

Request for Proposal (RFP)
For
Maintenance & Support of Building Management System (Re-
tendering)



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/1479/2016-17 Date: 08/11/2016

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 Maintenance & Support of Building Management System.

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CONTROL SHEET TABLE

Tender Reference	UCO/DIT/1479/2016-17
Cost of Tender Document	₹10,000/- (Rupees Five Thousand only)
Date of issue of RFP	08/11/2016
Earnest Money Deposit (EMD)	₹10,00,000/- (Rupees Ten Lacs only, in the form of Bank Guarantee favoring UCO Bank)
Date of commencement of sale of tender document	08/11/2016
Pre-Bid queries	On or before 14/11/2016
Pre-Bid Meeting/ Time	15/11/2016 at 11.30am
Last Date and Time for receipt of tender bids	21/11/2016 at 3:00 pm
Opening of Eligibility and Functional and Technical bids	21/11/2016 at 3:30 pm
Opening of Commercial Bid	Will be informed subsequently to technically qualified bidders.
Address of Communication	UCO BANK, Head Office-2, Department of Information Technology, 7th Floor, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064.
Email- ID	hodit.calcutta@ucobank.co.in
Contact Telephone / Fax Numbers	Tel : 033-44559758 / 9726,9630 Fax : 033-23345013
Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5th 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.

2. OBJECTIVE

UCO Bank intends to engage vendor for supply, installation and maintenance of diesel Generator (DG), UPS etc. and also Maintenance & Support of the other Building Management System already installed at Bank's Data Centre – Bangalore along with services of BMS operators. The selected vendor is required to provide support & maintenance support services to Bank's for various equipments installed & integrated with Bank's Building Management System (BMS). The bidder needs to provide the facility managers / BMS Operators to monitor the health & alerts of the equipments installed within the Data Centre to control & protect the Data Centre Area.

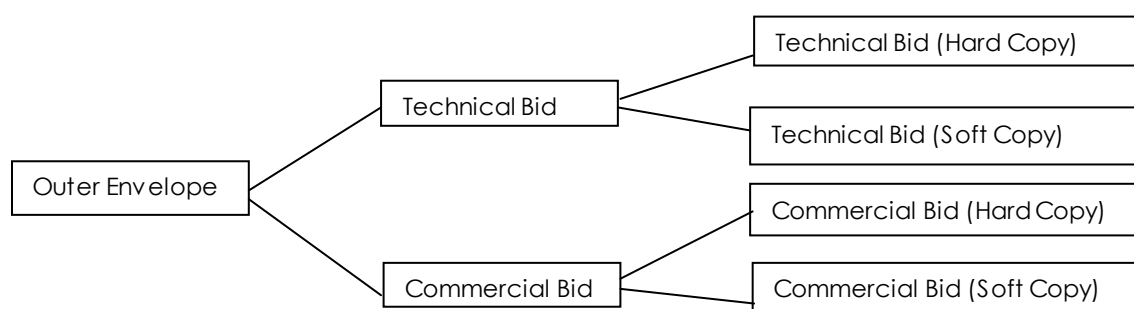
3. SUBMISSION OF OFFER – TWO BID SYSTEM

Separate Techno Functional and Commercial Bids duly sealed and superscribed as "Techno-functional Bid" and "Commercial Bid" respectively should be put in a single sealed outer cover duly sealed and super-scribed "Maintenance & Support of Building Management System – (Main Copy)" 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.

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

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



The Eligibility/Techno-Functional 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:

- Masked commercial BOM should be given along with the Technical Bid.
- 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. The Bank shall not incur any liability on account of such 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 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 disqualify the bidder.
- The bid documents should be properly indexed, numbered and all the annexures should be together otherwise bid will be rejected ab-initio.

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. The Prime Bidder may have back to back tie up arrangements for various equipments installed as a part of Building Management System (BMS) in Bank's Data Centre (DR Site) at Kolkata. However, for all purposes, Prime bidder (post selection as L1 Prime Vendor) will be sole responsible to maintain SLA, uptime and services support as per scope of the RFP.

Sl. No.	Criteria	Proof of documents to be submitted
1.	The Prime bidder should be a Company registered under relevant statute in India under Companies Act 1956 since last five years.	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted.
2.	Prime bidder should have a positive net worth or profit making (after tax) 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 networth of the company should be submitted.
3.	The Prime bidder should have a minimum annual turnover of Rs 12 Crores in each of the last three financial years 2013-14, 2014-15 and 2015-16.	Copy of the audited balance sheets of the company showing turnover of the company should be submitted.
4.	Bidder should be successfully operating & maintaining the BMS Solution (similar in scope) for atleast last 5 years in any one scheduled commercial Bank in India/BFSI/Govt. Organisation as on RFP submission date. The data centre where the BMS is being maintained should be at least of tier III standard. The area under maintenance should not be less than 1000 sq. ft. for any one organisation.	The certificate to this effect from the organization should be furnished along with Technical bid. All documentary evidence should be provided as required by the Bank.
5.	The bidder should have support centre at Kolkata to support all the devices given/procured as part of this RFP	Escalation matrix with Address should be attached
6.	The bidder should have back to back arrangement with all the OEM whose products are being used at datacenter.	Declaration letter from the OEM regarding availability of support to be submitted along with the technical bid.
7.	The bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices/blacklist issued by the Govt. of India / State Governments / Regulatory Agencies. 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 along with Technical Bid. Affidavit of non-defaulter must be submitted.

Note: - In this tender process, either the Indian agent on behalf of Principal Bidder or Principal bidder itself can bid but both cannot bid simultaneously. If an agent submits bid on behalf of the Principal bidder, the same agent shall not submit a bid on behalf of another Principal bidder in the same tender for the same item or product.

5. BROAD SCOPE OF THE WORK

Bank is currently using the BMS Software **Desigo Insight version 2.35 (Siemens)** maintained & operated by **present System Integrator (SI)** since 2006. Currently following hardware & machine equipments are integrated & used with the BMS Solution:

SI No	CI Identifier	Make	Model no	Capacity	Qty
1.	FM-200 gas suppression	Chemetron	---	67.5 Litre	4
2.	Fire extinguisher (Hand held)	Fire Shield, Dexter, Freeze fire	---	4.5Kg+4Kg	5
3.	Vesda	Siemens	VLS-200	1	1
4.	Automatic fire detection system	Siemens	MXL-IQ	---	1
5.	CCTV Server DVR System	HIKVISION	DS-7216HVI-ST/RW	16 ports	1
6.	CCTV Camera	Siemens	CFFC1310-LP		15
7.	UPS	MGE	GWT UPS 80	80KVA	2
8.	Precision AC	Emersion	PEX - 270FA100	20TR	2
9.	Precision AC	Emersion	PEX - 125FA100	7TR	2
10.	Insta Switch	DB Power	Insta Switch-6000	6KVA	4
11.	DG	Cummins	6CTA8.3G1-I	160KVA	2
12.	Air Handling unit	Blue Star	DPA661S	5.5 TR	2
13.	Comfort AC	Blue Star	DSA361IB	3TR	4
14.	Water leakage alarm system	Falcon	Saini	4 zone	1
15.	Main Distribution panel.				1
16.	Change Over Panel.				1

Broad Scope:

1. No deviation from the RFP terms and conditions will be allowed, a declaration on the same should be submitted by the selected bidder.
2. The vendor has to supply, install, integrate and maintain the following hardware for a period of 5 years (3 year warranty and 2 year AMC). As per the specification given.
3. The space for DG Set, L. T. Panel and UPS will be provided by the Bank.

