

Request for Proposal (RFP)
For

AMC of CCIL Application



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/05/2015-16 Date: 01/04/2015

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 of AMC for CCIL Application. It should not be reused or copied or used either partially or fully in any form.

Disclaimer

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



INTRODUCTIONS & OBJECTIVES

UCO BANK, a body Corporate, established under The Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata- 700001, India, hereinafter called "The Bank", is one of the leading public sector Banks in India having more than 2900+ branches and 2100+ ATMs (including Biometric enabled ATMs) spread all over the country.

CCIL was set up in April 2001 by banks, financial institutions and primary dealers, to function as an industry service organization for clearing and settlement of trades in money market, government securities and foreign exchange markets.

The Clearing Corporation plays the crucial role of a Central Counter Party (CCP) in the government securities, USD –INR Forex exchange (both spot and forward segments) and Collateralised Borrowing and Lending Obligation (CBLO) markets. CCIL plays the role of a central counterparty whereby, the contract between buyer and seller gets replaced by two new contracts - between CCIL and each of the two parties. This process is known as 'Novation'. Through novation, the counterparty credit risk between the buyer and seller is eliminated with CCIL subsuming all counterparty and credit risks. In order to minimize these risks, that it exposes itself to, CCIL follows specific risk management practices which are as per international best practices. In addition to the guaranteed settlement, CCIL also provides non guaranteed settlement services for National Financial Switch (Inter bank ATM transactions) and for rupee derivatives such as Interest Rate Swaps.

CCIL is also providing a reporting platform and acts as a repository for Over the Counter (OTC) products.

UCO BANK is pleased to invite proposal for AMC / ATS of CCIL Application from the prospective bidders having proven past experience and competence in the field and offering services to various banks at different locations in India.

Contents

Sl. No.	Topics	Page No.
1	Invitation for tender Bids	5
2	Submission of Bids: General Terms and Condition	6
3	Eligibility Criteria	7
4	Scope of Work	7
5	Bid Opening & Evaluation Criteria	9
6	Late bids	10
7	Contract Period	10
8	Period of Validity of Bid	11
9	Earnest Money Deposit	11
10	Rejection of the Bid	11
11	Pre-Bid Queries / Clarifications	12
12	Performance Bank Guarantee	12
13	Modification and Withdrawal of Bids	12
14	For Respondent Only	12
15	Costs Borne by Respondents	13
16	RFP response	13
17	Price	13
18	Payment Terms & Paying Authority	13
19	Order Cancellation (Termination)	13
20	Consequences of termination	14
21	Force Majeure	15
22	Dispute resolution mechanism	15
23	Penalty Clause	16
24	Other Terms and Conditions of the RFP	17
25	Independent Service Provider	19
26	Taxes	20
27	Compliance with Laws	21
28	Inspection & Right To Audit	22
29	Confidentiality & Secrecy	22
30	Annexure-I	23
31	Annexure-II	24
32	Annexure-III	25
33	Annexure-IV	26
34	Annexure-V	28
35	Annexure-VI	29
36	Annexure-VII	30
37	Annexure-VIII	32

1. Invitation for Tender Bids

UCO Bank invites sealed tenders from eligible bidders for AMC of CCIL Application.

The Bid details are given below:

Tender Reference	UCO/DIT/ 05 /2015-16
Cost of Tender Document	Rs. 5,000/- (Rupees Five Thousand only)
Date of issue of RFP	01/04/2015
Earnest Money Deposit (EMD)	Rs. 50,000/- (Rupees Fifty Thousand, in the form of BG)
Date of commencement of sale of tender document	01/04/2015
Pre-Bid queries	On or before 09/04/2015
Last Date and Time for receipt of tender bids	22/04/2015 at 3:00 pm
Opening of Eligibility / Technical bids	22/04/2015 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, 7 th Floor,3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700064.
Email address	hocbs.calcutta@ucobank.co.in
Contact Telephone / Fax Numbers	Tel : 033-44559758 / 45 Fax : 033-23345013
Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5 th Floor, 3 & 4, DD Block, Sector -1, Salt Lake, Kolkata - 700064.

