Block, Sector -1,
Salt Lake City, Kolkata -700064

Dear Sir,

Sub: Your Request for Proposal (RFP) for "Supply of Safenet 5110 Cryptographic USB e-Tokens"

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for **"Supply of Safenet 5110 Cryptographic USB e-Tokens "** mentioned in the RFP document forming Eligibility / Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility / Technical as well as Commercial Bids by the Bank, we undertake to provide **Supply of Safenet 5110 Cryptographic USB e-Tokens** as per your purchase orders.

We agree to abide by the terms and conditions of this tender offer till 180 days from the date of eligibility / technical 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.

The BG details are enclosed as follows:

1. BG No. _____ Dated _____ as EMD.

BG issued by ----- Bank ----- branch.

Dated this _day of _____ 2017

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**

Name of bidder:

1. Location

Regd. Office:

Controlling Office:

2. Constitution**3. Date of incorporation & Date of Commencement of business:****4. Major change in Management in last three years****5. Names of Banker /s****B. Financial Position of Bidder for the last three financial years**

	2014-15	2015-16	2016-17
Net Worth			
Turnover			

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 PSU organization/BFSI in India specifying the number of Banks and branches

Details of Experience in the field of supplying the Cryptographic USB e-Tokens:

PSU Organization/BFSI		
Name of Organization	Period	
	From	To

N.B. Enclose copies of Purchase Orders and references

Signature of Bidder: _____

Place: _____

Name: _____

Date: _____

Business Address: _____

Technical Specification for Cryptographic USB e-Tokens

Hardware Specification:

SL. No	Technical specifications	Yes/ No
1	Full compatibility with standard USB interface	
2	Small, compact and easy to carry and must have safety feature like ear tag, cap etc.	
3	Compatible with a minimum of Windows XP/7/8 /10 and higher Windows version thereafter. It should also be compatible with Linux, Unix, Solaris, Mac OS etc.	
4	Tested and approved by IDRBT for its use in the Indian Banking Organization.	
5	Have a minimum of 64k EEPROM.	
6	PIN protected with a minimum of 8 characters (Alphanumeric and special characters).	
7	Able to store a minimum 2 sets of cryptographic 2048 bits keys and certificates.	
8	FIPS 140-2 Level 2 certified, Common Criteria CC EAL4+	
9	Cryptographic Performance:	
10	Maximum time for 2048 bit Key generation & key verification - 90 seconds.	
11	Maximum time for 2048 bit Digital Signing - 2 seconds.	
10	Support on board RSA algorithm generation of 2048 bit key pair,	
11	Support for on-board security algorithm- 3DES,(Triple DES).AES 128/192/256 bit. Hash:SHA1,Sha256 , RSA 1024 / 2048 bit, Elliptic curves: P-256 ,P-384etc.	
12	Support for On-board Hashing	
13	Support on board cryptographic processing (authentication, digital signing and encryption).	
14	Its' hardware architecture should be such that cryptographic keys should not leave the token (not exportable).	
15	Feature to import .pfx file on the Cryptographic token from outside.	
16	Support for all popular browsers viz. IE, Firefox, Netscape, Google chrome, Mozilla etc.	
17	APIs and Standard Support PKCS#11, Microsoft CAPI, PC/SC, X.509 v3 certificate storage, SSL v3, IPsec/IKE, MS minidriver, CNG	
18	Standards and Specification - ISO 7816, EMV, OCF, IP X8-IEC 529.	
19	Message Digest SHA-2	
20	Memory data retention of at least 10 years and Memory cell rewrites of at least 500,000.	
21	Token initialization and PIN unblocking from Admin user	