New item to be procured under this RFP (Replacement of the following items)

SI No	Hardware Requirement	Quantity	Warranty	AMC	Remarks
1	20 ton AC	2	3 years	2 years	Buy back
2	7 ton AC	2	3 years	2 years	Buy back

3.	120 KVA UPS with battery bank to give a backup of 4 hr with full load.	2	3 years	2 years	Buy back with battery bank
4.	500 KVA DG with AMF	2	3 years	2 years	Buy back

Note: Vendor to quote the buyback price in the BOM, TCO to be arrived after deducting the buyback price.

4. The vendor has to maintain the existing hardware and software for a period of 5 years as per the details given.
5. Intending bidder shall visit the site and make himself thoroughly acquainted with the local site conditions, nature and requirements of works, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish. The bidder shall provide in his tender cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc. for proper execution of work as indicated. The successful selected vendor will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Employer / Consultant might be deemed to have reasonably been inferred to be so existing before commencement of work.
6. Permits and licenses for the release of materials or its purchases which are under Government control will be arranged by the selected vendor. It may be clearly understood that no compensation or additional charges can be claimed by the selected bidder for non-availability of such materials in due time on this account or according to his own requirements.
7. The selected vendor shall conform to the provisions of all local bye-laws and acts relating to the work and to the regulations etc. of the Government and Local Authorities and of any Company whose system and design is proposed to be connected / utilised. The cost, if any, shall be deemed to have been included in his quoted rates.
8. The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works.
9. All tools, equipments and other required facilities for execution of work shall be provided by the selected vendor.
10. All works under or in course of execution or executed in pursuance of the Contract shall at all times be open and accessible to the inspection of the Quality Control Organisation of the Bank or any designated auditor / officials of the Bank/other other regulator.
11. The contractor is to fix the equipments on the floor by means of appropriate method so that such equipments fixed on to the floor shall not fall by its own or by natural movements of wind, air normal human operations and shall adopt the best engineering traditions and use appropriate tools in such operations
12. If it shall appear to the Bank, that any work has been executed with unsound, imperfect, or unskilful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand made in writing within the defect liability period from the Bank specifying the work, materials or articles complained of notwithstanding that the same may have been

passed, certified and paid for earlier, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require and provide other proper and suitable materials or articles at his own charge and cost.

13. In the event of the contractor failing to do so within a period specified by the Bank in his demand aforesaid, the contractor shall be liable to pay compensation at the same rate as under the clause of defects after completion for this default.
14. The warranty/AMC shall include maintenance of all the hardware/accessories. 12(Twelve) monthly visits in a year for routine check-ups and all breakdown calls along with regular maintenance check-ups shall be part of warranty/AMC.
15. The selected bidder to ensure that there is no downtime during the installation of the new UPS, DG and PAC supplied as part of this RFP.

Existing BMS

1. The selected bidder has to maintain/monitor/integrate the software with all the BMS items mentioned above and any other purchases bank makes as part of this RFP or later.
2. The ATS of the Existing BMS software (**Desigo Insight version 2.35 (Siemens)**) being used by the Bank should be given by the selected bidder as part of this RFP for a period 5 years.
3. If the selected vendor requires up-gradation in the current BMS Monitoring Software then the Up-gradation cost should be taken care by the selected bidder and the price should be quoted in the RFP. The onward ATS support should be responsibility of selected vendor.
4. The selected bidder has to provide AMC/ATS of all the hardware and software as mentioned above for a period of 5 years. In case of any device is declared end of support (EOS) during the contract period, the selected bidder has to replace the same without any additional cost to the bank.
5. The selected vendor has to ensure that no device is with end of support, if so the same has to be replaced as part of this RFP. Declaration letter from the OEM regarding availability of support to be submitted along with the technical bid. If the declaration letter is not submitted then the same has to be replaced as part of the RFP.
6. The selected bidder has to provide 24*7 Facility management support for maintain/monitoring the BMS systems at Kolkata Data centre (KDC).
7. FM-200 gas suppression has to be refilled by the vendor whenever required. Hence, the vendor has to make yearly provision for the contract period, however payment will be made whenever the refill is done. The related costs like dismantling, transportation, road permit, filling and installing the same again has to be borne by the selected bidder.
8. If due to any regulatory/legal guidelines vendor is unable to fill the gas then the vendor has to make provision for replacing the same with an equivalent product which is compliant to prevailing regulatory/legal guidelines. If any structural changes are required for replacing the same, provision has to be made as part of this RFP.
9. BMS Support & Maintenance Services will commence with the selected vendor w.e.f 1st January, 2017 onwards for a period of 05 Years (Five Years) period.

10. Bank reserves the right to further extend the contract for a period of 01 Year beyond 05 years contract on mutual agreed terms with the selected vendor.
11. The selected bidder has also to support the new devices to be procured like Air conditioner, generator, UPS and other devices.
12. The FM staff of the selected bidder should have experience to handle the BMS solution being used in the Bank. Bank is in the process of procuring new AC, Generator and UPS for replacing the existing devices. These should also be maintained by the BMS Staff provided by the selected vendor.
13. Quarterly preventive to be done for all the software/hardware under the contract. Report of the same to be provided to bank with their observations.
14. The price of AMC of the replaced devices to be quoted separately.
15. For the replacement of the DG, AC & UPS, if any structural change is required then the same should have to be done by the selected bidder, the price for the same has to be included as part of the commercial.

BMS Solution features:

The BMS Solution presently used at Bank's DR Site at Kolkata Data Centre has the following features and functionalities:

- Provides Building Management & Control
- Serve as operator Man - Machine interface.
- Data Collection & Historisation
- Alarm Event & Management
- Prompt Maintenance & Complaint Management
- Network Integration
- BMS system provides alert system for critical equipment's events like failures in UPS Power, Cooling, Fire emergency, etc.
- BMS system ensures that the power & cooling units are switched off when the fire breaks off & open the Access doors with siren & alert mechanism as mentioned above.
- Water Leakage Detection System.
- Fire Alarm System
- VESDA (Very Early Smoke Detection System by Siemens).
- Biometric Access Control System.
- Running DG Sets, Filling of Oil as when required on 24 * 7 basis.

Broad Scope and Role & Responsibility of Facility Management Personnel / BMS Operator:

The Bank expects the Facility Manager / BMS Operators to provide 24*7 on-site supports for monitoring the KDC Infrastructure. The detailed list of existing infrastructure & components at KDC, is mentioned above. For this purpose, Prime Bidder to provide BMS Support engineer on 24*7 basis. The selected bidder has to ensure that at any point of time at least 2 BMS engineers are available to support the system headed by BMS in charge.

Bank shall be responsible for procurement of consumables and the selected vendor would advise the bank for such procurement for all in scope infrastructure. Bank will provide supply

of all consumables to run operations like diesel, electricity, water, gas, Fire suppression, petrol and lubricating oil for DG sets, stationery, cartridges, lighting (globes and tubes), light fittings, photo copiers. All filters & lube oil for the DG Gensets need to be replaced once in a 6 (six) months which will be provided by bank.