Any bid received after last date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. 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. In case, the specified date of submission & opening of Bids is declared a holiday in West Bengal under NI Act, the bids will be received till the specified time on next working day and Eligibility / Technical Bid will be opened at specified time on that day. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the last date & time for submission of bids. No bidder shall be allowed to withdraw the bid after its submission.

2. Submission of Bids: General Terms and Conditions

Separate Technical and Commercial Bids duly sealed and super scribed as "Eligibility / Technical bid" and "Commercial bid" (as per the format prescribed in Annexure – IV and V) respectively should be put in a single sealed outer cover duly sealed and super scribed "**AMC / ATS of CCIL Application**" as per bid details given in the RFP. If the outer cover/envelope are not sealed & super scribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.

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

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

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

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

- 2.1 Any inner cover / envelope of a bid, if found to contain both eligibility/technical & commercial bids, then that bid will be rejected.
- 2.2 Any outer envelope if found to contain only the eligibility/technical or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- 2.3 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.
- 2.4 The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
- 2.5 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 2.6 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 eligibility/technical bids from the participating bidders.
- 2.7 Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

3. Eligibility Criteria

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.

SI No	Clause	Documents required
1	The Bidder must be a registered company under the Companies Act 1956 .(Proof Required)	Certificate of Incorporation should be submitted.
2.	The Bidder must be having annual turnover of minimum of Rs 1 Crores in each of the last three Financial Years (2011-2012, 2012-13, 2013-2014).	Copy of Balance sheets of the Three Financial Years to be submitted.
3	The company should be profit making in any one of the last three financial years (2011-2012, 2012-13, 2013-2014).	Copy of Balance sheets of the Three Financial Years to be submitted.
4	The bidder should be in the business of providing AMC services of CCIL Application to other PSU / non-PSU Banks.	Copies of the last three financial year's balance sheets should be submitted along with the offer.
5	The bidder should not have been blacklisted by any Bank(s) / Financial Institutions in India as on RFP issue date.	A declaration in the letterhead of the bidder's company should be submitted regarding non-blacklisting of the company.

Note:-

The Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the already submitted documents. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

4. Scope of Work

- First Level support from offsite (phone / mail)
- Unlimited Onsite support for all Critical, High, Medium severity issues.
- Technical expertise support from offsite location / selected vendor's location.
- Minimum 60 Onsite visits per year by technical experts at the Bank's Treasury Branch at D.N. Road Mumbai. These Visits will also include system health checks.

- Assistance in DR Drills by technical experts atleast once in every quarter.
 - Re-installation / Re-location of systems, if needed.
 - Upgrade / Patch Release Management as when intimated by the Bank.
 - Performance Management of Operating Systems
 - Single Point of Contact for Service related to CCIL application.
- a. The bidder should take the AMC/ATS of CCIL application installed in Servers/Clients at Primary Site, Mumbai and DR Site, Kolkata.
 - b. The bidder should perform the below mentioned activities under this AMC/ATS contract but not limited to the following:
 - In any case, if required the installation of CCIL Applications software of at Server machines/Client Machines.
 - Installations of Patches and New Releases of CCIL Applications, troubleshooting of technical problems for the said applications and support for digital certificate required by CCIL application, if required.
 - Bank has already having the servers/clients machines in warranty/AMC with other vendors. However, Bidder should coordinate with the concerned vendor for configuring the systems for the aforesaid CCIL applications.
 - The Bidder should able to configure the middleware (IBM Websphere MQ) required by the CCIL applications. However, Bank already have ATS/AMC agreement with other vendor for IBM Websphere MQ but their scope is limited to the installation of IBM Websphere MQ in the systems, not to the configuration of the same for CCIL applications. It is the responsibility of the bidder to configure IBM Websphere MQ required for CCIL applications. Configuration includes creation of all the MQ objects such as Queue Manager, Queues, and Channels etc required by the CCIL applications.
 - Testing of clients/servers for CCIL applications for both the sites will be done by the bidder as and when required by the Bank.
 - If any regulatory changes / changes required by the Bank for (OS/Middleware/database) CCIL applications, the selected Bidder shall accordingly reinstall and configure the original setup without any additional cost to the Bank.
 - c. The selected bidder's representative should be physically present at the Primary site as well as at the DR Site during Disaster situation or during DR Drill or as and when they have been informed by the Bank to carry out the necessary activities. All the activities to be carried out at Primary site at Treasury Branch Mumbai and through Remote at DR Site Kolkata shall be carried by the support team of the bidder.
 - d. Bank reserves the right to shift the Primary and/or DR Site within the same city/ or any other city in Indian Subcontinent. The selected Bidder shall accordingly