22	<p>Memory Size: 80K</p> <p>Dimensions :5110 16.4mm*8.5mm*40.2mm</p> <p>ISO specification support :Support for ISO 7816-1 to 4 specifications</p> <p>Operating temperature :0° C to 70° C (32° F to 158° F)</p> <p>Storage temperature :-40° C to 85° C (-40° F to 185° F)</p> <p>Humidity rating : 0-100% without condensation</p> <p>Water resistance certification :IP X7 – IEC 60529</p> <p>USB connector :USB type A; supports USB 1.1 and 2.0 (full speed and high speed)</p> <p>Casing: Hard molded plastic, tamper evident</p>	
23	<p>Security Certifications: FIPS 140-2 Level 3 (SC Chip and OS)</p> <p>Smart Card Platform: Gemalto IDCore 30 and Etoken applet</p>	
2	The Security Devices should support secure windows logon both on standalone and network based machines.	
3	Its application should be able to integrate easily with windows CA software and Active directory setup: The proposed product shall be tested for the feature	
4	It should support VPN authentication, secure e-mailing and other security applications: The proposed product shall be tested for the feature	

Note: All the above items are mandatory to quote, failing which bank will not consider the bid and it will be summarily rejected by the bank as technically non responsive.

Functional Compliance

Sl.No.	Functional Requirement	Bidders Compliance (Yes/No)
1	The bidder should supply the Safenet 5110, FIPS 140-1/2 Level 2 validated Cryptographic USB e-Tokens	
2	Eligible bidder will be required to supply, support and manage approximately about 4000 no's. of Cryptographic Tokens. The requirement is indicative which may vary as per Banks requirement. However, Bank may place additional order of 20 % Cryptographic tokens at L1 rate during the contract period as per business requirements of the Bank.	
3	The offered product should be able to store Digital Certificates (along with private key) of various CAs (Certifying Authorities) operating in India	
4	The eligible bidder has to undertake that the offered Cryptographic Tokens are as per the technical specifications given in Annexure II.	
5	Eligible bidder will be required to have adequate stock of e-tokens to meet the bank's requirement and also to replace the defective ones with the new ones, without incurring any additional cost to the Bank	
6	The support should be provided during the warranty of the product at any of the concerned offices/branches of the bank.	
7	The eligible bidder should provide the support (both technical and management) at no extra cost for testing and successful implementation of Cryptographic USB e-Tokens with Digital Signature /Encryption-Decryption keys with any PKI enabled applications or also those proposed to be introduced. Configuration/Testing report to be dully counter signed by the Bank's Official.	
8	The bidder should provide the Cryptographic tokens to Bank's subsidiaries and sponsored RRBs at the same rate	

Eligibility Criteria Compliance

Sl. No.	Criteria	Proof of documents to be submitted	Bidders Compliance
1	Bidder should be an established Business entity (Company / Firm) registered in India.	Certificate of Registration/ Incorporation & Commencement of Business (whichever applicable) should be submitted.	
2	The bidder submitting the offer should be a profit making company with an annual turnover of Rs. 10 Lacs or more in each of previous three financial years i.e 2014-15, 2015-16 and 2016-17.	Copy of the audited balance sheet of the company showing profit/ annual turnover of the company for the consecutive last three financial years to be submitted	
3	The bidder should have supplied at least 1000 Cryptographic USB tokens in any organization in India during last 1 year.	The reference letter from the respective organization in this regard to be submitted.	
4	The bidder should have supplied and supported Cryptographic tokens for the last 3 years at least in two organizations in India. Out of two organizations one should be from BFSI sector	Documentary evidence in this regard to be submitted by the bidder.	
5	The bidder should be distributor/dealer/stockiest or Authorized representative of Original Equipment Manufacturer (OEM).	An authorization letter in this regard to be submitted.	
6	The offered Token should be Safenet 5110 model and conforming to FIPS 140-2 Level 2 or above validation/certification.	An undertaking in this regard to be submitted by the bidder.	
7	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.	An undertaking in this regard to be submitted by the bidder.	

