

**Request for Proposal (RFP)
For
Annual Technical Support (ATS) for Microsoft Products & Antivirus**



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

RFP REF NO: UCO/DIT/1437 /2016-17 Date: 02/11/2016

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

This document is prepared by UCO Bank for its requirement for Annual Technical Support (ATS) for Microsoft Products & Antivirus.

Disclaimer

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

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CONTROL SHEET TABLE

1	Tender Reference	UCO/DIT/1437/2016-17
2	Cost of Tender Document	Rs. 5,000/- (Rupees Five Thousand only)
3	<i>Date of issue of RFP</i>	02/11/2016
4	<i>Earnest Money Deposit (EMD)</i>	Rs.5,00,000 /- (Rupees Five Lacs only, in the form of Bank Guarantee favoring UCO Bank)
5	<i>Date of commencement of sale of tender document</i>	02/11/2016
6	<i>Pre-Bid queries</i>	On or before 05/11/2016
7	<i>Pre-Bid Meeting/Venue</i>	08/11/2016 at 11.30 am, UCO BANK, Head Office-2, Department of Information Technology, 5 th Floor,3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064.
8	<i>Last Date and Time for receipt of tender bids</i>	16/11/2016 at 3:00 pm
9	<i>Opening of Eligibility and Technical bids</i>	16/11/2016 at 3:30 pm
10	Opening of Commercial Bid	Will be informed subsequently to technically qualified bidders.
11	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.
12	Email- ID	hodit.calcutta@ucobank.co.in datacentre.kolkata@ucobank.co.in
13	Contact Telephone / Fax Numbers	Tel : 033-44559758 / 44559630/44559030 Fax : 033-44559063
14	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 3:30 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

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+ branches and more than 2600+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle (Ver. 7.0.25) as a Core Banking Solution. Bank is having tie up with Visa & NPCI and distributes VISA and RuPay enabled debit cards to the customers. Bank has also installed machines for Cash Deposit, Cheque Deposit and Passbook Printing in e-Lobbies across the country. The existing Cash Deposit kiosks, Cheque Deposit Machines and Self-Service Passbook Printing Kiosks are directly integrated with Bank's Core Banking System.

2. OBJECTIVE

UCO Bank intends to engage reputed vendor(s) for providing Annual Technical Support (ATS) for System Software (MS Windows Products, MS SQL, and Antivirus) installed at Bank's Data Centre at Bangalore, DR Site at Kolkata and Treasury Branch, Mumbai. The selected vendor will be responsible to provide the services & support as per the scope of work & timelines outlined in the RFP document. ATS renewal certificate is to be submitted at DIT, Head Office Kolkata.

3. SUBMISSION OF OFFER – TWO BID SYSTEM

The RFP for selection of vendor(s) for providing the Annual Technical Support for system software has been categorised into following groups:

- A. Microsoft Licenses.
- B. Antivirus

Bidders can submit the bid documents for single category or combination of category of items listed above. The group / category wise details of the existing system software licenses & antivirus currently in use along with status of ATS validity is given in the scope of work hereunder.

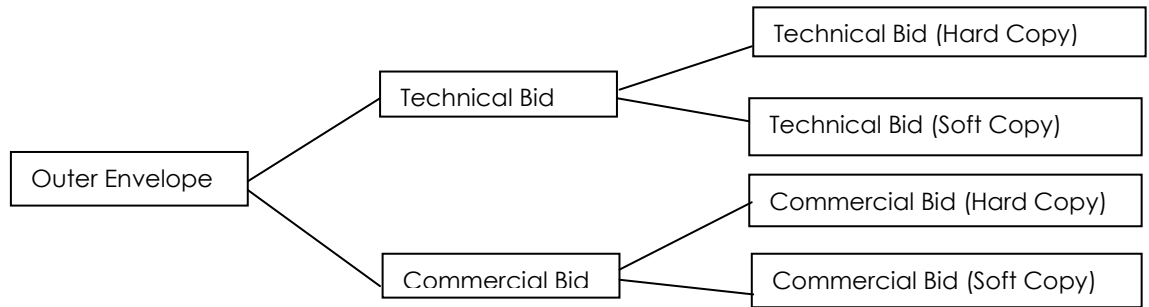
Separate Technical and Commercial Bids duly sealed and superscribed as "Technical Bid" and "Commercial Bid" respectively should be put in a single sealed outer cover duly sealed and super-scribed "Annual Technical Support (ATS) for System Softwares (Windows MS SQL, and Antivirus" as per bid details given in the RFP.