The broad roles & responsibility of the selected vendor would be (but not limited to) as under:

1. The vendor has to provide the technically qualified & experienced BMS Operators to handle various equipments installed at Bank's Kolkata Data Centre as per list given above.
2. The vendor shall provide Access cards, Gate passes to the Bank's personnel / Bank appointed System Integrators as and when they would visit Data Centre site. Vendor should agree that such access can be provided 24 X 7 and will not have any time restriction.
3. The vendor shall regularly monitor the access to the Bank's Server room / cage by means of access control system, physical security, Biometric access and CCTV and should always make sure that they are functional 24X7.
4. If required by the Bank the vendor should be able to provide details of people accessing the Bank's Server room / cage by sharing the entries made in the security register, reports from access control system, CCTV video clips etc.
5. The vendor shall make sure that uninterrupted power, air conditioning, security system and other equipments / facilities are available (24X7 days).
6. The vendor shall manage the Fire detection & suppression system services for the Data Centre area and ensure that it should be well within the coverage of fire detection and suppression.
7. Cabling between UPS point to the controllers / devices shall be in the scope the BMS Vendor.
8. The Server room & Network Room area is provided with Water Leakage detection system and fire alarm system. The Bidder has to ensure that facility areas proposed by the Bank should be well within the coverage of water leak detection system and the same is monitored all the time by the BMS team.
9. All the Building Management System (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The vendor should manage the BMS activities on a 24*7 basis or as the bank decides.
10. Preserve the CCTV data as per the retention policy of the bank.
11. The vendor is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The vendor shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by the Bank. Vendor shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by service provider and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this tender.

12. The selected vendor should provide access and required access card to Data Centre for authorized vendor/personnel from Bank and Other Stake Holder approved by Bank on 24*7 Basis by getting prior approval from Bank.
13. The selected bidder has to maintain temperature (20 ± 2 degree centigrade) and the humidity to be maintained at RH 50 ± 5

Note: No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the vendor, for any assignment under the purchase contract to be issued for this tender. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of vendor shall be paid by vendor alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of vendors employee, agents, contractors, and subcontractors. The vendor shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc. However, the selected bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

The vendor shall provide contacts and escalation matrix to log the complaints problems faced in the facility provided to the Bank.

Kolkata Data Centre (KDC) Infrastructure

The Level(s) of support requirement for Banks KDC Infrastructure Components is detailed in the below table

Sl. No.	KDC Infrastructure
1.	Racks
2.	Precision AC
3.	Un-interrupted Power Supply*
4.	Fire Alarm system
5.	Water Detection system
6.	Portable Extinguishers
7.	Fire suppression systems
8.	Access control system
9.	Biometric solution
10.	Proximity card reader solution
11.	CCTV surveillance solution
12.	Early Warning smoke detection system
13.	Comfort cooling solution for KDC (except level 3 areas)
14.	Building Management System (BMS)
15.	NOC Display Systems
16.	Hooters
17.	DG Sets (with AMF Panel)
18.	Any other Infrastructure in the KDC premise

6. SINGLE POINT OF CONTACT

The selected prime bidder shall appoint a single point of contact, 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. PREVENTIVE MAINTENANCE

Quarterly preventive maintenance has to be taken up for all the equipments supplied or under AMC , which should inter-alia, includes cleaning of inside and outside of all equipments during warranty / AMC period and ensuring that system does not have any malfunction/defects. Further, they have to report the finding of their preventive maintenance and also take corrective action for the findings.

9. UPTIME

The selected vendor has to ensure that all the devices (existing/procured under this RFP) should have an uptime of 99.982 %

10.SERVICE LEVEL DEFINITIONS FOR BMS FACILITIES

The selected vendor shall monitor and maintain the stated service levels to provide quality customer service to the Bank.

System availability is defined as: $\{(\text{Scheduled operation time} - \text{BMS infrastructure downtime}) / (\text{scheduled operation time})\} * 100\%$

Where:

1. "BMS facilities" means the facility (i.e. Hardware (DG, UPS, AC and other BMS Hardware), BMS software etc.) which are given as part of this RFP.
2. "Scheduled operation time" means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.
3. "BMS infrastructure downtime" subject to the SLA, means accumulated time during which the BMS infrastructure is totally inoperable due to in-scope system or infrastructure failure, and measured from the time Bank logs a call with the selected vendor/ help desk of the failure or the failure is known to the selected vendor from the availability measurement tools to the time when the System is returned to proper operation.
4. Critical and Key infrastructure of Data Center will be supported on 24x7 basis.
5. If any one or more of the components defined in "Critical" at the Data Center Facility are down resulting in non-availability of Banking solution deployed, then the services listed in the availability measurements table shall be considered for calculating the downtime.
6. Typical Resolution time will be applicable only if any equipment or Infrastructure is down.

7.

LEVEL	Type of Infrastructure	Function / Technology	TYPICAL RESOLUTION time
I. Critical	Environmental Infrastructure	Access controls ,DG,UPS supply ,Precision Air conditioning, Fire Detection System, Water detection systems, Humidity Controllers, Gen-sets, Building Management Systems, LAN cabling ,Power, Hardware, Software.	• Within 10 minutes
II. Key	Environmental Infrastructure	All other environmental infrastructure being a part of RFP solution and not considered as critical.	• Within 30 minutes

Service Levels:

Service Levels will include **Availability measurements & Performance measurements**. Availability Report will be provided on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to the Bank by the selected vendor at the end of every month containing the summary of all incidents reported and associated performance measurement for that period. All Availability Measurements will be on a monthly basis for the purpose of Service Level reporting.

Audits: Audits will normally be done on monthly/quarterly basis or as required by Bank and will be performed by Bank or Bank appointed third party agencies.

10.1 AVAILABILITY MEASUREMENT

	Type of Infrastructure	Measurement	Expected Service Level
Critical	Environmental Infrastructure	Availability of Critical Environmental Infrastructure Elements.	99.982%
key	Environmental Infrastructure	Availability of Key Environmental Infrastructure Elements	99.982%

10.1.1 Performance Measurements:

Performance measurements will normally be done on monthly basis or as required by Bank and will be performed by Bank or Bank appointed third party agencies. Selected vendor representative will assist Bank in performing Performance Measurements.

Measurement	Expected Service Level	Expected Service Level
Down time for servicing (excluding all links)	Each planned down - time for servicing (up gradation, repairs, regular maintenance etc.) will not be more than 4 hours. This activity will not be carried out during business hours. However, such activities which require more than 4 hours or required to be carried out during business hours will be scheduled in consultation with the Bank	99.982%

10.2 PENALTY CHARGES

Inability of the selected vendor (**entire Infrastructure under AMC/warranty by the selected vendor for example AC, UPS, DG, other BMS hardware and software etc.**) to deliver the required functionality at performance levels as expected detailed under the above detailed under the above clauses would result in breach of contract and would invoke the penalty clause. All individual elements under respective level and type will be aggregated to arrive at the service level.

- The selected bidder (Prime bidder) will be the single point of contact and any penalty to be deducted will be recovered from any payment to be made towards (Hardware, AMC etc).
- For the quarterly payment to be made towards the AMC the prime bidder will be the single point of contact and no other third party/member of the consortium will be entertained.
- The penalty to be deducted will be calculated based on the SLA terms.

