



Request for Proposal (RFP)
For
Supply, Installation and Maintenance of E-Surveillance System at ATM Sites & Branches on Rental Basis

Head Office-2
Department of Information Technology
5th Floor, 3 & 4 DD Block, Sector -1
Salt Lake, Kolkata-700 064

RFP REF NO: UCO/DIT/1802/2016-17 Date: 21/12/2016

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 Supply, Installation and Maintenance of E-Surveillance System at ATM Sites & Branches on Rental Basis. It should not be reused or copied or used either partially or fully in any form.

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

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BID Control Sheet

Tender Reference	UCO/DIT/1802/2016-17 Dated 21.12.2016
Cost of Tender documents	Rs.20,000/- (Twenty Thousand Only)
Date of issue of RFP	21/12/2016
Earnest Money Deposit (EMD)	Rs.25,00,000/- (Twenty Five Lacs only)
Date of commencement of sale of tender document	21/12/2016
Last date for submitting queries for the Pre-bid Meeting	03/01/2017
Pre-Bid meeting /Venue	04/01/2017 at Head Office-2 Department of Information Technology 5th Floor, Conference Room, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064
Last Date and Time for receipts of tender bids	24/01/2017 at 3:00 PM
Opening of technical bids	24/01/2017 at 3:30 PM
Opening of Price Bid	Will be informed subsequently to technically qualified bidders.
Address of Communication	Head Office-2 Department of Information Technology 5th Floor, 3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064
Email address	<u>hodit.calcutta@ucobank.co.in/hosecurity.calcutta@ucobank.co.in</u>
Contact Telephone/Fax Numbers	Tel : 03344558031/7381/9758/9736 Fax : 03344559063
Contact Person	Mr. B Mothilal Assistant General Manager – IT
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

Part –I

1. Introduction

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, and its Department of Information Technology at 3 & 4, DD Block, Sector-1, Salt Lake, Kolkata - 700064, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 3000+ Domestic Branches, four Overseas Branches two each at Singapore & Hong Kong Centres and 2500+ 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 has also installed machines for cash deposit, cheque deposit and passbook printing. The existing Cash Deposit Kiosks, Cheque Deposit Kiosks and Self Service Passbook Printing Kiosks are directly integrated with Bank's Core Banking System.

2. Overview

UCO Bank is inviting applications from bidders to install the latest 5th Generation Alarm Panels, including 2-Way Audio, Video verification and Prevent Crime Proactively before it happens in its ATMs and branches. Also, the proposed solution should have added values like Video House-keeping Monitoring and PIR Based Monitoring from a central location and should have Guard Attendance, CRA (Cash Replacement Agency) attendance and House-keeping attendance facility which can be monitored from a central location. The bank may use this Central Monitoring Solution for any other future site control measures. Bidder may please note that bank would not allow them to use existing communication network of the bank and they have to provide their own VPN network based on GSM or CDMA.

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

Sl. No.	Criteria	Proof of documents to be submitted
1.	Bidder should be a company registered in India with an established setup in India.	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted.

2.	The Bidder should have a minimum annual turnover of Rs 50 crore per year during last three financial years i.e 2013-14, 2014-15 and 2015-16.	Copy of the audited balance sheets of the company showing turnover of the company should be submitted.
3.	The Bidder should be a profit making entities (profit after tax) for the last three years i.e 2013-14, 2014-15 and 2015-16 Or Bidder should have maintained a positive net worth in the last three financial years (2013-14, 2014-15 and 2015-16)	Copy of the audited balance sheets of the company showing profit/loss/net worth of the company for the consecutive last three years should be submitted.
4.	Bidder should be providing CMS (Central Monitoring Systems) for a minimum 500 ATM / Currency Chest / Cash Vault / Bank branches in India as on 30 th November 2016. All documentary evidence should be provided.	Documentary evidence with relevant copies of Purchase Order in the last three years including names of clients with Phone and Fax numbers, E- Mail IDs, etc.
5.	The Bidder should have successfully implemented E-Surveillance Systems in the ATM/ Currency Chest/Cash Vault/Bank Branches of at least 3 Nationalized Banks/Private Sector banks/ NBFCs or similar financial institutions.	The certificate to this effect from the organization should be furnished along with Technical bid. Performance report from the organization along with the quantity of equipment supplied to the organization is to be submitted.
6.	Bidder should be successfully operating CMS (Central Monitoring Systems) for Minimum 3 years till November 2016.	Documentary evidence should be provided.
7.	The bidder should be able to provide 24 x 7 support at all locations where the equipment will be supplied & installed under this bid.	A letter of commitment to this effect should be furnished.
8.	Bidder should not have been debarred/black-listed by any Bank or Financial Institutions in India as on date of RFP submission.	Self-declaration to that effect should be submitted on company letter Head.
9.	The bidder should not have been blacklisted by any Govt. / Govt. agency/PSUs Bank(s)/Financial	An undertaking to this effect must be submitted on company letter head duly signed & stamp.

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

Part –II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS

1. Invitation for Bids

This Request for Proposal (RFP) is to invite proposals from eligible bidders desirous of taking up the Supply, Installation and Maintenance of E-Surveillance System at ATM Sites & Branches on Rental Basis. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

2. Due Diligence

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

3. Tender Document & 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 ₹20,000/- (Rupees Twenty Thousand Only) in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata .

Head Office-2
Department of Information Technology
5th Floor, 3 & 4 DD Block, Sector -1

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 ₹20,000/- (Rupees Twenty 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.

4. 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
Supply, Installation and Maintenance of E-Surveillance System at ATM Sites & Branches on Rental Basis	Rs.25,00,000/-

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 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
- The selected bidder withdraws his tender before furnishing on unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this

tender specification.

e. In case of the successful bidder, if the bidder fails:

- To sign the contract in the form and manner to the satisfaction of UCO BANK
- To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK within the stipulated time period.

5. Rejection of the Bid

The Bid is liable to be rejected if:

- a. The document doesn't bear signature of authorized person on each page signed and duly stamp.
- b. It is received through Telegram/Fax/E-mail.
- c. It is received after expiry of the due date and time stipulated for Bid submission.
- d. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- e. Bidder should comply with all the points mentioned in the RFP. Noncompliance of any point will lead to rejection of the bid.
- f. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

6. Pre Bid Meeting

The queries for the Pre-bid Meeting should be reached in writing or by email on or before the date mentioned in the Bid Control Sheet by e-mail to **hodit.calcutta@ucobank.co.in/hosecurity.calcutta@ucobank.co.in** . It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard.

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

7. Modification and Withdrawal of Bids

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

8. Information Provided

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

9. 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.

10. Confidentiality

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

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

11. Disclaimer

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

12. 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.

13. No Legal Relationship

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

14. Errors and Omissions

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

15. Acceptance of Terms

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

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. RFP Response Validity Period

RFPs response will remain valid and open for evaluation according to their terms for a period of at least **6 months** from the time the RFP response submission process closes.

18. Notification

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

19. Language of Bids

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

20. Single Point of Contact

The selected bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP. The selected Bidder shall provide support services by providing onsite support on next business day, response and resolution at respective sites during contract period after the acceptance of the hardware and software. In case of any failure of hardware or software during the warranty period then the Bidder shall replace such components immediately. In case of failure/ malfunctioning of system the bidder must inform the concerned branch immediately.

21. Normalization of Bids

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

22. Authorized Signatory

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

23. 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. 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.

24. FORMAT FOR TECHNICAL OFFER / TECHNICAL BID

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

- i. Index
- ii. Covering letter (Annexure – A)
- iii. Undertaking to be submitted by authorized signatory in Bidder's letter head stating that the user requirements as per scope of work mentioned in RFP is clearly understood by the bidder. Letter for acceptance and compliance of all the Terms and Conditions of RFP.
- iv. Technical Offer / Technical bid with Specifications (Annexures –B & F)
- v. General Details of the bidder(Annexure –C)
- vi. Copy of Manufacturer's Authorization letter (if applicable) (Annexure – D)
- vii. Letter confirming bid is signed by authorized signatory.
- viii. Valid Bank Draft / Bank Guarantee as EMD.
- ix. Valid Bank Draft as Bid price if tender document is downloaded from Bank's website.
- x. Bidder's Financial Details (audited balance sheets etc.) and other supporting documents, as stipulated in the RFP.
- xi. Copy of this RFP duly signed by the authorized signatory.
- xii. Deed of Indemnity (Annexure-J)
- xiii. Non-Disclosure Agreement (Annexure-M)

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

25. Submission of Offer – Two Bid System

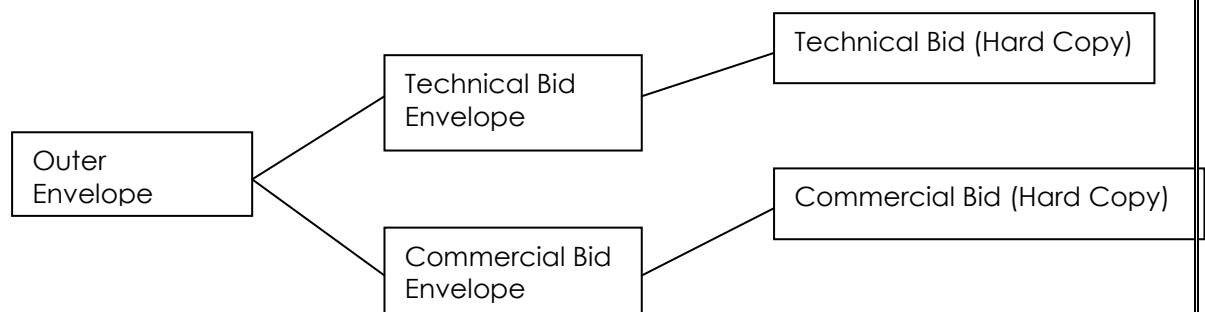
Separate Technical and Commercial Bids duly sealed and superscribed as "Technical bid" and "Commercial bid" respectively should be put in a single sealed outer cover duly sealed and superscribed "Request for Proposal (RFP) For

Supply, Installation and Maintenance of E-Surveillance System at ATM Sites & Branches on Rental Basis" as per bid details given in the RFP ; as per the below mentioned diagram and as per bid details given in the RFP

The bids shall be dropped/submitted at UCO Bank's address given in Bid Detail-Control Sheet Table, on or before the date specified therein. Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the System Integrator or Bidder.