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

The bids shall be dropped / submitted at UCO Bank's address given in the above Bid Detail-Table, on or before the date specified therein

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

- Name of the Bidder
- Offer Reference
- Type of Offer (Technical or Commercial)



The Eligibility/Technical Offer should be complete in all respects and contain all information asked for, in the exact format of eligibility / technical specifications given in the RFP, **except prices**. The Eligibility / Techno functional offer must not contain any price information. UCO BANK, at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

The Commercial Offer (Hard Copy) should contain all relevant price information and should not contradict the Technical Offer in any manner.

Note:

- If the outer cover / envelop are not sealed & superscribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.
- If any inner cover / envelop of a bid is found to contain both Eligibility/ Technical & Commercial Bids then that bid will be rejected summarily.
- If any outer envelope is found to contain only the technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
- 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.
- 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 / eligibility bids from the participating bidders.
- Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

4. ELIGIBILITY CRITERIA FOR THE BIDDER

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

Sl. No.	Criteria	Proof of documents to be submitted
1	The bidder must be a Company registered under relevant statute in India under Companies Act 1956.	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted.
2	Bidder should have a positive net worth or Profit making entity during each of the last three financial years i.e. 2013-14, 2014-15 and 2015-16.	Copy of the audited balance sheets of the company showing net-worth of the company should be submitted.
3	Bidder should have a minimum annual turnover of Rs. 20 Crore in each of the last three financial years i.e. 2013-14, 2014-15 and 2015-16.	Copy of the audited balance sheets of the company showing profit/loss & net worth of the company should be submitted.
4	The bidder should be an authorised channel partner / distributor of respective Software segment like Microsoft, antivirus for which the bidders are bidding.	An authorization letter or relevant certificates signed by authorised signatory of Microsoft and SYMANTEC to be submitted.
5	The Bidder should have the relevant experience of successfully providing the ATS for System Softwares (as per the scope of RFP) as mentioned in respective group categories for at least 2 (two) scheduled commercial Banks / Govt. Organization/PSUs financial institutions/ large corporates during last three years.	Copy of Purchase Order issued from the respective organizations along with reference letter to be submitted.
6	The bidder should not have been blacklisted by any Govt. / Govt. agency/PSUs Bank(s)/Financial Institutions in India in the past as on RFP submission date. An affidavit will be submitted by the Bidders that they are not the defaulters of any bank as on 30.09.2016 and their Borrowal account, if any, with any Bank is a Standard Asset	An undertaking to this effect must be submitted on company letter head duly signed & stamp. Affidavit of non-defaulter must be submitted.

Note: - In this tender process, either Principal OEM (Original Equipment Manufacturer) or Original Software Developer (OSD) itself can bid or authorized partner on their behalf can submit bid but both cannot bid simultaneously. If an authorized partner submits bid on behalf of the Principal OEM / OSD and Principal OEM / OSD also submits bid, in such case bid submitted by OEM/OSD will be considered and their authorised distributor / partner bid will be rejected.

5. BROAD SCOPE OF THE WORK

The short listed vendor shall be required to renew the ATS on annual basis for the entire contract period i.e. 4 Years for all the licenses as mentioned below and submit renewal certificate in the name of Bank in physical/ electronic form well in advance before the ATS

expiry date. The selected vendor will be required to provide yearly ATS with SA from the next day of expiry of present ATS support as per detail given below for Microsoft and Antivirus.