reinstall and configure the original setup without any additional cost to the Bank.

5. Bid Opening & Evaluation Criteria

The Bank will open the bids, in presence of the representatives of Bidders who choose to attend, at the time and date mentioned under Bid Details in the control sheet of the Bid Document. The representatives of the Bidder(s) present during the process of opening of the bids shall sign the Bid Opening Register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for Bank, the bids shall be opened at the specified time and place on next working day.

Evaluation Methodology

The evaluation will be a two-stage process –

Phase 1 – Eligibility Evaluation

Phase 2 – Commercial Evaluation

Phase 1- Eligibility Evaluation

In the first stage, only Eligibility Evaluation will be done. Only those Bidders satisfying the eligibility criteria as determined by the Bank and accepting the terms and conditions of this document shall be short-listed.

Separate Eligibility and Commercial Bids in duplicate (One Original & One Copy) duly sealed and super-scribed “**Tender Proposal for AMC / ATS of CCIL Application – Eligibility/Technical Bid**” and “**Tender Proposal for AMC / ATS of CCIL Application – Commercial Bid**” shall be submitted as per bid details given in the RFP. Sealed separate envelopes carrying Eligibility/Technical Bid and Commercial Bid should be put in a Single Sealed envelope/outer cover and submitted at the address mentioned below on or before **22nd April'2015 latest by 3:00 P.M.:**

The Deputy General Manager (IT, BPR & BTD)

UCO Bank, Head Office-2,

Department of Information Technology

5th Floor, 3 & 4 DD Block, Sector – 1,

Salt Lake, Kolkata – 700064

Note:

- Bidders are advised to ensure that all the relevant pages of Bid response are numbered, duly signed & stamped by the authorized signatory.
- Bidder also advised to ensure that all the required documents evidencing their experience / reference letters are duly signed and attached with the Bid response.

Phase 2-Commercial Evaluation

Under the second stage, the COMMERCIAL BID of only those bidders, whose eligibility bids are responsive and who qualify the eligibility evaluation, will be opened. The Bidder shall provide quotes as per the format at Annexure – V. The bid amount should be inclusive of all applicable taxes / license fee except service tax, which shall be paid by the Bank. The successful bidder(s) shall provide an undertaking that all statutory taxes etc. would be duly paid, as applicable from time to time with regard to the services provided to the Bank.

It is also clarified that any payment made by the Bank to the bidder shall be subject to TDS as applicable from time to time.

6. Late Bids

Any bid received by the Bank after the deadline (Date and Specified Time mentioned in control sheet) for submission of bids will **be rejected and/or returned unopened to the Bidder.**

7. Contract Period

The contract period for AMC will be for a period of **Three Years** from the date of signing of the agreement. The selected bidder must undertake to pass on the benefit of subsequent reduction in rate of taxes, duties payable to govt. exchequer in this connection, to UCO Bank. The selected bidder must execute a **Service Level Agreement (SLA)** with UCO Bank for this purpose. Further, Bank's Treasury Branch Mumbai shall review the performance of the selected vendor every quarter. UCO Bank reserves the right to terminate the agreement /contract at its sole discretion by giving ONE month's notice without assigning reasons. Any offer falling short of the contract validity period (Three Years from the date of Purchase Order) is liable for rejection. In addition to the cancellation of SLA, UCO Bank reserves the right to forfeit / invoke the Performance Guarantee / Security submitted to UCO Bank by the Bidder as well as blacklisting the Bidder. Bank further reserves the right to extend the contract for a period of one year after its expiry keeping terms and conditions of this RFP unchanged at mutually agreed cost.