The sum total of penalties will not exceed 10% of the TCO. Thereafter, the contract/purchase order may be cancelled and Performance Bank Guarantee may be revoked.

For BMS hardware Infrastructure Uptime

SLA compliance (quarterly basis) - A	Penalty Amount
A \geq 99.982 %	No penalty
99.982 \leq A < 99.90	1% of TCO (Total cost of ownership)
99.90 \leq A < 99.80	2% of TCO (Total cost of ownership)
99.80 \leq A < 99.70	3% of TCO (Total cost of ownership)
99.70 \leq A < 99.60	4% of TCO (Total cost of ownership)
99.60 \leq A < 99.50	5% of TCO (Total cost of ownership)
A < 99.50	No amount to be paid for the quarter
For not conducting preventive maintenance	Rs 50,000/- per quarter and further termination of the contract if valid reason is not found.

The penalty will be subject to an overall cap of 10% of the contract value and thereafter, the contract may be cancelled.

10.3 PAYMENT TERMS

10.3.1 The project will be for a period of five (5) years from the effective date of signing of agreement with the Bank.

10.3.2 The Bidder must accept the payment terms proposed by the Bank. The commercial Bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

- The annual amount to be paid towards facilities management would be divided into 4 equal instalments, to be paid quarterly at the end of each quarter.
- Uptime report and preventive maintenance (PM) report to be submitted for processing the payment.

- Penalty shall be deducted for downtime and not conducting of PM
- All undisputed payments will be released 30 business days post acknowledged acceptance of invoices.

The following payment terms will apply:

10.3.2.1 New Hardware (DG, AC, UPS)

- **80%** of the delivered hardware cost would be payable on successful installation, commissioning of the hardware and successful integration as per the scope of the RFP or on completion of three months from the date of placing the order whichever is later.
- **Balance 20%** will be paid after 3 months of successful service from the acceptance date of hardware/ software.

10.3.2.2 AMC and ATS of the Existing BMS system

- The AMC, ATS cost would be paid quarterly in arrears after submitting all the required documents/services and deducting the penalty if any.

10.4 LIQUIDATED DAMAGE

All hardware/software/services taken as part of the RFP along with required facilities / infrastructure are to be delivered, installed and integrated with the existing infrastructure within 16 weeks of issue of purchase order without any downtime. For any delay, Liquidated damages shall be applicable @0.50% of TCO, per week or part thereof, for the delayed period. The bank may at its discretion also waive or reduce the penalty if the reasons for delay are considered to be justified.

10.5 COMPLETENESS OF THE PROJECT

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

11. PAYING AUTHORITY

The payments as per the Payment Schedule covered hereinabove shall be paid by Department of Information Technology, UCO Bank, Head Office- Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc after deducting the penalty (if any).

12. End of Life (EoL) /End of Support (EoS) Equipments

The selected bidder has to ensure that any equipment supplied as part of this RFP should not have either reached end of sales / end of life for at least 3 years post date of acceptance of such equipment by the Bank. Further any equipment supplied by the selected bidder, should not have reached end of support for at least 2 years from the date of contract expiry. In the event if any equipment supplied by the selected bidder, reaches either end of sales / life or end of support as stipulated in this clause, within the period of contract, the selected bidder has to immediately replace the equipment at no additional cost to the Bank.

13.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 ₹ **10,000/- (Rupees Ten 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: 033-44559745 / 9758
Fax no: 033-44559063
E-Mail: hocbs.calcutta@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 ₹. **10,000/- (Rupees Ten 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.

14. 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
Maintenance & Support of Building Management System	₹ 10,00,000/-

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. 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:

- 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
- 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

15.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. The Performance Guarantee should be valid for a period of **63 months (60+3 months claim period)**. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity.

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 and Warranty period. 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.

16.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.

17.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.

18.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.

19. 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.

20. 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.

EVALUATION

- a) The proposals will be evaluated in two stages. In the first stage, i.e. Techno-functional Evaluation as mentioned in Annexures – III & IV, 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.
- d) Technical bid evaluation methodology that UCO Bank would adopt is given below:

The Product offered should meet all the technical and functional specifications. **Non-compliance to any of the technical and functional specification may attract rejection of the proposal.**

Response except 'Y' or 'N' is not acceptable. If any bidder provides response other than 'Y' or 'N' the same will be treated as Not Available i.e. N.

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.

Bank will finalize the L-1 vendor based on the TCO quoted by the bidder in Annexure – V.

21. 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.

22.AWARD OF CONTRACT

The bidder who will qualify in the technical evaluation will qualify for the commercial evaluation. The bidders whose bid has been determined to be responsive and quote least price will be treated as L1 Bidder. Bank will award the contract to the L1 bidder after following internal approval process.

23.SELECTION PROCESS

Technically qualified bidder with the lowest quote based on TCO as quoted in Annexure – V, will be considered as the L1 bidder

24.CONTRACT PERIOD

The contract period will be initially for a period of **5 (Five) years**. However, the same may be extended with prime L1 bidder as per agreed terms & conditions for a further period of **one year**. 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.

25.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.

26.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:-

- a) The selected bidder commits a breach of any of the terms and conditions of the bid.
- b) The bidder goes into liquidation, voluntarily or otherwise.

- c) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- d) 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) If deductions of account of liquidated damages exceeds more than 10% of the total contract price.
- f) 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.
- 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 for any reason, the contract is cancelled.
- 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 pending bills and/or invoking the bank guarantee under this contract.

27. 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.

28. 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 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.

29. JURISDICTION

The jurisdiction of the courts shall be Kolkata.

30. 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.

31. 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.

32. 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.

33. 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.

34.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.

35.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.

36.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.

37.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.

38.ADDRESS OF COMMUNICATION

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

39.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.

40.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.

41.FORMAT FOR TECHNO-FUNCTIONAL OFFER

The Techno-functional offer must be made in an organized and structured manner in the following form:

- i. Index.
- ii. Covering letter (Annexure – I).
- iii. Checklist of Documents for eligibility criteria (Annexure-II)
- iv. Techno-functional offer (Annexures –III).
- v. General Details of the bidder (Annexure – IV).
- vi. Letter confirming bid is signed by authorized signatory.
- vii. Valid Bank Draft / Bank Guarantee as EMD.
- viii. Valid Bank Draft as Bid price if tender document is downloaded from Bank's website.
- ix. Bidder's Financial Details (audited balance sheets etc.) and other supporting documents, as stipulated in the RFP.
- x. Copy of this RFP duly signed by the authorized signatory.**

All Claims made by the bidder will have to be backed by documentary evidence.

42.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 a period of six months from the date of the purchase order. 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.

43.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.

44.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.

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: Annexures - I, II, III, IV, V, VI, VII, VIII, IX & X

(Tender offer forwarding letter)

Tender Reference No: UCO/DIT/1479/2016-17 dated 08/11/2016

Date: XX. XX. 2016

**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: RFP for “Maintenance & Support of Building Management System”

With reference to the above RFP, we have examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for Maintenance & Support of Building Management System as per requirement of the Bank mentioned in the RFP document forming Techno-functional 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 supply, *Maintenance & Support of Building Management System* as per your purchase orders.

In the event of our selection by the Bank for Maintenance & Support of Building Management System as per requirement of the Bank, we will submit a Performance Guarantee for a sum equivalent to **10% of the project cost** for a period of **63 Months (60+3 Months claim period)** effective from the month of execution of the Agreement in favor of UCO Bank.