Annual Technical Support for system softwares has been categorised into following two groups:

- Microsoft Licenses.
- Antivirus – Symantec

Group A: Microsoft Licenses: For Software Assurance (SA) with ATS

SL	License No	Description	Count	Support Expiry Date
1	49827790	Microsoft®SQLSvrEnterpriseCore Sngl SoftwareAssurance OLP 2Licenses LevelC CoreLic	24	30-10-2016
2		Microsoft®Windows®ServerExternalConnector Sngl SoftwareAssurance OLP 1License LevelC	6	
3		Microsoft®Windows®ServerStandard Sngl SoftwareAssurance OLP 1License LevelC 2Proc	68	
4		Microsoft®SQLSvrStandardCore Sngl SoftwareAssurance OLP 2Licenses LevelC CoreLic	8	

Group B: Antivirus: SYMANTEC

SL	Serial No	Product	Count	End date
1	M2089091339	SYMC DATA CENTER SECURITY SERVER ADVANCED 6.5 PER MANAGED SERVER RENEWAL ESSENTIAL 12 MONTHS GOV BAND A	100	31.12.2016

Deliverables under ATS (Annual Technical Support)

A- Microsoft Products

- Updates Subscription Services: The Updates Subscription Services should be provided to Bank with rights to Microsoft product upgrades, maintenance releases and patches released during the ATS / Software Assurance (SA) subscription period and distributed on CD / DVD Packs.
- Product Support: Microsoft Product Support services to be offered to Bank for direct access via both the telephone and the web to Microsoft skilled staff of technical analysts for problem resolution, bug reporting, and technical guidance on a 24x7 basis. This service should be provided through telephone, fax, e-mail and direct connection to Microsoft's Web Interface without any limitation.
- The latest versions and when released should be shipped to Bank within 2 weeks of receiving Bank request. Vendor would be required to coordinate and provide the latest versions.
- Vendor should submit Microsoft's licensing policy in detail for the Renewed Microsoft products.
- Any other support announced by Microsoft products from time to time.

B – Antivirus –

- The selected vendor should renew its Maintenance / Support prior to the existing Maintenance / Support end date for Anti-Virus.
- The selected vendor should ensure access to Content Updates (e.g. virus definitions, URL lists, etc.), Software Version upgrades and product updates without any limitation during entire period as and when released by the solution owner.
- Access to Enterprise Technical Support through telephone, web portal / chat to be provided for the Antivirus installed in the Bank's Servers at Data Centre Kolkata, Bangalore and Treasury Branch Mumbai.

6. SINGLE POINT OF CONTACT

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

7. PERIOD OF VALIDITY OF BID

Bids shall remain valid for 180 (One Hundred and Eighty) days after the date of technical / eligibility bid opening prescribed by UCO BANK. UCO BANK holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence and without assigning any reason therefor. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period.

8. PAYMENT TERMS

The ATS fees along with applicable service tax/VAT is payable annually in advance. TDS shall be deducted as per applicable rates/rules

- 90% on receiving the ATS certificate
- 10% after 1 months of receiving the certificate

9. PAYING AUTHORITY

The Head Office, Department of Information Technology of UCO BANK shall be the Paying authority for ATS fee.

10. TENDER DOCUMENT AND FEE

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of Rs. 5,000/- (Rupees Five Thousand Only) in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata .

UCO Bank, Head Office-2
3 & 4 DD Block, 5th Floor
Sector-I, Salt Lake
Kolkata – 700064
Phone no: 033-44559726 / 9758
Fax no: 033-23345013

E-Mail: hodit.calcutta@ucobank.co.in/ datacentre.kolkata@ucobank.co.in

The tender document may also be downloaded from the bank's official website www.ucobank.com. The bidder downloading the tender document from the website is required to submit a non-refundable fee of **Rs.5,000/-** (Rupees Five Thousand Only) in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata, at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

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 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.

11. EARNEST MONEY DEPOSIT

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

Particulars of Job to be undertaken	EMD
Annual Technical Support (ATS) for Microsoft Products & Antivirus.	Rs. 5,00,000/-

Note:

1. 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 Earnest Money Deposit 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, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. In case of the successful bidder, if the bidder fails:
 - To sign the contract in the form and manner to the satisfaction of UCO BANK
 - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK within the stipulated time period.

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

12. PERFORMANCE GUARANTEE

The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the date of acceptance of the order or signing of the contract whichever is earlier, for a value equivalent to 10% of the total cost of ownership of the respective group. The Performance Guarantee should be valid for a period of 63 months (with three months claim period). The Performance Guarantee shall be kept valid till completion of the project.

The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project. In case the selected bidder fails to submit performance guarantee within the time stipulated, the bank at its discretion may cancel the order placed on the selected bidder without giving any notice. Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

13. CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT

Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till the date mentioned in the bid control sheet. Further, atleast 7 days' time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website.