8. Period of Validity of Bid

Bids shall remain valid for 180 (One Hundred Eighty) days after the date of bid opening prescribed by UCO Bank. UCO Bank reserves 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.

9. Earnest Money Deposit

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee in favor of UCO Bank, payable at Kolkata (as per the format prescribed in Annexure - II) for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
AMC / ATS of CCIL Application	Rs.50,000/-

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the tendering process. The EMD of successful bidder(s) will be returned on submission of Security Deposit.

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

- a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. In case of the successful bidder, if the bidder fails:
 - To sign the contract in the form and manner to the satisfaction of UCO Bank
 - To furnish performance security in the form and manner to the satisfaction of UCO Bank.

10. Rejection of the Bid

The Bid is liable to be rejected if:

- 10.1 The document doesn't bear signature of the authorized person.
- 10.2 It is received through Telegram / Fax / E-mail.
- 10.3 It is received after expiry of the due date and time stipulated for Bid submission.
- 10.4 Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and

conditions stipulated in this Request for Proposal (RFP) are liable for rejection by the Bank.

10.5 Any incorrect information provided by the Bidder.

11. Pre-Bid Queries / Clarifications

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bidders seeking clarifications may send their queries on or before the date mention in the control sheet through Letter / FAX or email. Queries raised by the prospective bidders and the Bank's response will be available at Bank's web site at least seven days prior to last date of bid submission.

12. Performance Bank Guarantee

The successful bidder in respect of eligibility bid as well as commercial bid will, within 15 days of receiving the Contract, have to furnish a Bank Guarantee issued by a scheduled commercial bank in India in favour of UCO Bank, for **10% of the amount payable in the first year for the AMC / ATS charge**. Performance Guarantee to be valid for contract period should be of three years with additional 90 days as claim period. In case Bank decides to extend the contract beyond contract period, then selected vendor have to submit extended Bank Guarantee for the extended period.

The Bank Guarantee shall act as a security deposit and in case the bidder is unable to undertake AMC of the CCIL application as per Bank's requirements the Bank shall have the right to invoke the Performance Bank Guarantee. Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the bidder is not able to meet the conditions of the Contract, within the stipulated time. This will be independent of the penalties on the Service Level Agreement.

13. Modification and Withdrawal of Bids

- a. Bids once submitted will be treated, as final and no modifications would be permitted. No correspondence in this regard will be entertained.
- b. No Bidder shall be allowed to withdraw the bid after the deadline for submission of bids.
- c. The successful Bidder will not be allowed to withdraw from or seek amendments to the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such Service Provider shall be deemed as foreclosed.

14. For Respondent Only

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

15. Costs Borne by Respondents

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

16. RFP Response

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

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

17. Price



The bidder shall keep the price valid for entire contract period and any enhancement in the prices during the contract period will be responsibility of the selected bidder. Under no circumstances Bank shall bear/borne any increase in the prices.

18. Payment Terms & Paying Authority

Bills raised by the Bidder would be payable by the Treasury Branch, Mumbai of the Bank on receipt of advice / confirmation / satisfactory services rendered certificate quarterly in arrears. Payment will be effective from the date the Bidder takes over the AMC / ATS job of the CCIL Application. The bills pertaining to each quarter, for all services rendered during each month, shall be submitted to the Treasury Branch, Mumbai of the Bank within 20 days of the succeeding month of the quarter. Final payment shall be released subject to deductions of penalties if any.

19. Order Cancellation (Termination)

UCO Bank reserves the right to cancel the order(s) in the event of one or more of the following circumstances:

- Non compliance of the scope of the job.

- Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.
- Breach of any of the terms and conditions of the Purchase Order by the Bidder.
- If the Bidder goes into liquidation voluntarily or otherwise.
- The selected bidder commits a breach of any of the terms and conditions of the bid.
- An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- The progress regarding execution of the order accepted, made by the selected bidder is found to be unsatisfactory.
- 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 any bidder of its choice by giving one month's notice for the same to the Bidder. In this event, the selected bidder shall be bound to make good 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.
- 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.