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

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



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

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

Note:

- If the outer cover / envelop are not sealed & superscribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.
- If any inner cover / envelop of a bid is found to contain both technical & commercial bids then that bid will be rejected summarily.
- If any outer envelope is found to contain only the technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.

Part –III: BID OPENING AND EVALUATION CRITERIA

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

TECHNICAL EVALUATION

- a) The proposals will be evaluated in two stages. In the first stage, i.e. Technical Evaluation as mentioned in Annexures – II & VI, 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 – VII.

Bank will finalize the L-1 vendor based on the TCO quoted by the bidder in SI no. 06, Annexure – VII.

PART –IV

SCOPE OF WORK

- 4.1 The Bank is looking for a bidder to install the latest 5th Generation Alarm Panels, including 2-Way Audio, Video verification and Prevent Crime Proactively before it happens in ATMs and branches. Also, the proposed solution should have added values like Video House-keeping monitoring and PIR Based Monitoring from a central location and should have Guard Attendance, CRA (Cash Replacement Agency) attendance and House-keeping attendance facility which can be monitored from a central location. The bank may use this Central Monitoring Solution for any other future site control measures. Bidder may please note that bank would not allow them to use existing communication network of the bank and they have to provide their own VPN network based on GSM or CDMA.
- 4.2 The offer is for supply, installation and maintenance of E- surveillance Systems at banks ATM sites & branches on monthly rental basis for 1500 ATMs and 1000 branches approx in the first phase.
- 4.3 The branches to be covered through E-surveillance will be only those branches having an On-Site ATM, so that the control panel of the ATM is utilised with addition of certain sensors, CCTV cameras, panic switch etc.
- 4.4 The Bidders are expected to supply the required hardware as mentioned in the Bill of Material (BOM) Section, install them and integrate with the Central Monitoring Center at bidder's location. The bidders are required to provide Services as mentioned below:
- Supply and Install all the equipment required for E-Surveillance of ATM sites and selected branches.
 - Integrate the same to the Central Monitoring at bidder's location.
- 4.4 The Bank expects all eligible and qualified bidders to possess CMS (Central monitoring Systems) Center as mentioned in the Requirements of the CMS Infrastructure as mentioned in Annexure VII. Bank at its discretion would make visits to all qualified bidders CMS Centers for a structured walk through and the Bidders should allow bank officials to access as and when desired.
- 4.5 Bidder must provide Service Support offices at all the allotted Circles to them and must provide an undertaking for setting up of the same.
- 4.6 Mobile App will be developed by the selected bidder and same will be provided for selected users of the bank through which e-surveillance could be effectively monitored.

E-Surveillance Monitoring Services

- a. Detection of Intrusion
- b. Detection of unauthorized activity, using motion detectors through PIR (Passive Infrared) sensor from 7 pm to 7 am every day
- c. Video Verification by Viewing video of site on above event
- d. Storing of video centrally for 90 days and locally for 30 days
- e. Use of 2-Way Audio to deter the attempted crime
- f. Phone Call and E-mails to bank official/ other agencies i.e. police, fire brigade on receiving an alert as per mutually agreed procedure
- g. Telephone Escalation to related parties on continuation of crime
- h. Store ticket related notes of conversation with various parties.(1 Month)
- i. Providing mutually agreed reports and bidder is under obligation to provide audio-video footage as per the requirement of the bank



PART-V

1. Order details

The purchase order will be placed by Central Security Department, Head Office in the name of selected bidder as per requirement. The payment will be made by Head Office Central Security Department and the Performance Bank Guarantee for order will be required to be submitted in the same office.

2. Schedule of Implementation

The selected bidder to ensure Supply, Installation and Maintenance of E-Surveillance System at ATM Sites & Branches on Rental Basis as per the 'Broad Scope of Work' mentioned herein above within **45 Days** from the date of issuance of Purchase Order.

3. Compliance with all Applicable Laws

The selected bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/permissions/licenses: The vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the vendor.

All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act,

Provident fund and ESIC facility standard. (Proof of compliance and labour license needs to be submitted along with the quotation).

This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

4. Performance Bank 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 annual hiring cost of all the contracted sites installed with E-surveillance. The Performance Guarantee should be valid for a period of 60 months. 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.

5. Award Of Contract

The bidder who will qualify in the technical evaluation will qualify for the commercial evaluation. The bidders whose Bids have been determined to be responsive and quote least price will be treated as **L1** Bidder. Bank reserves the right to award the contract to more than one bidder provided they are willing to match the bids submitted by the **L1** Bidder.

The bidder, whose commercial offer has been determined as the lowest as per the Annexure G (Commercial Bid), will be named as **L1** and the second lowest will be named as **L2**. The **L2** will be given a chance to match the price with **L1** within 3 (Three) days of communication. In case **L2** agrees and matches the **L1** price, the 2 vendors selected will be awarded the contract. The orders will be distributed between them in the ratio of 65% and 35% (on total requirement basis).

In case, **L2** vendor is not agreeing to match the **L1** price the next lowest will be given a chance to match the **L1** price. This process will be continued till Bank gets the second vendor who agrees to match the prices of **L1**. In case, none of the above vendors is able to match the **L1** price the whole quantity will be ordered to **L1** only.