14. ERASURES OR ALTERATIONS

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

15. LANGUAGE OF BID

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.

16. LATE BIDS

Any bid received after the due date and time for receipts of bids as prescribed in this RFP will be rejected and returned unopened to the Bidder.

17. BID OPENING AND EVALUATION CRITERIA

The Bank will open the technical bids, in presence of bidders' representative(s) who choose to attend, at the time and date mentioned in Bid document on the date and venue mentioned in control sheet. The bidder's representatives who will be present shall sign the register evidencing their presence / attendance.

TECHNICAL EVALUATION

- a) The proposals will be evaluated in two stages. In the first stage, i.e. Technical Evaluation/Eligibility evaluation, the bidders will be shortlisted, based on bidder's responses. In the second stage, the commercial bids would be evaluated.
- b) The Bank will evaluate the technical response to the RFP of bidder who are found eligible as per the eligibility criteria mentioned in the RFP. There will be no scoring involved in the eligibility evaluation of the bidders.
- c) During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter / fax / e-mail seeking clarification / explanation.

COMMERCIAL EVALUATION

Commercial Bids of bidders, who qualified in the technical evaluation stage, will be considered for participation in commercial Bidding. After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail. Detailed Criteria for evaluation of Commercial Bid is furnished in [Annexure – V](#).

Sl No	License Detail	Group
1	Microsoft Licenses	A
2	Antivirus	B

Bank will finalize L-1 vendor based on the TCO quoted by the bidder in [Annexure – V](#).

- Masked commercial BOM to be submitted along with the technical bid, which should be same format as required by Bank.

SUBMISSION OF BIDS:

Tender bids should be submitted in different envelopes as explained below:

Inner Envelope Number	Contents	Addressed to	Superscribed with
1	Cost of RFP and EMD Instruments	Deputy General Manager (IT), UCO BANK	Technical Documents for Tender No. _____ dated _____) Group for _____
	Eligibility Compliance Documents as defined in the RFP	Deputy General Manager (IT), UCO BANK	
	Technical Bids : Documents as per Annexure	Deputy General Manager (IT), UCO BANK	

2	Commercial Bids: Documents as per Annexure	Deputy General Manager (IT), UCO BANK	Commercial Annexure for Tender No. _____ dated _____) Group _____
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All the above envelopes for a group should be sealed and placed in another envelope and should be submitted.

Envelope Number	Contents	Addressed to	Superscribed with
1	Inner Envelopes, as mentioned above	Deputy General Manager (IT), UCO BANK Department of Information Technology, 3 & 4, DD Block (7 th Floor), Sector-1, Salt Lake, Kolkata – 700 064	"TENDER NO. _____ DATED _____ FOR" "

18. CLARIFICATION OF OFFERS

To assist in the scrutiny, evaluation and comparison of offers / bids, UCO BANK may, at its sole discretion, ask some or all bidders for clarification of their offer / bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder.

19. SELECTION PROCESS

The bidders who are found eligible and technically qualified will be called for the commercial bid opening. The bidder(s) will be selected based on the lowest cost quoted by the bidders. The group wise details of the existing system software licenses & antivirus is mentioned above in the RFP document.

20. CONTRACT PERIOD

The contract period will be initially for a period of **4 years (2017-2020)**. The performance of the selected bidder shall be reviewed every quarter to ascertain vendor's capability during the period. The Bank reserves the right to terminate the contract at its sole discretion by giving two months' notice without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection.

21. ORDER CANCELLATION (TERMINATION)

UCO BANK reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by UCO BANK under the following circumstances:-

- The selected bidder commits a breach of any of the terms and conditions of the bid.
- The bidder goes into liquidation, voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.

- e) In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected bidder.
- f) 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 for any reason, the contract is cancelled.
- g) 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 pending bills and/or invoking the bank guarantee under this contract.

22. CONSEQUENCES OF TERMINATION

- a. 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.
- b. In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension 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.
- c. 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.