In addition to the cancellation of purchase order, UCO Bank also reserves the right to forfeit / invoke the Performance Guarantee / Security submitted to UCO Bank by the Bidder as well as blacklisting the Bidder.

20. Consequences of Termination

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 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.

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.

Nothing herein shall restrict the right of UCO BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to UCO BANK under law or otherwise.

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.

21. Force Majeure

- a. The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination of contract for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure.
- b. For purposes of this Clause, "Force Majeure" means an event beyond control of the Bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, fires, floods and freight embargoes.
- c. If a Force Majeure situation arises, the Bidder shall promptly notify UCO Bank in writing of such conditions and the cause thereof within 15 (fifteen) calendar days.
- d. Unless otherwise directed by UCO Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.
- e. If the duration of delay continues beyond a period of one month, UCO Bank and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem.
- f. Notwithstanding the above, decision of UCO Bank shall be final and binding upon the bidder.

22. Dispute Resolution Mechanism

The 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 Deputy General Manager (IT)/ General Manager (IT) of UCO BANK/Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

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

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

The 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.

23. Penalty Clause

- The Bidder shall perform its obligations under the respective work order and the agreement entered into with the Bank, in a professional manner.

- The Bidder will have to resolve the critical issues reported by the Bank within 4 hours of reporting and the remaining issues will have to be resolved within 24 to 48 hours of reporting, else a penalty of 0.5% of the total AMC value will be imposed by the Bank on the Bidder, upto a maximum of 10% of the total AMC value per year for a period of three years.
- The Bank shall implement all penalty clauses after giving due notice to the bidder.
- If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty for non-performance.

24. Other Terms and Conditions of the RFP

- a. Signing of the bid: Successful Bidder(s) shall be required to enter into a Service Level Agreement (SLA) provided by Bank's H.O. – DIT **within 15 days** of the award of the work or within an extended period as may be specified by the Bank. The agreement shall include systems & procedures to be adopted by the Service Provider(s) as desired by the Bank.
- b. The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.

The bidder will also sign a Non-Disclosure Agreement with the Bank on a format prescribed by the Bank.

- c. Cost of preparation and submission of bid document: 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.
- d. 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.
- e. 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.

- f. Preliminary Scrutiny: UCO Bank will scrutinize the offers to determine whether they are complete, whether any error has been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed and whether price bid has been quoted as per prescribed method. Offers not conforming to the prescribed guidelines and or with incorrect information or not supported by relevant documentary evidences wherever called for, would be summarily rejected. However, UCO Bank, at its sole discretion, may waive any minor non-conformity or any irregularity in an offer. UCO Bank reserves the right for such waivers and this shall be binding on all bidders.
- g. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.
- h. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.
- i. 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.
- j. Audit by Third Party: Bank at its discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank.
- k. Jurisdiction: The jurisdiction of the courts shall be Kolkata.
- l. Publicity: Any publicity by the 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 Vendor 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.
- m. Non-Transferable Offer: This Request for Proposal (RFP) is not transferable.

- n. Address of Communication: Offers/bid should be addressed to the address given in page no: 5 (General Details).
- o. Confidentiality of the Bid Document: The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.
- p. Cancellation of tender process: Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason.
- q. Response of the Bid: The Bidder should comply all the terms and conditions of RFP.
- r. The products provided by the bidder for the proposed solution must be legally obtained. The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.
- s. The products are considered accepted (Commissioned and Operationalized) after signing the Acceptance Test Plan (ATP) document jointly by the representative from the Bank and representative of the bidder.
- t. 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.

25. Independent Service Provider

- 25.1 The selected service provider and/or its employees, agents and representatives shall perform all services hereunder as an Independent Service Provider on a non-exclusive basis and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or, master and servant or, employer and employee between the parties hereto or any affiliates or subsidiaries thereof or, to provide either party with the right, power or authority, whether expressed or implied to create any such duty or obligation on behalf of the other party. SERVICE PROVIDER acknowledges that its rendering of services is solely within its own control subject to the terms and

conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of The UCO Bank or any subsidiary or affiliate thereof.