6. Payment Terms

Rent will be paid monthly after the submission of monthly invoices along with the uptime report. There would be no provision for advance rental payment. Payment of monthly rent will be made after deducting TDS as per Income tax guidelines. Service tax will be paid extra. **No advance payment will be made.**

7. Confidentiality

The VENDOR acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to Bank will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The VENDOR agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to the Bank in divulging the information by the employees of the VENDOR, the bank shall be indemnified. The VENDOR agrees to maintain the confidentiality of the Bank's information after the termination of the agreement also.

The VENDOR / Bank will treat as confidential all data and information about the VENDOR / Bank / Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

8. Paying Authority

- I. The payments as per the Payment Schedule covered hereinabove shall be paid by Central Security Department, Head Office. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc.
- II. Following Documents are to be submitted for Payment:

- Invoice in Triplicate
- Installation Report, counter signed by an authorized official from the delivery site
- Site not ready (SNR) Certificate from concerned branch / regional office (in case site is not ready).

9. Uptime

The bidder shall guarantee an uptime of 99.95% for the hardware equipments which shall be calculated on quarterly basis. The 'Uptime' is equal to total contracted hours in a quarter less Downtime. The 'Downtime' is the time between the time of report by the Bank and time of restoration of service within the contracted hours. 'Restoration' is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same. For SLA purpose a quarter will be treated as 90 days. If the bidder fails to maintain guaranteed uptime on quarterly basis, Bank shall impose penalty. If the uptime is below 98%, the Bank shall have full right to terminate the contract under this RFP.

10. Penalty

- The complete E-surveillance system for ATMs/branches should be delivered and installed and made operational at the identified ATM/ branch within 45 days of acceptance of order. Beyond this, bank shall have the option of cancelling the orders / or invoking Bank Guarantee unless delay is on part of the bank or reasons beyond control of both bidder / bank.
- In case E-surveillance system for ATMs is non-functional for more than 30 min to 04 hrs on any day, then no payment shall be made for that day and this amount shall be deducted on pro-rata basis from the final payment of that month.
- In addition to the above, if the system remains non-functional beyond 04 hrs, as monitored by the bidders centralized monitoring or from lodgement of complaint by the bank, the penalty will be deducted as per the following slab
 - 10% of monthly rentals of failure for 08 Hrs. provided that total penalty in a month should not exceed total monthly rental payable.
 - 25% of monthly rentals of failure beyond 08 Hrs.up to 16 Hrs.
 - 50% of monthly rentals of failure beyond 16 Hrs upto 24 Hrs.
 - 100% of monthly rentals of failure beyond 24 Hrs.
- The penalties referred in clause a, b, c & d above may be recovered from the future rentals and /or by invoking the performance bank guarantee.

- The selected Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- In the event of failure of maintaining the uptime SLA (based on the report mentioned under clause no. 25 above and Warranty terms (Clause 7), In case of vendor failing above standards, a standby arrangement should be provided till the machine is repaired (of equivalent or higher configuration). Down time will be calculated from the time of break-down message over telephone/SMS or by e-mail/fax till the system becomes functional or standby is provided. Public Holidays as declared at the respective centers are excluded for the above downtime calculation.
- Bank may recover such amount of penalty from any payment being released to the vendor, irrespective of the fact whether such payment is relating to this contract or otherwise.
- If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.
- The Bank shall implement all penalty clauses after giving due notice to the bidder.
- 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 / Liquidated Damage for non-performance.

11. Liquidated Damage

Notwithstanding the UCO Bank's right to cancel the order, liquidated damages for late delivery at 1% (One Percent) of the cost of services and product per week will be charged for every weeks delay in the installation of the Solution beyond the stipulated period subject to maximum of 10% of the value of total payout for the first year. Liquidated damages for late commissioning at 1% (One percent) of the order value per week will be charged for every week's delay in commissioning to a maximum of 10% of the value of the order value.

Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.

UCO BANK reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by UCO BANK to the bidder. Liquidated damages will be calculated on per week basis.

12. Force Majeure

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

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics,
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area,

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

13. Contract Period:

The contract period will be initially for a period of 5 years. However, If Bank requires vendor has to provide maintenance/ATS/Support for additional 2 Years.

The performance of the selected bidder shall be reviewed every quarter to ascertain vendor's capability during the period and 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.

14. Service Level Agreement

The selected bidder will be required to sign the Service Level Agreement with the Bank within 15 days of the acceptance of the Purchase Order.

15. 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.

16. Acceptance Testing

The selected bidder in presence of the Bank authorized officials will conduct acceptance test at the site. The test will involve installation and commissioning and successful operation of the hardware, software, communication equipment etc. No additional charges shall be payable by the Bank for carrying out these acceptance tests.

Acceptance of deliverables

Service Provider will provide notice to Bank when deliverables are ready for acceptance. Acceptance of Deliverables will occur upon the date service provider demonstrates to Bank by the successful completion of acceptance tests that the deliverables substantially conform to the acceptance criteria as agreed between Bank and Service provider.

17. Order Cancellation

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.

18. Indemnity

Vendor shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives.