23. PENALTY

If the vendor fails to renew the ATS for the desired period in time and OEM imposes any re-instatement charges towards delayed renewal, the same shall be borne by the vendor and BANK shall not be liable to pay any charges to the vendor over and above the order value. Further,

- 1. In case the ATS is not renewed within one week after the expiry of the ATS, BANK will penalize 10% of the ATS value for that delay and will recover the penalty from any payment pending with the Bank.
- 2. In case the ATS is not renewed within two week after the expiry of the ATS, BANK will penalize 20% of the ATS value for that delay and will recover the penalty from any

payment pending with the Bank.

3. In case the ATS is not renewed within three week after the expiry of the ATS, BANK will penalize 30% of the ATS value for that delay and will recover the penalty from any payment pending with the Bank.
4. In case the ATS is not renewed even after three weeks of expiry of the ATS, Bank reserves the right to cancel the order and in such case the performance Bank guarantee (PBG) received from the vendor shall be revoked (in part or full) and bank will renew the ATS of its own. If Bank renews the ATS of its own then, Bank will recover equivalent amount (equal to ATS value) as penalty from the bidder. Bank may recover the same from any payment pending or from the PBG (in part or full).

24. NORMALISATION 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 the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically shortlisted bidders to re-submit the technical and commercial bids once again for scrutiny. The resubmissions can be requested by the Bank in the following two manners:

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

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

25. DISPUTE RESOLUTION MECHANISM

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

- a. 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.
- b. The matter will be referred for negotiation between Head (IT) of UCO BANK/Purchaser and the Authorized Official of the 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, does not settle 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. 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 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 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 the Contract/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 selected 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/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

26. JURISDICTION

The jurisdiction of the courts shall be Kolkata.

27. NOTICES

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

28. AUTHORIZED SIGNATORY

The selected bidder shall indicate the authorized signatories who can discuss and correspond with UCO 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 UCO 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 UCO BANK.

29. CANCELLATION OF TENDER PROCESS

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

30. PUBLICITY

Any publicity by the selected bidder in which the name of UCO Bank is to be used should be done only with the explicit written permission of UCO Bank. The selected Bidder shall not make or allow making a public announcement or media release about any aspect of the Contract unless UCO BANK first gives the Vendor its prior written consent.

31. 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 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 this, provisions relating to indemnity, confidentiality survive termination of the contract.

32. CONFIDENTIALITY

The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/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 UCO BANK;
- To only make copies as specifically authorized by the prior written consent of UCO 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 selected Bidder shall disclose to UCO 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.

33. NON-TRANSFERABLE OFFER

This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.

34. PERIOD OF VALIDITY OF BID

Bids shall remain valid for 180 (One Hundred and Eighty) days after the date of bid opening prescribed by UCO BANK. UCO 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, UCO BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

35. ADDRESS OF COMMUNICATION

Offers / bid should be addressed to the address given in control sheet.

36. PRELIMINARY SCRUTINY

UCO BANK will scrutinize the offers / bids to determine whether they are complete, whether any errors have been made in the offer / bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

UCO BANK may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer / bid. This shall be final, conclusive and binding on all bidders and UCO BANK reserves the right for such waivers.

37. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER / BID

UCO BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. UCO BANK has the right to re-issue tender/bid. UCO BANK reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. UCO BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

38. FORMAT FOR TECHNICAL OFFER / TECHNICAL BID

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

- i. Index.
- ii. Tender offer forwarding letter (Annexure – I).

- iii. Undertaking to be submitted by authorized signatory in Bidder's letter head stating that the user requirements as per scope of work mentioned in RFP is clearly understood by the bidder. Letter for acceptance and compliance of all the Terms and Conditions of RFP.
 - iv. Checklist of documents for Eligibility criteria (Annexure – II)
 - v. Technical Specification (Annexure – III)
 - vi. General details of bidder (Annexure – IV)
 - vii. Commercial format (Annexure-V)
 - viii. Letter confirming bid is signed by authorized signatory.
 - ix. Valid Bank Guarantee as EMD.
 - x. Valid Bank Draft as Bid price if tender document is downloaded from Bank's website.
 - xi. Bidder's Financial Details (audited balance sheets etc.) and other supporting documents, as stipulated in the RFP.
 - xii. Copy of this RFP duly signed by the authorized signatory.
 - xiii. PRE CONTRACT INTEGRITY PACT (Annexure-VIII)
 - xiv. Masked commercial BOM to be submitted along with the technical bid, which should be same format as required by Bank.
 - xv. Proforma for Deed of Indemnity(Annexure-IX)
- All Claims made by the bidder will have to be backed by documentary evidence.