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

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

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

We enclose the following Demand Drafts:

1. DD No. dated for **₹10,000/- (Rupees Ten Thousands only)** as Cost of RFP Document &
2. DD No. dated for **₹ 10, 00,000/- (Rupees Ten Lacs only)** / BG No. xxxxxx dated _____ as EMD.

Both DDs are 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 _____

Place:

Date :

Signature of Bidder: _____

Name: _____

Business Address:

Checklist of Documents for Eligibility Criteria

Sl. No.	Criteria	Proof of documents to be submitted	Compliance (Yes/No)
1.	The Prime bidder should be a Company registered under relevant statute in India under Companies Act 1956 since last five years.	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted.	
2.	Prime bidder should have a positive net worth or profit making (after tax) 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 networth of the company should be submitted.	
3.	The Prime bidder should have a minimum annual turnover of ₹12 Crores in each of the last three financial years 2013-14, 2014-15 and 2015-16.	Copy of the audited balance sheets of the company showing turnover of the company should be submitted.	
4.	Bidder should be successfully operating & maintaining the BMS Solution (similar in scope) for atleast last 5 years in any one scheduled commercial Bank in India/BFSI/Govt. Organisation as on RFP submission date. The datacenter where the BMS is being maintained should be at least of tier III standard. The area under maintenance should not be less than 1000 sq ft for any one organisation.	The certificate to this effect from the organization should be furnished along with Technical bid. All documentary evidence should be provided as required by the Bank.	
5.	The bidder should have support centre at Kolkata to support all the devices given/procured as part of this RFP	Escalation matrix with Address should be attached	
6.	The bidder should have back to back arrangement with all the OEM whose product are being used at datacenter.	Declaration letter from the OEM regarding availability of support to be submitted along with the technical bid.	
7.	The bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices/ blacklist issued by the Govt. of India / State	An undertaking to this effect must be submitted along with Technical Bid. Affidavit	

	Governments / Regulatory Agencies. 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	of non-defaulter must be submitted	
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Note: -

1. In this tender process, either the Indian agent on behalf of Principal Bidder or Principal bidder itself can bid but both cannot bid simultaneously. If an agent submits bid on behalf of the Principal bidder, the same agent shall not submit a bid on behalf of another Principal bidder in the same tender for the same item or product.
2. The reply to all the compliance points should be in 'Y' only.

Place:

Signature of Bidder: _____

Date :

Name: _____

Business Address:

TECHNO FUNCTIONAL REQUIREMENT

Sl. No.	Scope of Work/Requirement	Compliance (Yes/No)
1.	The vendor has to supply, install, integrate and maintain the AC, UPS and DG for a period of 5 years (3 year warranty and 2 year AMC). As per the specification given.	
2.	The vendor has to maintain the existing hardware and software for a period of 5 years As per the details given.	
3.	Intending bidder shall visit the site and make himself thoroughly acquainted with the local site conditions, nature and requirements of works, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish. The bidder shall provide in his tender cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc. for proper execution of work as indicated. The successful selected vendor will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Employer / Consultant might be deemed to have reasonably been inferred to be so existing before commencement of work.	
4.	The selected vendor shall confirm to the provisions of all local bye-laws and acts relating to the work and to the regulations etc. of the Government and Local Authorities and of any Company whose system and design is proposed to be connected / utilised. The cost, if any, shall be deemed to have been included in his quoted rates.	
5.	The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works.	
6.	All tools, equipments and other required facilities for execution of work shall be provided by the selected vendor.	
7.	All works under or in course of execution or executed in pursuance of the Contract shall at all times be open and accessible to the inspection of the Quality Control Organisation of the Bank or any designated auditor / officials of the Bank/other other regulator.	
8.	The contractor is to fix the equipments on the floor by means of appropriate method so that such equipments fixed on to the floor shall not fall by its own or by natural movements of wind, air normal human operations and shall adopt the best engineering traditions and use appropriate tools in such operations	

9.	If it shall appear to the Bank, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand made in writing within the defect liability period from the Bank specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for earlier, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require and provide other proper and suitable materials or articles at his own charge and cost.	
10.	In the event of the contractor failing to do so within a period specified by the Bank in his demand aforesaid, the contractor shall be liable to pay compensation at the same rate as under the clause of defects after completion for this default.	
11.	The warranty/AMC shall include maintenance of all the hardware/accessories. 12(Twelve) monthly visits in a year for routine checkups and all breakdown calls along with regular maintenance checkups shall be part of warranty/AMC.	
12.	The selected bidder has to maintain/monitor/integrate the software with all the BMS items mentioned above and any other purchases bank makes as part of this RFP or later. The ATS of the Existing BMS software (Desigo Insight version 2.35 (Siemens)) being used by the Bank should be given by the selected bidder as part of this RFP for a period 5 years.	
13.	If the selected vendor requires up-gradation in the current BMS Monitoring Software then the Up-gradation cost should be taken care by the selected bidder and the price should be quoted in the RFP. The onward ATS support should be responsibility of selected vendor.	
14.	The selected bidder has to provide AMC/ATS of all the hardware and software as mentioned above for a period of 5 years. In case of any device is declared end of support (EOS) during the contract period, the selected bidder has to replace the same without any additional cost to the bank.	
15.	The selected vendor has to ensure that no device is with end of support, if so the same has to be replaced as part of this RFP. Declaration letter from the OEM regarding availability of support to be submitted along with the technical bid. If the declaration letter is not submitted then the same has to be replaced as part of the RFP.	
16.	The selected bidder has to provide 24*7 Facility management support for maintain/monitoring the BMS systems at Kolkata Data centre (KDC).	
17.	FM-200 gas suppression has to be refilled by the vendor whenever required. Hence, the vendor has to make yearly provision for the contract period, however payment will be made whenever the refill is done. The related costs like dismantling, transportation, road permit, filling and installing the same again has to be borne by the selected bidder.	

18.	If due to any regulatory/legal guidelines vendor is unable to fill the gas then the vendor has to make provision for replacing the same with an equivalent product which is compliant to prevailing regulatory/legal guidelines. If any structural changes are required for replacing the same, provision has to be made as part of this RFP.	
19.	BMS Support & Maintenance Services will commence with the selected vendor w.e.f 1st January, 2017 onwards for a period of 05 Years (Five Years) period.	
20.	Bank reserves the right to further extend the contract for a period of 01 Year beyond 05 years contract on mutual agreed terms with the selected vendor.	
21.	The selected bidder has also to support the new devices to be procured like Air conditioner, generator, UPS and other devices.	
22.	The FM staff of the selected bidder should have experience to handle the BMS solution being used in the Bank. Bank is in the process of procuring new AC, Generator and UPS for replacing the existing devices. These should also be maintained by the BMS Staff provided by the selected vendor.	
23.	Permits and licenses for the release of materials or its purchases which are under Government control will be arranged by the selected vendor. It may be clearly understood that no compensation or additional charges can be claimed by the selected bidder for non-availability of such materials in due time on this account or according to his own requirements.	
24.	Quarterly preventive to be done for all the software/hardware under the contract. Report of the same to be provided to bank with their observations.	
25.	The price of AMC of the replaced devices to be quoted separately	
26.	For the replacement of the DG,AC & UPS, if any structural change is required then the same should has to done by the selected bidder, the price for the same has to be included as part of the commercial.	
27.	The vendor has to provide the technically qualified & experienced BMS Operators to handle various equipments installed at Bank's Kolkata Data Centre as per list specified.	
28.	The vendor shall provide Access cards, Gate passes to the Bank's personnel / Bank appointed System Integrators as and when they would visit Data Centre site. Vendor should agree that such access can be provided 24 X 7 and will not have any time restriction.	
29.	The vendor shall regularly monitor the access to the Bank's Server room / cage by means of access control system, physical security, Biometric access and CCTV and should always make sure that they are functional 24X7	
30.	If required by the Bank the vendor should be able to provide details of people accessing the Bank's Server room / cage by sharing the entries made in the security register, reports from access control system, CCTV video clips etc.	