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

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

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

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

- Non-compliance of the vendor with Laws / Governmental Requirements
- IP infringement
- Negligence and misconduct of the Vendor, its employees, and agents

- Breach of any terms of RFP, Representation or Warranty
- Act or omission in performance of service.

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

The vendor shall not indemnify the Bank for

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

19. Publicity

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

20. Privacy & Security Safeguards

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

21. Technological Advancements

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

22. Guarantees

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management of the Supply, Installation and Maintenance of

Mail Messaging System for Central Location scope as defined under this document, are licensed and legal. All hardware and software must be supplied with their original and complete printed documentation.

23. Resolution of Disputes

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

- 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 **Chief Security Officer** of UCO BANK and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

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

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

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

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

24. Exit Option and Contract Re-Negotiation

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

- Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;
- Delay in offering;
- Delay in commissioning project beyond the specified period;
- Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
- Serious discrepancy in project noticed during the testing;
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- Serious discrepancy in completion of project.
- Serious discrepancy in maintenance of project.

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

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

The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.

As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly,

The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.

The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the Selected Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

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

25. Corrupt and Fraudulent Practices

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

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

AND

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

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

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

26. Termination

The Bank shall be entitled to terminate the agreement with the selected bidder at any time by giving **ninety (90) days** prior written notice to the selected bidder.

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

- The Selected bidder breaches its obligations under the scope document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice.
- The Selected bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved. The Selected bidder shall have right to terminate only in the event of winding up of the Bank.

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

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

27. Termination for Insolvency

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

28. Termination of Convenience

The Bank reserves its right to terminate the contract at its own convenience by giving 60 days prior notice in writing to the service provider without assigning

any reasons for such termination and without any cost or compensation therefor.

29. Effect 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 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.

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.

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.

30. Arbitration

All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the construction, meaning and operation, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.

Work under the Contract shall be continued by the Selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due

to payable by the Bank, to the Selected bidder shall be withheld on account of the ongoing arbitration proceedings, if any unless it is the subject matter or one of the subject matters thereof. The venue of the arbitration shall be at KOLKATA, INDIA.

31. 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.

32. Applicable law & Jurisdiction of court

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

33. 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.

34. Limitation of Liability

Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

- a. IP Infringement indemnity.
- b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP.
- c. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

35. Confidentiality/Non-Disclosure

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. Assignment and Sub Contracting

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, sub contracted or otherwise transferred, in whole or in part, by the bidder without the advance written consent of the Bank.

The bidder shall not assign the contract to a third party or permit anyone other than its personnel to perform any of the work, service or other performance required under the contract without the prior written consent of the Bank.

37. 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.

38. 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.

39. Site Visit

Bank reserves the right to conduct site visit/demonstration of the eligible and technically qualified bidders for E-Surveillance at ATM Sites and Branches. The bidder has to arrange for the visits to the site where their E-Surveillance systems have been installed. Based upon the feedback received after site visit, Bank can qualify or disqualify the bidders, Banks decision in this regard will be final and bound to the bidder.



(Tender offer forwarding letter)**Tender Reference No.: UCO/DIT/1802/2016-17 Dated 21/12/2016 Date: XX. XX. 2016**

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

Dear Sir,

Sub: Your RFP for “Supply, Installation and Maintenance of E-Surveillance System at ATM Sites & branches on Rental Basis”

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for “Supply, Installation and Maintenance of E-Surveillance System at ATM Sites & branches on Rental Basis” & Specification of the Bank mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by the bank we undertake to Supply of as per your purchase orders.

In the event of our selection by the Bank for Supply, Printing & Personalisation of Chip Based RuPay EMV Debit Cards & Contactless Cards as per approved Design & Specification of the Bank, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period of 5 (Five) years and 3 (Three) months 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 Rs. 20,000/- (Rupees Twenty Thousands only) as Cost of RFP Document &

2. DD No. dated for Rs. 25,00,000/- (Rupees Twenty Five Lacs only) / BG No. xxxxxx dated _____ as EMD .

Both DDs are issued in favour of UCO Bank
by..... Bank
Branch 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



Technical Specification for e-Surveillance Systems

Sl No.	Items	Bidder's Compliance (Yes / No)
1	On-Line Alarm Panel with TCP/IP communications over secure wireless VPN network.	
2	10 Hours battery backup for Alarm panel.	
3	Removal Sensor - ATM 1, ATM 2 or more (if available), UPS, CCTV 1 (Lobby), CCTV 2 (ATM Back Room), Speaker and MIC, AC blower 1 Removal Sensor - ATM 1, ATM 2 or more (if available), UPS, CCTV 1 (Lobby), CCTV 2 (ATM Back Room), Speaker and MIC, AC blower 1 & 2	
4	Vibration Sensor - ATM 1, ATM 2	
6	Chest Door Contact Sensor - ATM 1, ATM 2 or more (Silent Zone)	
7	Door Open Sensor - ATM Back Room.	
8	Panic / Duress Button	
9	Fire / Smoke Detector	
10	Alarm panel tamper & Alarm panel Enclosure Tamper	
11	The person entering the back room should enter a password within 30 seconds of opening of door of the backroom, else it will be treated as intrusion.	
12	ATM Chest door open should generate an alert if password is not entered within 30 seconds of opening of chest door.	
13	House Keeping Switch, Security Attendance Switch, CRA (Cash Replacement Agency) Attendance Switch (Silent Zone)	
14	Glass Break Detector	
15	Pet Immune Motion Sensor	
16	Power Input Sensor -Mains Input (ON / OFF) (Silent Zone)	
17	Power Output Sensor - UPS Output (ON / OFF) (Silent Zone)	
18	Siren 110db	
19	DVR - onsite 30 days Recording With Redundancy	
20	800 GB SATA Hard Disk for DVR	
21	Analogue IR Camera (Lobby & Back Room)	
	2 Nos Cameras resistant to masking attempts & 1 Hidden camera	
22	Speaker	
23	Microphone	
24	External Antenna for enhancing network signal	
25	SIM based router	
26	Scheduled locking of the main entry door to ATM lobby (For ATMs that are closed in the night)	