39. FORMAT FOR COMMERCIAL OFFER

The commercial offer should be quoted in Indian Rupees as per the format given in **Annexure – V.**

The short listed bidder has to keep the finalized price valid for the entire contract period. There should not be any escalation in price due to fluctuation in foreign currency or change in duty structure or for any other reasons. However, impact of fall in prices, taxes, duties would be passed on to the Bank suo-moto.

40. 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.

41. COSTS OF PREPARATION & SUBMISSION OF BID

The bidder shall bear all costs for the preparation and submission of the bid. UCO BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

42. CONFIDENTIALITY OF THE BID DOCUMENT

The bidder irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

43. RIGHT TO ALTER QUANTITIES

The Bank reserves the right to alter the number of Licenses for which ATS is specified in the tender document in the event of changes in plans of the Bank. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder. The bank reserves the right to place order for additional hardware equipment's at the agreed price during the contract period with the same terms and conditions.

44. Indemnity

The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to their offered reconciliation services together with malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder shall not exceed the total cost of the order value.

45. OWNERSHIP AND RETENTION OF DOCUMENTS

- UCO BANK shall own the documents, prepared by or for the selected bidder arising out of or in connection with the Contract.
- Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by UCO BANK, the Vendor shall deliver to UCO BANK all documents provided by or originating from UCO BANK/ Purchaser and all documents produced by or from or for the Vendor in the course of performing the Service(s), unless otherwise directed in writing by UCO BANK at no additional cost.
- The selected bidder shall not, without the prior written consent of UCO BANK/ Purchase Store, copy, distribute or retain any such Documents.
- The selected bidder shall preserve all documents provided by or originating from UCO BANK/ Purchaser and all documents produced by or from or for the Vendor in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of UCO BANK/Purchaser in this regard.

Encl: Annexure - I, II, III, IV, V, VI, VII , VIII , IX

(Tender offer forwarding letter)**Tender Reference No.: UCO/DIT/1437/2016-17 dated 02/11/2016****Date: XX. XX. 2016****The Deputy General Manager (IT, BPR & BTD)****UCO Bank, Department of Information Technology (DIT),****Head Office - II, 5th Floor, 3 & 4 DD Block,****Sector -1, Salt Lake City, Kolkata -700064****Dear Sir,****Sub: Your RFP for “Annual Technical Support (ATS) for Microsoft Products and Antivirus”**

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 Annual Technical Support (ATS) for Microsoft Products and Antivirus as per Specification 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 provide Annual Technical Support (ATS) for Microsoft Products and Antivirus etc. as per your purchase orders.

In the event of our selection by the Bank for Annual Technical Support (ATS) for Microsoft Products and Antivirus etc. as per the Specification of the Bank, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period of 4 (Four) years and 3 (Three) months.

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 Drafts:

1. DD No. dated for Rs. 5,000/- (Rupees Five Thousands only) as Cost of RFP Document &
2. BG No. xxxxx dated _____ for Rs. _____/- (Rupees _____ Lacs only) as EMD .

The DD issued in favour of UCO Bank by.....BankBranch payable at Kolkata.