31.	The vendor shall make sure that uninterrupted power, air conditioning, security system and other equipments / facilities are available (24X7 days).	
32.	The vendor shall manage the Fire detection & suppression system services for the Data Centre area and ensure that it should be well within the coverage of fire detection and suppression.	
33.	Cabling between UPS point to the controllers / devices (if any required) shall be in the scope the BMS Vendor	
34.	The Serverroom & Network Room area is provided with Water Leakage detection system and fire alarm system. The Bidder has to ensure that facility areas proposed by the Bank should be well within the coverage of water leak detection system	
35.	All the Building Management System (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The vendor should manage the BMS activities on a 24*7 basis or as the bank decides	
36.	The vendor is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The vendor shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by the Bank. Vendor shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by service provider and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this tender	
37.	The vendor shall provide contacts and escalation matrix to log the complaints problems faced in the facility provided to the Bank	
38.	The vendor to do Quarterly preventive maintenance and other check as required and has to submit a report to the bank team.	
39.	All filters & lube oil for the DG Gensets need to be replaced once in a 6 (six) months.	
40.	Preserve the CCTV data as per the retention policy of the bank.	
41.	The selected vendor should provide access to Data Centre for authorized vendor/personnel from Bank and Other Stake Holder approved by Bank on 24*7 Basis by getting prior approval from Bank.	
42.	The selected bidder has to provide technical presentation / demonstration for handling the BMS Solution at Bank's premises. The bidder has to give live demonstration of the offered solution before the Bank officials to establish their capabilities. Any decision of the Bank to judge the capabilities would be final and Bank is entitled to reject the bid response without assigning any reasons or any cost or compensation thereof, in case the bidders failed to establish their capabilities.	
43.	The proposed BMS team should have experience in handling BMS systems. Details of the support staff to be provided along with the experience certificate (Min 10 years for BMS in-charge and 3 years for	

	other staff).	
44.	At any point of time there should be two BMS engineers at our datacenter (including night).	
45.	Masked commercial BOM should be given along with the Technical Bid.	
46.	The selected bidder to maintain and monitor the temperature in the range of 20±2 degree centigrade and humidity in the range RH 50±5	
47.	The selected bidder to ensure that there is no downtime during the installation of the new UPS, DG and PAC supplied as part of this RFP.	

Place:

Signature of Bidder: _____

Date :

Name: _____

Business Address:

TECHNICAL SPECIFICATIONS FOR 500 KVA DG SET WITH AMF PANEL

The DG set capacity shall be 2 No.500 KVA (Automatic), 415V with engine and alternator with suitable coupling. It shall be mounted on a common base frame as per the recommendations of engine manufacturer. The base frame shall be mounted with anti-vibration mounts / friction pads. The anti-vibration level of the Generator set shall be well within permissible limit fixed by the competent authority.

The DG set shall comprise of the following systems to make it complete in all respects.

1. Fuel oil system
2. Cooling water system
3. Starting system
4. Lubricant oil system
5. Exhaust system
6. Acoustic enclosure

The equipment shall be capable of delivering continuously at the generator terminals a net output not less than 500KVA (at 0.8 pf) when operating under the site and ambient parameters and conditions.

The design parameters of the generator and excitation system shall be so chosen, that the set is stable while running at any load between no load and full load and also during starting of motors / load.

Fuel Oil System

The fuel oil system shall comprise of fuel tank of capacity 1 No. 600 litres, filters, pipes, valves, etc. The inflow to the tank from the barrels shall be by a hand operated pump. The fuel oil tank shall be manufactured from sheet of suitable thickness with adequate stiffeners. The service tank shall be provided with inlet, outlet, excess fuel return, overflow, air vent and drain connections, oil level gauge, etc. with proper cooling system (using coolant).

Starting System

The starting system shall consist of DC motor energized by 24V batteries. The capacity of batteries shall be of 150 AH each to cater for minimum 4-5 consecutive starts.

The battery charger for charging the starting batteries shall be in-built with the engine and panel with suitable electrical interlocks. While running it has to charge from engine & during idling the battery to be charged from the panel / EB mains.

Lubricating Oil System

Lubricating oil system shall consist of an in-built sump provided in the engine, the engine driven gear pump, duplex filters and lubricating oil cooler etc.

A pressure regulator shall be mounted in the lubricating oil pump to control lubricating oil pressure. Filters and screens shall be provided in the L.O. system to remove foreign particles from circulation and prevent damage to bearing or mating surfaces. The L.O. system shall

include L.O. pressure sensing device which shall cut off fuel supply to the engine as soon as the pressure falls below a preset value and shall give audio visual alarm. L.O. system shall be provided with pressure gauges and temperature gauges at inlet and outlet of L.O. Cooler.

Exhaust System

The exhaust gas from the engine manifold shall be connected to the turbo charger through a flexible joint. Outlet from the turbo charger shall be connected to a residential silencer through another set of expansion joints.

The intake air shall always be routed through a dry air filter by an air intake fan mounted suitably and the filter shall be mounted on engine. The diesel genset shall be in compliance with Emission standards (latest norms).

The constituents of exhaust gas should be well within permissible limit as per the local authorities like corporation, traffic police, state pollution board etc

The sound pollution should be within the permissible limits as set by the govt./regulator.

Governing System

The governing shall be Electronic type with adjustable droop mechanism.

An over speed trip mechanism shall be provided to automatically shut off the fuel and to stop the engine in case the set speed reaches about 110% of the rated speed with audio alarm indication.

Diesel Engine

The diesel engine shall be 4 stroke of suitable capacity (continuous moving) single action with multi cylinders. The engine shall be coupled to 500KVA, 415V alternator and delivering the rated output.

The engine shall be turbo charged after cooled with radiator for cooling and electrical starting arrangement with battery to start the engine.

The direction of rotation of engine shall be clearly marked on the set.

The engine shall also have accessories and gauges like indicators, filters and protection devices for the following faults or abnormalities.

- a. Cooling water temperature high
- b. Lubricating oil pressure low
- c. RPM meter
- d. Battery charging ammeter

The engine shall conform as specification BS:5514

Alternator

The generator shall be capable of delivering 500KVA output (at 0.8 power factor) with the terminal voltage differing from the rated value of not more than $\pm 1\%$ and the frequency not more than $\pm 1\%$.

The generator stator and rotor windings shall have class H insulation meeting the temperature limitations set forth in IS: 4722.

The excitation system shall be provided with high speed, solid state automatic voltage regulator.