Undertaking to be given by the Bidders

(On Company Letter Head)

To,

**Deputy General Manager,
IT, BPR & BTD
UCO Bank, Head Office,
Department of Information Technology,
7th Floor, 3&4 DD Block, Salt Lake,
Kolkata-700064**

Dear Sir,

Sub: Supply of Safenet 5110 Cryptographic USB e-Tokens

This bears reference to your RFP Ref. No. DIT/BPR&BTD/OA/403/2017-18 Dated 16/05/2017.

1. We warrant that everything to be supplied by us shall be brand new, free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established standards for materials specification, drawings or samples if any, and shall operate properly. We shall be fully responsible for its efficient operation.
2. We hereby extend our full guarantee and warranty as per terms and conditions of the Bid and the contract for the equipment and services offered against this invitation for Bid.
3. We undertake to provide support services during warranty period in terms of the RFP.

Your's faithfully,

Authorised Signatory,
(Name & designation)

Date:

For and on behalf of M/s _____

Masked Commercial Bid

S.No.	Item Description	Qty.	Unit Price with one year warranty	Applicable taxes Per Unit Cost (types of taxes)	Total Price with one year warranty D = A x (B+C) (D) (in Rs.)
		A	B	C	D
1	Supply of Safenet 5110 Cryptographic USB e-Token	4000#			
	Total Cost of Ownership (TCO)				
	Total Cost of Ownership in Words Rupees.....				

The quantity mentioned is indicative only. Bank doesn't guarantee any minimum or maximum quantity of procurement. Payment will be paid based on the number of indicative items as prescribed in the RFP requirements.

The L1 (lowest one) will be selected as successful bidder as per Total Cost of Ownership i.e. the amount mentioned in Table-D.

Note:

- Bidders should strictly quote in the format and for periods as mentioned above. No column/row should be left blank. In case of '0' (Zero)/NIL, it should be mentioned clearly as '0' (Zero)/NIL.
- In case of any discrepancy between figures & words, the amount in words shall prevail.
- Taxes will be paid as per the actuals. "in case there is a change in the tax regime in future, the same will be paid".
- Prices quoted by Vendors should be inclusive of all costs such as, taxes etc. that need to be incurred. In future if Govt. will replace service TAX with any other TAX structure, Bank will pay the same as per actual.
- VAT/CST and Service Tax would be paid extra at actuals on submission of relevant invoice & proof. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- The bidder is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR would not be considered.
- No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.
- The actual cost of Octroi will be reimbursed as actual.

We certify that all the components quoted above include cost of all activities and prices quoted are all in compliance with the terms stipulated in the RFP No:

We also confirm that we agree to all the terms and conditions mentioned in this RFP No -----

Place:

Signature:

Date:

Name:

Business Address:

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

Format of Bank Guarantee (EMD)

To,

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

Dear Sir,

In response to your invitation to respond to your RFP for Procurement of Safenet 5110 Cryptographic USB e-Tokens, M/s _____ having their registered office at _____ hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for supply of Safenet 5110 Cryptographic USB e-Tokens and 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. 50,000 (Rupees Fifty Thousand 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 Fifty 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 by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed **Rs. 50,000.00 (Fifty Thousand 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

Note: 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.

PRE-CONTRACT INTEGRITY PACT

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

General

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

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

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

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept,

directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the

Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the

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

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

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

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

5. Earnest Money (Security Deposit)

5.1 While submitting the bid documents, the BIDDER shall deposit an amount (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Guarantee in favour of _____ ;
- (ii) A confirmed guarantee by an Indian Nationalised Bank (other than UCO Bank), promising payment of the guaranteed sum to the BUYER on demand of UCO Bank within the time mentioned by UCO Bank without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of 180 days together with a claim period of 30 days.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of UCO Bank, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the UCO Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.

- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

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

8. Independent Monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties/The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/'Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic Situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 3 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

BUYER

BIDDER

Name of the Officer

Name of the Officer

Authorised Signatory

Authorised Signatory

Designation

Designation

Deptt

Deptt

Witness

Witness

1.

1.

2.

2.