Dated this _____ day of _____ 2016

Signature: _____

(In the Capacity of) _____

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

Checklist of Documents for Eligibility Criteria

Sl. No.	Criteria	Proof of documents to be submitted	Compliance(yes/No)
1	The bidder must be a Company registered under relevant statute in India under Companies Act 1956.	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted.	
2	Bidder should have a positive net worth or Profit making entity during the last three financial years i.e. 2013-14, 2014-15 and 2015-16.	Copy of the audited balance sheets of the company showing networth of the company should be submitted.	
3	Bidder should have a minimum annual turnover of Rs. 20 Crores in each of the last three financial years i.e. 2013-14, 2014-15 and 2015-16.	Copy of the audited balance sheets of the company showing profit/loss & net worth of the company should be submitted.	
4	The bidder should be an authorised channel partner / distributor of respective Software segment like Microsoft, antivirus and for which they are bidding.	An authorization letter or relevant certificates signed by authorised signatory of Microsoft and SYMANTEC to be submitted.	
5	The Bidder should have the relevant experience of successfully providing the ATS for System Softwares (as per the scope of RFP) as mentioned in respective group categories for at least 2 (two) scheduled commercial Banks / Govt. Organization/PSUs financial institutions/ large corporates during last three years.	Copy of Purchase Order issued from the respective organizations along with reference letter to be submitted.	
6	The bidder should not have been blacklisted by any Govt. / Govt. agency/PSUs Bank(s)/Financial Institutions in India in the past as on RFP submission date. An affidavit will be submitted by the Bidders that they are not the defaulters of any bank as on 30.09.2016 and their Borrowal account, if	An undertaking to this effect must be submitted on company letter head duly signed & stamp. Affidavit of non-defaulter must be submitted.	

	any, with any Bank is a Standard Asset		
Note: - In this tender process, either Principal OEM (Original Equipment Manufacturer) or Original Software Developer (OSD) itself can bid or authorized partner on their behalf can submit bid but both cannot bid simultaneously. If an authorized partner submits bid on behalf of the Principal OEM / OSD and Principal OEM / OSD also submits bid, in such case bid submitted by OEM/OSD will be considered and their authorised distributor / partner bid will be rejected. The bidder has to comply to all the eligibility clauses.			

Place:

Signature of Bidder: _____

Date:

Name: _____

Business Address:

Technical Specification**Group- A- Software Assurance (SA) with Annual Technical Support for Microsoft Products**

SI No	Product/License Description	Qty. (A)	Compliance (Yes/No)	Remarks (if any)
1	Microsoft®SQLSvrEnterpriseCore Sngl SoftwareAssurance OLP 2Licenses LevelC CoreLic	24		
2	Microsoft®SQLSvrStandardCore Sngl SoftwareAssurance OLP 2Licenses LevelC CoreLic	8		
3	Microsoft®Windows®ServerStandard Sngl SoftwareAssurance OLP 1License LevelC 2Proc	68		
4	Microsoft®Windows®ServerExternalConnector Sngl SoftwareAssurance OLP 1License LevelC	6		

Group- B: Annual Technical Support for Anti-virus

SI No	Product/License Description	Qty. (A)	Compliance (Yes/No)	Remarks (if any)
1	Antivirus – Symantec	100		

Note: Responses given by the bidder in the Technical Specification must be 'Yes'. Response given 'No' is liable for rejection.

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**

	2013-14	2014-15	2015-16
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 implementation of similar orders like managing Payment Gateway

PSU Organization/BFSI		
Name of Organisation	Period	
	From	To

N.B. Enclose copies of Purchase Orders and references

Signature of Bidder: _____

Place: _____

Name: _____

Date: _____

Business Address: _____

Commercial Format**GROUP A: Software Assurance (SA) with Annual Technology Support for Microsoft Products**

						Year 1 (proportionate as per end date of licenses up to 30/12/2017) ATS		Year 2 (12 months) ATS		Year 3 (12 months) ATS		Year 4 (proportionate as per end date of licenses up to 29/10/2020) ATS		4 year cost (INR)				
S L	License No	Description	Cou nt (P)	Part No	Support Expiry Date	Unit Cost	Total (A=Unit cost*P)	Unit Cost	Total (B=Unit cost*P)	Unit Cost	Total (C=Unit cost*P)	Unit Cost	Total (D=Unit cost*P)	(E=A+B+C+D)	Tax Type s & age	Tax Value (4 years)	Total 4 year cost (includi ve of TAX)	
1	49827790	Microsoft®SQLSvrEnterpriseCore Sngl SoftwareAssurance OLP 2Licenses LevelC CoreLic	24	7JQ- 00254	30-10- 2016													
2	49827790	Microsoft®SQLSvrStandardCore Sngl SoftwareAssurance OLP 2Licenses LevelC CoreLic	8	7NQ- 00216														
3	49827790	Microsoft®Windows®ServerExternalCo nnector Sngl SoftwareAssurance OLP 1License LevelC	6	R39- 00077														
4	49827790	Microsoft®Windows®ServerStandard Sngl SoftwareAssurance OLP 1License LevelC 2Proc	68	P73- 05759														
Other charges(if any)																		
Total(T1)																		

- All the software as per the scope to be renewed annually, well in advance before the expiry of the ATS period.
- TDS will be deducted as per rules applicable.
- Bank will pay taxes ruling at the time of actual delivery of software /services / implementation and resultant billing.
- Bank reserves right to utilize ATS support as per the requirement of the Bank.