Generator Panel (AMF-Automatic mains failure)

- The generator panel shall be of CRCA sheet steel of not less than 14 & 16 SWG thick, floor mounting, free standing, dust and water proof, sheet metal enclosed cubicle type. The panel shall be powder coated with bank approved colour.
- The panels shall be complete with fuse switch / circuit breaker, protective relays, instruments, switches, fuses, indicating lamps, annunciation windows etc. as specified. A gland plate shall be provided at the bottom / top of the panel for termination of incoming and outgoing cables.
- All equipments shall be so connected that the removal and replacement may be accomplished individually without disturbing other equipments.
- Control and meter selection switches shall have integral name plates. Name plate for all other devices shall be located below the respective devices and shall be in English language only.
- Instruments and devices mounted on the face of the control panel shall also be identified on the rear with instrument or device number.
- Fuse links shall be provided for isolation of individual circuit from the bus distributing other circuits.
- The terminal blocks shall be grouped as per circuit functions.
- Bank is already having proper earthing for the existing DG, if the selected bidder wants any alteration the same has to be done by the bidder without any additional cost to bank.
- The indicating meters shall be of Digital flush mounted type.
- Required accessories for measuring the voltage, current, power etc.
- Other
- 1000 amps incoming MCCB (near Genset output) and at AMF panel,
- Battery charging arrangement consist of transformer, rectifier, resistance, D.C. ammeter, voltmeter, selector switch off / trickle / boost.

Annunciation shall be given for the following:

- Lubricating oil low pressure
- Engine over speed
- High water temperature
- Control source failure
- Fuel level low
- Engine starting failure
- Battery charge low
- Earth leakage trip

Acoustic Enclosure

Acoustic hood for housing the DG set to be mounted on a concrete/ platform. The acoustic enclosure shall be of suitable size as per norms prescribed by Central Pollution Control Board (CPCB). The guaranteed noise level shall be of 75 decibels at 1 mtr. Distance are lerrer value stipulated by CPCB.

The enclosure shall be of totally weather, vermin and dust proof to enable the generator to operate at an ambient temperature of 48°C. The outer casing of the container shall be of sheet steel of suitable thickness. The total container shall be of powder coated.

The overall dimensions of the acoustic enclosure (l x b x h) may please be indicated.

Cabling & Terminations

Any Power cable from alternator to control panel PVC insulated armoured aluminium cable shall be provided as per BOQ. All control cables between DG set and control panel are also in the scope of the DG set supplier. All end terminations to be carried out by crimping type Aluminum / copper sockets.

Quantities

Payment will be made for the actual quantity of work executed viz cabling, earthing, fuel line, annunciation line, etc. Bidders are instructed to quote rates for all measurable items like various size of cables, end terminations, piping valves, etc. which will be measured as per the finished installations as per pricing sheet enclosed.

Drawings and Manuals

The successful bidder shall submit the following GA drawings in three copies for approval by Bank.

- a. General arrangement of each equipment showing fixing dimensions, static weight
- b. Foundation drawing for DG set, if required
- c. Schematic control diagram for DG control panel
- d. TB wiring diagram
- e. After approval of above drawings and after completing of erection, the contractor shall submit 'As-Built' drawings in two copies with one set of reproducibles to Owner
- f. Two sets of operation and maintenance manuals for the DG sets and auxiliaries shall also be submitted to owner.

MAKE OF MATERIALS

- | | | | |
|----|------------|---|------------------------------------|
| 1. | Alternator | : | Kirloskar / Stamford /Catterpillar |
| 2. | Engine | : | Cummins / Catterpillar / Kirloskar |
| | | | Greens / Greaves Cotton |

TECHNICAL SPECIFICATION FOR 500 KVA GENERATOR SET
(Details to be furnished by the Bidder)

Sl. No.	Description	Specification
1.	Generator KVA Rating / Model No.	500 KVA /
<u>Engine</u>		
2.	Make	
3.	Model No.	
4.	BHP Output	
5.	Warranty & AMC	
6.	Cooling	
7.	Aspiration	
8.	No. of Cylinders	
9.	RPM	(Minimum 1500)
10.	Compression ratio	
11.	Displacement (ltrs.)	
12.	Fuel oil	
13.	Fuel consumption at no load	
14.	Fuel consumption at 25% load	
15.	Fuel consumption at 50% load	
16.	Fuel consumption at 75% load	
17.	Fuel consumption at full load	
18.	Capacity of fuel tank (litres)	
19.	Governor	
20.	Starting system	
21.	Lubricating oil specification	
22.	Lubricating oil sump capacity	
23.	Lubricating oil consumption (ltrs. per hour)	
24.	Coolant capacity (Engine + Radiator)	
25.	Lubricating oil change period (hrs.)	
26.	Emission compliance	
27.	Battery rating	

Sl. No	Description	Specification
<u>Alternator</u>		
28.	Make and Model No.	Minimum 500 KVA
29.	Type	
30.	Voltage	
31.	Frequency	
32.	Phase	
33.	Rated current	
34.	Power factor	
35.	Enclosure	

36.	Voltage regulation	
37.	Class of Insulation	
<u>Control Panel</u>		
38.	Make	
39.	Type	
40.	Overall dimensions (L x B x H)	
41.	Finish	
42.	Sheet metal size	
43.	Make and type of contactors / circuit breakers	
44.	Make and type of instruments	
45.	Make and type of switch fuse units	
46.	Other facilities incorporated	
<u>Generator set</u>		
47.	Noise level	
48.	Overall dimensions of the DG set	
49.	Overall canopy dimension	
50.	Approx. Total weight (Dry)	
51.	Type of coupling/bearing details	

TECHNICAL SPECIFICATION FOR 120 KVA UPS

UPS Requirements & Features:- Currently Kolkata Data Centre consists two nos of 80 KVA UPS. Both the UPS running on N+1 Redundancy mode and the total load is distributed on both the UPS System. The Purpose Dual redundant UPS systems will take care of following needs –

- Servers and Network devices
- Access Control / Fire Detection, suppression / surveillance system
- 4 hour backup on full load.

The solution should be automatic with power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source for the data centre. Earthing exists for the said Data Centre and if modification/alteration needed then it should be done by the Prime Vendor.

It is proposed that UPS Should be of a minimum 120 KVA (upgradable upto 140 KVA) in redundant configuration.

UPS Modes of Operation : The UPS shall operate as an ON LINE transfer system in the following modes:

Normal - The UPS inverter continuously supplies the critical AC load. The rectifier / charger derives power from AC Input source and supplies DC power to the Inverter while simultaneously load charging power reserve battery.

Emergency (Failure of AC Input) – Upon failure of AC Input power, the critical AC load will be supplied by the Inverter, which without any switching obtains power from the battery. There shall be no interruption in power to the critical load upon failure or restoration of the AC input source.

Recharge – Upon AC power restoration the rectifier / charger shall automatically restart and assume the inverter and battery recharge loads.

Battery Requirements : Battery Bank should be designed to provide 4 hours back up at full load on each UPS. Battery should be sealed and maintenance free type. The UPS Module should have the battery circuit breaker mounted near to the batteries. When this breaker is opened no battery voltage should be present in the enclosure. The UPS module should be automatically disconnected when the battery reaches to minimum discharge voltage level or when signalled by other control functions. Remote tripping of Battery circuit breaker facility shall be also incorporated. The batteries should be housed in suitable Racks. Power Distribution

- For power transfer from normal to emergency, automatic power transfer switches (ATS) with bypass shall be used as per tier regulations. The ATS shall have overlapping neutral as stipulated by IEEE for electronic switching applications.
- Power cabling inside the DC shall be of copper. The cables and conduits used

inside the DC shall be of FRLS quality.