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 organisation/BFSI in India specifying the number of Banks and branches

Details of Experience in implementation of similar orders

PSU Organisation/BFSI		
Name of Organisation	Period	
	From	To

N.B. Enclose copies of Purchase Orders as references

Signature of Bidder: _____

Place:

Name: _____

Date:

Business Address: _____

Manufacturer's Authorization Form (MAF)

To,

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

Dear Sir,

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

We hereby extend our guarantee/ warranty and AMC as per terms and conditions of the RFP Noand the contract for the equipment and services offered for supply against this RFP No..... by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No..... in respect of such equipments and services.

Yours Faithfully

Authorised Signatory

(Name:

Phone No.:

Fax:

E-mail:)

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

Checklist of Documents for Eligibility Criteria

Sl. No.	Criteria	Proof of documents to be submitted	Compliance by Bidder (Yes/No)
1.	Bidder should be a company registered in India with an established setup in India.	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted.	
2.	The Bidder should have a minimum annual turnover of Rs 50 crore per year during last three financial years i.e 2013-14, 2014-15 and 2015-16.	Copy of the audited balance sheets of the company showing turnover of the company should be submitted.	
3.	The Bidder should be a profit making entities (profit after tax) for the last three years i.e 2013-14, 2014-15 and 2015-16 Or Bidder should have maintained a positive net worth in the last three financial years (2013-14, 2014-15 and 2015-16)	Copy of the audited balance sheets of the company showing profit/loss/net worth of the company for the consecutive last three years should be submitted.	
4.	Bidder should be providing CMS (Central Monitoring Systems) for a minimum 500 ATM / Currency Chest / Cash Vault / Bank branches in India as on 30 th November 2016. All documentary evidence should be provided.	Documentary evidence with relevant copies of Purchase Order in the last three years including names of clients with Phone and Fax numbers, E- Mail IDs, etc.	
5.	The Bidder should have successfully implemented E-Surveillance Systems in the ATM/ Currency Chest/Cash Vault/Bank Branches of at least 3 Nationalized Banks/Private Sector banks/ NBFCs or similar financial institutions.	The certificate to this effect from the organization should be furnished along with Technical bid. Performance report from the organization along with the quantity of equipment supplied to the organization is to be submitted.	
6.	Bidder should be successfully operating CMS (Central Monitoring Systems) for Minimum 3 years till November	Documentary evidence should be provided.	

	2016.		
7.	The bidder should be able to provide 24 x 7 support at all locations where the equipment will be supplied & installed under this bid.	A letter of commitment to this effect should be furnished.	
8.	Bidder should not have been debarred/black-listed by any Bank or Financial Institutions in India as on date of RFP submission.	Self-declaration to that effect should be submitted on company letter Head.	
9.	The bidder should not have been blacklisted by any Govt. / Govt. agency/PSUs Bank(s)/Financial Institutions in India in the past as on RFP submission date.	An undertaking to this effect must be submitted on company letter head duly signed & stamp.	

Place:

Date:

Signature of Bidder: _____

Name: _____

Business Address: _____



Annexure –F

Functional & Technical Specifications (E-Surveillance Systems)

Envisaged BOM

Sl No.	Items	Bidder's Compliance (Yes / No)
1	On-Line Alarm Panel with TCP/IP communications over secure wireless VPN network.	
2	10 Hours battery backup for Alarm panel.	
3	Removal Sensor - ATM 1, ATM 2 or more (if available), UPS, CCTV 1 (Lobby), CCTV 2 (ATM Back Room), Speaker and MIC, AC blower 1 Removal Sensor - ATM 1, ATM 2 or more (if available), UPS, CCTV 1 (Lobby), CCTV 2 (ATM Back Room), Speaker and MIC, AC blower 1 & 2	
4	Vibration Sensor - ATM 1, ATM 2	
6	Chest Door Contact Sensor - ATM 1, ATM 2 or more (Silent Zone)	
7	Door Open Sensor - ATM Back Room.	
8	Panic / Duress Button	
9	Fire / Smoke Detector	
10	Alarm panel tamper & Alarm panel Enclosure Tamper	
11	The person entering the back room should enter a password within 30 seconds of opening of door of the backroom, else it will be treated as intrusion.	
12	ATM Chest door open should generate an alert if password is not entered within 30 seconds of opening of chest door.	
13	House Keeping Switch, Security, Attendance Switch, CRA (Cash Replacement Agency) Attendance Switch (Silent Zone)	
14	Glass Break Detector	
15	Pet Immune Motion Sensor	
16	Power Input Sensor -Mains Input (ON / OFF) (Silent Zone)	
17	Power Output Sensor - UPS Output (ON / OFF) (Silent Zone)	
18	Siren 110db	
19	DVR - onsite 30 days Recording With Redundancy	
20	800 GB SATA Hard Disk for DVR	
21	Analogue IR Camera (Lobby & Back Room)	
	2 Nos Cameras resistant to masking attempts & 1 Hidden camera	
22	Speaker	
23	Microphone	
24	External Antenna for enhancing network signal	
25	SIM based router	
26	Scheduled locking of the main entry door to ATM lobby (For ATMs that are closed in the night)	