- 25.2 Service Providers personnel, employees, sub-contractors of the Service Provider etc. have no authority/ right to bind The Customer in any manner. It is also clarified that the personnel or employees being provided by SERVICE PROVIDER shall be employed solely by SERVICE PROVIDER and governed by terms of SERVICE PROVIDER's employment and SERVICE PROVIDER shall be solely responsible and liable in the event of any adverse claim of whatsoever nature made on the UCO Bank by the employees/ sub-contractor of SERVICE PROVIDER.
- 25.3 SERVICE PROVIDER shall be responsible for managing the activities of the personnel or the personnel of your subcontractors/franchisees and will be accountable for both. SERVICE PROVIDER shall be vicariously liable for any acts, deeds or things done by the employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by the Bank. SERVICE PROVIDER shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by SERVICE PROVIDER at UCO Bank 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 aforesaid tender.
- 25.4 No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. of your company, 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 your company shall be paid by your company alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of your employee, agents, contractors, and subcontractors, etc. Your company 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 your employees, agents, contractors, subcontractors etc. However, SERVICE PROVIDER would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

26. Taxes:

- 26.1 SERVICE PROVIDER shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and

payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Service Provider in respect of Bills.

- 26.2 The UCO Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by SERVICE PROVIDER, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.
- 26.3 Nothing contained herein shall prevent The UCO Bank from deducting taxes deductible at source as required by any law/s or regulation/s. SERVICE PROVIDER shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the UCO Bank to SERVICE PROVIDER. The UCO Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.
- 26.4 SERVICE PROVIDER shall co-operate fully in the defence of any claim/s by any local, state or union authorities against The UCO Bank with respect to any taxes and/or duties due and payable by SERVICE PROVIDER and /or individuals assigned by SERVICE PROVIDER under this agreement. Without limiting the generality of the foregoing. SERVICE PROVIDER shall upon request by The UCO Bank, give to The UCO Bank all documents, evidences in a form satisfactory to The UCO Bank to defend such claim/s. Any claims filed against The UCO Bank, the cost to be borne by the selected service provider.

27. Compliance With Laws:

- 27.1 SERVICE PROVIDER hereto agrees that it shall comply with Labour Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.
- 27.2 SERVICE PROVIDER has represented that their company holds all valid licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act and other labour laws. SERVICE PROVIDER shall ensure that all such registrations / licenses where required, are kept valid and subsisting throughout the term of this agreement.
- 27.3 If at any time during the term of this Agreement, if UCO Bank is informed or

information comes to its attention that SERVICE PROVIDER is or may be in violation of any terms and conditions mutually agreed between the UCO Bank and SERVICE PROVIDER, which proves to be unsatisfactory to the UCO Bank, then the UCO Bank shall be entitled to terminate this Agreement by giving not less than one month notice in writing.

- 27.4 Any regulatory changes which are necessitated in the services offered due to changes in the law or provisions or directions introduced / issued by Government of India, State Governments, other governmental authorities, Reserve Bank of India, NPCI, other regulatory authorities or due to industry level changes to be promptly provided by the SERVICE PROVIDER to the Bank during the contracted period at no extra cost to the bank.

28. Inspection and Right to Audit

- 28.1 SERVICE PROVIDER shall keep complete and accurate records of all the operations and expenses in connection with the services provided to The UCO Bank. All said records shall be kept on file by SERVICE PROVIDER for the contract period from the date the services are provided to the bank.
- 28.2 Periodic Audit of the Annual Maintenance services to be conducted quarterly for atleast 10% of the locations and by changing the audit locations in every quarter. Detailed audit report / observations along with the compliances shall be submitted to the Bank within 7 days from such audit.
- 28.3 The Bank shall give minimum one day intimation for conducting the audit to the service provider. The audit by the UCO Bank shall be allowed to be done all days.