(Details to be furnished by the Bidder)

SL NO	Description	Specification (Two Numbers)
1	UPS Rating	120 KVA upgradable to 140 KVA
2	Make & Model	
3	Battery Solution	(No of Battery Require, Kindly provide the Specification)
4	Power Factor	
5	Input Frequency	
6	Input Voltage	
7	UPS Technology	
8	Battery Technology	
9	Nominal Voltage	
10	Output Frequency	
11	Output Wave form	
12	Cooling Type	
13	Noise Level	
14	Form Factor	
15	Warranty	

TECHNICAL SPECIFICATION FOR PRECISION AC SET

SL NO	Description	Specification
1.	These specifications describe the specific requirements of microprocessor based High Precision Air conditioners (HPACs). The HPAC unit shall consist of indoor and outdoor unit.	
2.	The indoor unit shall be floor mounted type comprising of hermetic sealed scroll compressor(s), filter section, controller, electrical power system , multi-rows deep copper cooling coil with aluminium fins, dehumidification cycle, modular panel cabinet construction, cabinet insulation, statically & dynamically balanced blower section, humidifier, refrigeration controls etc. The unit shall be suitable for Top/Bottom discharge.	
3.	The outdoor unit shall comprise of air-cooled condenser with fans.	
4.	These specifications set out the basis of design of self contained HPACs to meet the environmental needs of datacentre servers.	
5.	A/C Capacity	20 Ton- 2 Nos (Auto stand-by), 7 Ton (2 nos) (Auto stand-by)
6.	Make & Model	To be specified
7.	Flow Direction	Upward / Downward flow
8.	Inside Air Temp	(18-22 Degree) & 45-55% RH.
9.	Air Quantity	500 – 650 CFM/TR
10.	AC Filters	Filters to provided on the package unit having 95% efficiency down to 5 microns.
11.	AC Compressor	
12.	Type of load	The load shall be High sensible type having Sensible Heat factor not less than 0.90
13.	Warranty	3 years with 2 years AMC

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

PSU Organization/BFSI		
Name of Organisation	Period	
	From	To

N.B. Enclose copies of Purchase Orders as references

Signature of Bidder: _____

Place: _____

Name: _____

Date: _____

Business Address: _____

Commercial Template(Amount in Rs.)Table-A

Sl No	Item	Qty (A)	Year 1		Year 2		Year 3		Year 4		Year 5		Total For 5 Years Excluding Taxes L=C+E+G+I+K	Tax Type (M)	Tax Percentage (N)	Tax Amount O=(L*N)/100	Total Price for 5 Years inclusive of Taxes P=L+O
			Unit Amount (B)	Total C=A*B	Unit Amount (D)	Total E=A*D	Unit Amount (F)	Total G=A*F	Unit Amount (H)	Total I=A*H	Unit Amount (J)	Total K=A*J					
1	Cost towards maintenance & support for Building Management System Software. (As per the list attached)	1															
2	Cost towards Facility Manager/BMS Operator Services on 24 X 7 basis	6															
3	Cost towards AMC of existing Hardware Equipments as listed in RFP	1															
4	FM 200 gas (cost of filling of gas per KG including transportation and other charges)	1															
5	Any Other Item (Please Specify)																
6	Any Other Item (Please Specify)																
7	Any Other Item (Please Specify)																
8	Any Other Item (Please Specify)																
9	Any Other Item (Please Specify)																
																Total for Table A (T1)	

Table B

SL	Item	Qty (A)	Year 1		Tax Type (D)	Tax Percentage (E)	Tax Amount F=(C*E)/100	Total Price f inclusive of Tax G=C+F	Buy Back Amount (H)	Total I=G- H
			Unit Amount (B)	Total C=A*B						
1	Cost Towards Procurement, Installation and maintenance of DG Set with (with 3 year warranty)	2								
2	Cost Towards Procurement, Installation and maintenance of 20 Ton PAC (with 3 year warranty)	2								
3	Cost Towards Procurement, Installation and maintenance of 7 Ton PAC (with 3 year warranty)	2								
4	Cost Towards Procurement, Installation and Maintenance of UPS Set(with 3 year warranty)	2								
5	Installation cost UPS	1								
6	Installation cost PAC 20 Ton	1								
7	Installation cost PAC 7 Ton	1								
8	Installation cost DG	1								
9	Any Other Item (Please Specify)									
10	Any Other Item (Please Specify)									
11	Any Other Item (Please Specify)									
12	Any Other Item (Please Specify)									
13	Any Other Item (Please Specify)									
									Total for TABLE B (T2)	

Table C

S L	Item	Qt y (A)	Year 1		Year 2		Year 3		Year 4		Year 5		Total For 5 Years Excluding Taxes L=C+E+G+I+ K	Tax Typ e (M)	Tax Percentag e (N)	Tax Amount O=(L*N)/10 0	Total Price for 5 Years inclusiv e of Tax P=L+O
			Unit Amount (B)	Total C=A*B	Unit Amount (D)	Total E=A*D	Unit Amount (F)	Total G=A* F	Unit Amount (H)	Total I=A* H	Unit Amount (J)	Total K=A* J					
1	Cost Towards AMC of DG Set with (for 2 Years)	1															
2	Cost towards AMC of 20 Ton PAC (for 2 Years)	1															
3	Cost towards AMC of 7 Ton PAC (for 2 Years)	1															
4	Cost towards AMC of UPS Set (for 2 Years)	1															
5	Any Other Item (Please Specify)																
6	Any Other Item (Please Specify)																
7	Any Other Item (Please Specify)																
8	Any Other Item (Please Specify)																
																Total for TABLE C (T3)	
Total Cost of Ownership T= T1+T2+T3																	
Total Cost (In Words) Rupees.....Only																	

Note:

1. L1 bidder would be decided based on the lowest quoted of Total Cost of Ownership (T) for Table A, Table B and Table C
(T=T1+T2+T3)
2. The bidder has to submit the commercial bid only in the above format. Any other format would be summarily rejected at the time of opening the bid.
3. The price should be mentioned in Words also. In case of any difference between amount mentioned in words and number, the amount mentioned in words will prevail.
4. The Sales Tax/Service Tax /VAT etc. to be quoted in column "Taxes".

Date:-----

Place: -----

Yours faithfully,
 Signature of Authorized Signatory
 Name of Signatory:
 Designation:
 Seal of Company:

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 Maintenance & Support of Building Management System as per requirement 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 Maintenance & Support of Building Management System at the Bank's Data Center, Kolkata 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.....Lacs (RupeesLacs 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 **₹..... Lacs (Rupees 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.

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 Maintenance & Support of Building Management System as prescribed in the Agreement / Contract dated _____ during the period of three 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 fulfil 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)

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

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

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However,

the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

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

8. Independent Monitors

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

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

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

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

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

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

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

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

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

BUYER

BIDDER

Name of the Officer

Authorised Signatory

Designation

Deptt

Witness

Witness

1.

1.

2.

2.