CMS Center Features

The Bank expects the Bidders to provide 24*7*365 ATM Site Monitoring. The bidders are expected to meet certain standard CMS parameters, such that the services are continuous and enough contingencies are built in the system to address any individual system failures.

Sl No.	TCP/IP Networking	Bidder's Compliance (Yes / No)
1	Secure VPN Connectivity at all sites.	
2	Minimum 10 Mbps Back-Haul from Network provider to Central Monitoring Station.	
3	Minimum 10 Mbps Back-Up to Back-Haul with auto switches over.	
4	Central Alarm Monitoring Station Infrastructure Requirements (Bidder Location).	
a	UPS Supply to all systems.	
b	Generator Back-up to Mains Power with auto-Start.	
c	Data Storage on Network Access Storage for high data redundancy.	
5	Central Alarm Monitoring Station Alert Handling Requirement.	
a	Receive alerts on-line from connected Alarm panels System to open a unique ticket for each alert. The report should cover the following aspects: Zone Alert Type Type of alert Date and Time of Alert Location Address Contact details for that site History of the Panel History of the Ticket Snapshot of Sensor Status of all the sensors of that panel on query from CMS	
b	The ticket should have provision to enter details of closure comments	
c	Video Verification - The CM Executive should be able to view videos of the site to ascertain whether it's a false call or there is a security incident in progress.	
d	If no security incident is suspected, the ticket will be closed with appropriate closure comments.	
e	2-Way Audio - If security incident is suspected, the CM Executive should be able to turn on the voice and communicate with the site. CME needs to activate the escalation matrix	

Functional Specifications of CMS

Sl No	Items	Bidder's Compliance (Yes / No)
1	Intimation by SMS, e-Mail and Call Send rule based SMS & Emails based on priority defined for Contact list (Contact list to be defined at the time of signing the SLA) (If ticket is still open in that time) through system without any manual intervention. Call may be made depending on the priority decided after video verification.	
	Zero minute to Priority 1 list	
	After 5 Minutes to Priority 2 List	
	After 10 Minutes to Priority 3 List	
	After 15 Minutes to Priority 4 List	
2	Periodic MIS Reports as per Annexure – VI	
3	Join Incident - The CMS should have the capability to join a live incident that another operator has created and is involved in. By joining the incident, all footage and action are tagged on to the same incident.	
4	Previous Preview Functionality - The Central monitoring station must have a previous preview functionality attached to the ticket where they can view	

	previous videos of the site of last 10 minutes. This is required to get videos even if the burglar has blocked the camera before perpetrating the crime.	
5	CMS should be able to Start the Siren and Stop Siren remotely from Central command	
6	CMS should have the ability to Bypass faulty sensors on-line.	
7	Panel on Test Mode - CMS should have the ability to put a Panel on "Test Mode" on-line. Putting a panel on "Test Mode" must require dual authentication	
8	Keep Alive Message CMS should be able to detect loss of communication from the panel if the Panel stops sending the "Keep Alive" Message.	
9	Central Recording - When the CMS has viewed the site through the ticket to deter a crime, the videos should be recorded centrally to ensure that videos are available forensic purpose even if the burglars destroy the DVR at the site. Whenever the panel door of the DVR storage unit is opened forcibly, the video recording shall be activated at the CMS.	
10	CMS should be able to pull up to 10,000 past events from any site	
11	Centralized Video Pulling - Central Monitoring Station must have the ability to centrally pull videos of previous 15 days. The HDD should be able to be duplicated and a copy given to the bank in a common format as and when called for at no extra cost to the bank.	



Commercial Bid Template

(Amount in Rs.)

SI No	Particulars	Multiplying Factor (A)	Per Month Rent (Rs.) (B)	Tax Type and % age	Tax Amount (c)	Total Cost (D = A*B+C)
1	Per month rental charges for E-Surveillance System for ATM sites including monitoring system. (Rent should be inclusive of all taxes, however service tax will be paid extra).	1500				
2	Per month rental charges for E-Surveillance System for Branches including monitoring system. (Rent should be inclusive of all taxes, however service tax will be paid extra).	1000				
3	Grand Total					

TOTAL COST OF OWNERSHIP (TCO)

Particulars	Amount (In Rs)	Amount (In Words)
Total Cost of Ownership		

Place:**Date:****Authorised Signatory****Name:****Stamp:****Note:**

- 1.L1 Bidder will be determined based upon lowest TCO quoted by the bidder.
- 2.In case of discrepancy between figures and words, the amount in words shall prevail.
- 3.Tax to be paid as per actual.
- 4.Bidder should strictly quote in the format as mentioned above.
- 5.No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.
- 6.Quantity mentioned above is indicative. It may vary as per requirement of Bank.