29. Confidentiality and Secrecy:

- 29.1 SERVICE PROVIDER acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the UCO Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the UCO Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the UCO Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The UCO Bank.
- 29.2 SERVICE PROVIDER shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the UCO Bank. The Confidential Information will be safeguarded and SERVICE PROVIDER will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.

Detailed Scope of Work

Description of Services Required	Bank's Requirement	Bidder's Response
First Level of support from Offsite (phone / email)	Yes	
Onsite visits by Engineer for issue resolution	Yes	
Telephonic Support	Yes	
Preventive Maintenance and Systems Health Checks	Min 6 in a Year	
DR Drill Assistance	Min 4 in a year	
Upgrade / Release Management	Yes	
Re-installation / Re-location of Systems	Yes	
User Trainings (training days at Bank's site)	4	
License Management (Track and coordinate for validity)	Yes	
Payment Systems Help Desk Support	Yes	
Single Point of Contact for <ul style="list-style-type: none"> Regulatory Authorities (RBI, IDRBT, CCIL) Applications Vendors Principals (IBM, Microsoft, Cisco etc.) 	Yes	
Operating System Support		
Trouble shooting and issues management	Yes	
Patch Management	Yes	
Space Management	Yes	
Performance Management	Yes	
IBM MQ Series Support		
Configuration of MQ7 on servers	Yes	
Trouble shooting and issues management	Yes	
Patch Management	Yes	
Escalation of issues to IBM for resolution	Yes	
CCIL Application Support		
Installation / Re-Installation of Applications	Yes	
Trouble shooting and issues management	Yes	
Patch Management	Yes	
Escalation of issues to appropriate vendor for resolution	Yes	

Severity Levels

Severity	Bank Impact
Critical	The Bank is unable to use the application to perform absolutely necessary business transaction.
High	Although the Bank is able to use the application to perform absolutely necessary business transactions, the problem causes limitations or restrictions in the use of important functionality within the application
Medium	The problem does not cause the Bank any restrictions when using the application but may cause the Bank to suffer inconvenience when performing day-to-day business functions.
Low	The problem is of cosmetic nature and has little or no effect on the Bank's business.

Tender Offer Forwarding Letter

RFP Reference No.:

Date: xx.04.2015

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

Dear Sir,

Sub: Your RFP for “AMC / ATS of CCIL Application”

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for “**AMC of CCIL Application**” mentioned in the RFP document forming Eligibility / Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility / Technical as well as Commercial Bids by the Bank, we undertake to provide **AMC of CCIL Application** as per your purchase orders.



We will submit a Earnest Money for a sum of **Rs. 50,000/-**, valid for a period of Six months.

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

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

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

The Demand Draft details are enclosed as follows:

1. BG No. _____ dated xx.xx.2015 for Rs.50,000/- (Rupees Fifty Thousand only) as EMD.
2. DD No. _____ dated xx.xx.2015 for Rs.5,000/- (Rupees Five Thousand only) as cost of RFP document.

BG issued by _____ Bank _____ branch.

Dated this ____day of ____2015

Signature: _____

(In the Capacity of) _____

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

Format for submitting Eligibility Bid for UCO Bank's AMC for CCIL Application**A. Profile of Bidder**

1. Name of bidder:
2. Location
 - Regd. Office:
 - Controlling Office:
3. Constitution:
4. Date of incorporation & Date of Commencement of business:
5. Major change in Management in last three years:
6. Names of Banker / s:

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

	2011-12 (Audited)	2012-13 (Audited)	2013-14 (Audited)
Paid up capital			
Tangible Net Worth (excluding revaluation reserve)			
Total Outside Liabilities/Tangible Net Worth			
Net Sales of the Company as a whole.			
Out of the above Net Sales, Net Sales from services			
Gross Profit			
Net Profit (Profit After Tax)			
Summary of Financial Position and working results			
Growth in Operations (%)			
Growth in profitability (%)			

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

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

Details of Experience

(i) PSU Banks

Name of Bank	Services	Period	
		From	To
	AMC of CCIL Application		

(ii) Non-PSU Banks

Name of Bank	Services	Period	
		From	To
	AMC of CCIL Application		

N.B. Enclose copies of Purchase Orders which should be in name of the bidder only as references. Bank reserves the right to verify the authenticity of the reference document enclosed with the bid document. In case found not in order, the bid submitted by the bidder shall be rejected summarily.

Place:

Date:

यूको बैंक  **UCO BANK** **AUTHORISED SIGNATORY**

Name:

Designation:

Bidders' Response to Eligibility/Technical Criteria for UCO Bank's AMC for CCIL Application

Sl No	Clause	Documents required	Compliance (Yes/No)
1	The Bidder must be a registered company under the Companies Act 1956 .(Proof Required)	Certificate of Incorporation should be submitted.	
2.	The Bidder must be having annual turnover of minimum of Rs 1 Crores in each of the last three Financial Years (2011-2012, 2012-13, 2013-2014).	Copy of Balance sheets of the Three Financial Years to be submitted.	
3	The company should be profit making in any one of the last three financial years (2011-2012, 2012-13, 2013-2014).	Copy of Balance sheets of the Three Financial Years to be submitted.	
4	The bidder should be in the business of providing AMC services of CCIL Application to other PSU / non-PSU Banks.	Copies of the last three financial year's balance sheets should be submitted along with the offer.	
5	The bidder should not have been blacklisted by any Bank(s) / Financial Institutions in India as on RFP issue date.	A declaration in the letterhead of the bidder's company should be submitted regarding non-blacklisting of the company.	
Note:- The Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the already submitted documents. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.			

COMPLIANCE SHEET

DECLARATION

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref No. UCO/ DIT/05/2015-16 dated 01.04.2015 including all annexure, addendum, corrigendum and amendments, if any. We certify that the services offered by shall be in conformity with the terms & conditions and Scope of Work stipulated in Annexure I of the said RFP.

Authorised Signatory:

Seal

Date:

Place:



Format of Commercial Bid for UCO Bank's AMC / ATS for CCIL Application

#	Service Description	AMC / ATS Cost (INR) Per Year (A)	Type of Tax, Tax % and Amount Per Year (B)	Total AMC / ATS Cost (INR) for Three Years Period (Inclusive of all Taxes) C= (A) X (B) X 3
1	AMC / ATS for CCIL Application as per scope given in the RFP			
Total Cost in Words				

L1 Bidder will be determined based on the lowest total cost of AMC / ATS quoted by the bidder.

Name of Bidder:

Address with Contact Nos.:

Date:

AUTHORISED SIGNATORY



Name:

Designation:

(Please put official stamp)

Format of Bank Guarantee (EMD)

To,

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

Dear Sir,

Sub: Your RFP for “AMC / ATS for CCIL Application”

In response to your invitation to respond to your RFP for **AMC for CCIL Application**, M/s xxxx having their registered office at _____(hereinafter called the 'Vendor') wish to respond to the said Request for Proposal (RFP) for self and other associated vendors and submit the proposal for **AMC / ATS for CCIL Application** and to provide related services as listed in the RFP document.

Whereas the 'Vendor' has submitted the proposal in response to RFP, we, the _____Bank having our Head office _____ hereby irrevocably guarantee an amount of ₹ _____/- (Rupees _____ only) as bid security as required to be submitted by the 'Vendor' 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:

If the Vendor withdraws his proposal during the period of the proposal validity; or

If the Vendor, 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 _____ 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 vendor.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed ₹ _____ (Rupees _____ 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 xxxx.

Yours faithfully,

For and on behalf of

_____ Bank

Authorised official

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



Format of Performance Bank Guarantee (PBG)

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 BANKII) having agreed to exempt M/s xxxx (Name of the vendor Company), a Company incorporated under the Companies Act, 1956 having its registered office at xxxx (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 fulfilment 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. BANK
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 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 to time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.
7. We, [indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) only.
 - b. This Bank Guarantee shall be valid upto and
 - c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (date of expiry of Guarantee including claim period).
8. Dated theday of for [indicate the name of Bank]

Yours faithfully,

For and on behalf of

_____ Bank

Authorised Official

Note:

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