GROUP B: Annual Technology Support for Anti-virus

			Year 1(12 months) ATS		Year 2(12 months) ATS		Year 3(12 months) ATS		Year 4(12 months) ATS		4 year cost (INR)			
Description	Count (P)	Support Expiry Date	Unit Cost	Total (A=Unit cost*P)	Unit Cost	Total (B=Unit cost*P)	Unit Cost	Total (C=Unit cost*P)	Unit Cost	Total (D=Unit cost*P)	(E=A+B+C+D)	Tax Types & %age	Tax Value (4 years)	Total 4 year Cost (inclusive of TAX)
Symantec (Anti-virus)	100	31-12-2016												
Other charges(if any)														
Total(T2)														

- All the software as per the scope to be renewed annually, well in advance before the expiry of the ATS period.
- TDS will be deducted as per rules applicable.
- Bank will pay taxes ruling at the time of actual delivery of software /services / implementation and resultant billing.
- Bank reserves right to utilize ATS support as per the requirement of the Bank.

Note:

TCO =T1+T2, Where T1= Total Group A, T2=Total Group B

L1 will be finalized based on the TCO

Format for Bid Security (EMD)

To,

The Deputy General Manager (IT, BPR & BTD)
UCO BANK,
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 Annual Technical Support (ATS) for Microsoft Products and Antivirus of the Bank. 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 Annual Technical Support (ATS) for Microsoft Products, IBM and Antivirus etc. of the Bank 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. 5 Lacs (Rupees Five 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 by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed **Rs. 5.00 Lacs (Rupees Five 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

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.

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:

i) Our liability under this Bank Guarantee shall not exceed Rs_____. (Rupees_____) only.

ii) This Bank Guarantee shall be valid upto _____ and

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

8. Dated the _____day of _____ for_____ [indicate the name of Bank]

Yours' faithfully,

For and on behalf of

_____ Bank

Authorised Official

Note:

1. Selected bidder 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.

PRE CONTRACT INTEGRITY PACT

General

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

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

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

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for

an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

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

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

Commitments of BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

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

6. Sanctions for Violations

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of UCO Bank, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To 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 four years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

7. Fall Clause

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

8. Independent Monitors

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

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

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

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

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

BUYER

BIDDER

Name of the Officer

Authorised Signatory

Designation

Deptt

Witness

Witness

1.

1.

2.

2.

PROFORMA FOR DEED OF INDEMNITY

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

IN FAVOUR OF

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

WHEREAS

1. The Obligor has

A. offered the Implementation of Annual Technical Support (ATS) for Microsoft Products & Antivirus as prescribed in the Agreement / Contract dated _____ during the period of four years from the date of acceptance of the purchase order / date of agreement issued by the Bank from time to time. The services offered by the Obligor would be herein after referred to as "**Supply/Services**".

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

2. UCO BANK, relying and based on the aforesaid representations and warranties of the Obligor, has agreed for getting services from the selected vendor.

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

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

NOW THIS DEED WITNESSETH AS UNDER:-

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

The obligator shall indemnify, protect and save the UCO Bank and hold the UCO Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the

deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. Vendor shall further indemnify the UCO Bank against any loss or damage to the UCO Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the UCO Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the UCO Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the UCO Bank notify the vendor in writing immediately on becoming aware of such claim, (ii) the Vendor has sole control of defence and all related settlement negotiations, (iii) the UCO Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and (iv) the UCO Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the UCO Bank (and/or its customers, users and service providers) rights, interest and reputation.

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

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

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

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

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

2. The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.

3. If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.

4. The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO BANK or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.

5. The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to UCO BANK).

6. This indemnity shall survive the aforesaid Agreement.

7. Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.

8. This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Kolkata. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

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

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

Signed and Delivered on behalf of) _____)

by the hand of _____)

_____, the authorized official of the Obligor)