To,

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

Sir,

Reg.: RFP Ref No. UCO/DIT/1802/2016-17

Date: 21/12/2016

We submit our Bid Document herewith.

We understand that

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

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

Yours faithfully



For.....

(Signature and seal of authorized person)

Place:

Date:

Format of Bank Guarantee (EMD)

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

Dear Sir,

In response to your invitation to respond to your RFP for "Supply, Installation and Maintenance of E-Surveillance System at ATM Sites & branches on Rental Basis" of approved Specification 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 Supply, Installation and Maintenance of E-Surveillance System at ATM Sites & branches on Rental Basis as per approved Specification of the Bank and to provide related services as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of Rs. 25 lacs (Rupees Twenty Five Lacs Only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/invoked:

If the Bidder withdraws his proposal during the period of the proposal validity; or
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:

Our liability under this Bank guarantee shall not exceed Rs. 25 lacs (Rupees Twenty Five Lacs Only).

This Bank guarantee will be valid upto _____; and

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 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 Indemnifier" 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 Indemnifier has
 - A. offered the Supply, Installation and Maintenance of E-Surveillance System at ATM Sites & branches on Rental Basis" 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 Indemnifier 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 Indemnifier, has agreed for getting services from the selected vendor.
3. One of the conditions of the aforesaid Agreement is that the Indemnifier 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 Indemnifier'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 Indemnifier on account of misconduct, omission and negligence by the Indemnifier.
4. In pursuance thereof, the Indemnifier 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 Indemnifier, more particularly described and stated in the aforesaid Agreement/Contract, the Indemnifier do hereby agree and undertake that:-

The Indemnifier 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:

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

1. the Indemnifier 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 Indemnifier further agrees and undertakes that the Indemnifier 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 Indemnifier 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 Indemnifier 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 Indemnifier or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.
5. The obligations of the Indemnifier under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Indemnifier 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 Indemnifier 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 Indemnifier 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 Indemnifier 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. Indemnifier 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 Indemnifier 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 Indemnifier)



Proforma For Performance 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 "Purchaser") having agreed to exempt M/s **(Name of the Selected bidder Company)** a Company incorporated under the Companies Act, 1956 having its registered office at **(Address of the Selected bidder company)** (hereinafter called "SELECTED BIDDER") from the demand, under the terms and conditions of Purchaser's Letter of Intent bearing no.dated issued to the Vendor (hereinafter called "Purchase Order") in pursuance of Request For Proposal no. ----- as modified, of security deposit for the due fulfillment by the VENDOR of the Terms and conditions contained in the Purchase Order, 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 "Bank") at the request of [VENDOR] do hereby undertake to pay to Purchaser an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by Purchaser 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 Purchaser 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 Purchaser 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 have been fully paid and its claims satisfied or discharged or till Purchaser 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 Purchaser that Purchaser 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 Purchaser 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]

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. Bank guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.



PRE CONTRACT INTEGRITY PACT

General

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

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

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

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

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

5. Earnest Money (Security Deposit)

- 5.1 While submitting 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.



NON-DISCLOSURE AGREEMENT**Tender Reference No.: UCO/DIT/1802/2016-17 Dated 21/12/2016 Date: XX. XX. 2016**

We, _____ having Registered Office at _____, hereinafter referred to as the First party, are agreeable to offering Supply, Installation and Maintenance of E-Surveillance System at ATM Sites & Branches on Rental Basis to UCO Bank, having its head office at 10 BTM Sarani, Kolkata - 700 001, hereinafter referred to as Second party and,

WHEREAS, the First Party understands that the information regarding Second party's Implementation of Supply, Installation and Maintenance of E-Surveillance System at ATM Sites & Branches on Rental Basis shared by Second party in their Request for Proposal is confidential and/or proprietary to Second party, and

WHEREAS, the First Party understands that in the course of submission of the offer for the Implementation of Supply, Installation and Maintenance of E-Surveillance System at ATM Sites & Branches on Rental Basis and Services and/or in the aftermath thereof, it may be necessary that the First Party may perform certain jobs/duties on Second party's properties and/or have access to certain plans, documents, approvals or information of Second party;

NOW THEREFORE, in consideration of the foregoing, the First Party agrees to all of the following conditions, in order to induce Second party to grant the First Party specific access to Second party's property/information

The First Party will not publish or disclose to others, nor, use in any services that the First Party performs for others, any confidential or proprietary information belonging to Second party, unless the "(First Party has first obtained Second party's written authorisation to do so;

The First Party agrees that notes, specifications, designs, memoranda and other data shared by Second party or, prepared or produced by the First Party for the purpose of submitting the offer to Second party for the said Financial Inclusion Solution and Services, will not be disclosed to during or subsequent to submission of the offer to Second party, to anyone outside Second party

The First Party shall not, without Second party's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of Second party in connection therewith, to any person(s) other than

those employed/engaged by the First Party for the purpose of submitting the offer to Second party and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Place:

Date:

Authorised Signatory

Name:

Stamp:

