



Request for Proposal (RFP)

For

Empanelment of Aadhaar Enrolment Agency for deployment of Operator in Enrolment Centers under Bank Premises

**UCO Bank Head Office,
Financial Inclusion Department,
6th Floor, 10 BTM Sarani, Kolkata-700 001**

RFP REF NO: HO/FI/03/2017-18

Date: 08/12/2017

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

This document is prepared by UCO Bank for its requirement for Empanelment of Aadhaar Enrolment Agency for deployment of Aadhaar Enrolment Operator to work in Aadhaar Enrolment Centers being set up in identified branches of UCO Bank. It should not be reused or copied or used either partially or fully in any form.

Disclaimer

While the document has been prepared in good faith, no representation or warranty , express or implied, is or will be made, and no responsibility or liability will be accepted by UCO BANK or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by UCO BANK, but an invitation for 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	RFP REF NO: HO/FI/03/2017-18 Date: 08-12-2017
Cost of Tender documents	Rs.10,000/- (Ten Thousand Only)
Date of issue of RFP	08-12-2017
Earnest Money Deposit (EMD)	Rs.5,00,000/- (Five Lacs only)
Date of commencement of sale of tender document	08-12-2017
Last date for submitting queries for the Pre-bid Meeting	14-12-2017
Pre-Bid meeting /Venue	Response to the queries shall be submitted on the website of the Bank.
Last Date and Time for receipts of tender bids	29-12-2017
Opening of technical bids	29-12-2017
Opening of Price Bid	Will be informed subsequently to technically qualified bidders.
Address of Communication	UCO Bank, Head Office, Financial Inclusion Department, 6th Floor, 10 BTM Sarani, Kolkata-700 001
Email address	ho.fi@ucobank.co.in
Contact Telephone/Fax Numbers	Tel : 033-4455-7718 /7720/ 7879
Contact Person	Mr. Pranay Kumar Deputy General Manager
Bids to be submitted	Tender box placed at: UCO BANK, Head Office, Financial Inclusion Department, 6th Floor, 10 BTM Sarani, Kolkata-700 001.

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 on that day. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason, whatsoever, 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 Financial Inclusion Department at , 10, B.T.M. Sarani, Kolkata-700001, hereinafter called “the Bank”, is one of the leading public sector Banks in India having more than 3000+ Domestic Branches, four Overseas Branches two each at Singapore & Hong Kong Centres and 2700+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle (Ver. 7.0.25) as a Core Banking Solution.

2. Overview

UCO Bank intends to empanel Aadhaar Enrolment Agency from the list of Agencies empanelled by UIDAI as EA, for deployment of Enrolment Operator cum Supervisor to work in Aadhaar Enrolment Centres under premises of the Bank (and/or its sponsored RRBs). The purpose of the RFP is to seek a proposal from prospective bidders for hiring of trained manpower (in form of Operator cum Supervisor) as per UIDAI guidelines for bank's AADHAAR Enrolment centres along with facility management services comprising of crowd management, training and help desks at enrolment centre level and central level for addressing resident enrolment processes on OPEX model of deployment. At present 300 enrolment centres identified by Bank are to be covered in this requirement. Enrolment Centres in state of Assam and Meghalaya will be identified in second phase. However, Bidder emerged through this process has to cover those centres as well after getting advice from the Bank. Additionally our two sponsored RRBs Paschim Banga Gramin Bank and Bihar Gramin Bank may also engage the successful bidder emerged through this process for deployment in their respective 60 Centres (23 in Bengal and 37 in Bihar) on same terms and conditions as applicable in case of UCO Bank.

This Request for Proposal has been published to invite and engage capable vendors to implement bank's stated requirements as mentioned in the Scope of Work. The Bank is seeking an experienced and capable vendor who can fulfil the same as per the guidelines of UIDAI and Bank issued from time to time and to provide hired manpower on OPEX cost to bank. It may however be noted that the hired manpower through this RFP process, selected bidder(s) or any of its employees shall not bear an employer-employee relationship with Bank. Bidders who do not have a proven capability in UIDAI Aadhaar Enrolment Centre management need not to apply.

3. Eligibility Criteria

Only those Bidders, who fulfill all the following criteria, are eligible to respond to the RFP. Offers received from the bidders not fulfilling the eligibility criteria mentioned herein

below are liable to be rejected. In case applied by the bidder without satisfying all the Eligibility Criteria, the application will be rejected forthwith without assigning any reason whatsoever and without any cost or compensation there for at any stage of the process.

Sl. No.	Criteria	Proof of documents to be submitted
1.	Bidder should be a company registered in India with an established setup in India and should not be a subsidiary of a foreign company.	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted.
2.	Bidder should be presently empanelled by UIDAI as enrolment agencies at the date of application and have done satisfactory enrolment/ updation works & having presence across pan India.	Copy of authorization/ empanelment letter from UIDAI. Copy of Organizational structure and support structure is to be enclosed.
3.	Bidder should have following minimum capabilities as per UIDAI norms and as on date of application: a. Minimum technical capability should be of tier T1 . b. Minimum financial capability should be of tier F2 .	Relevant proof/ undertaking of capability should be provided.
4.	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. Please refer as per the format of Annexure – “G” .
5.	The bidder should have been empanelled by any PSUs Bank(s) in India for Aadhaar Enrolment Agency related work.	Copy of Engagement letter to be attached.
6.	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.	As per Annexure - H

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 project for Empanelment of Aadhaar Enrolment Agency for deployment of Aadhaar Enrolment Operator to work in Aadhaar Enrolment Centers being set up in identified branches of UCO Bank. 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

The tender document may be downloaded from the bank's official website www.ucobank.com. The bidder downloading the tender document from the website is required to submit a non-refundable fee of **Rs. 10,000/- (Rupees Ten Thousand Only)** in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata, at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

Bidder has to provide the above details with the tender document. Non-compliance of this may lead to the rejection of the bid submitted by the bidder without assigning any reason(s).

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 Bidder or Bidders or any obligation to inform the 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, issued by a Scheduled Commercial Bank other than UCO Bank, valid for a period of 180 days in favour of **UCO Bank payable at Kolkata** for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
Selection of Vendor for Empanelment of Aadhaar Enrolment Agency for deployment of Operator in Enrolment Centers under Bank Premises.	Rs. 5,00,000/-

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:

- a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. The selected bidder withdraws his tender before furnishing on unconditional and irrevocable Performance Bank Guarantee.
- d. 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 within the time as specified by the Bank; and/or
 - 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 by the Bank without assigning any reasons and without any cost/compensation there for if:

- a. The document doesn't bear signature of authorized person on each page 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. The bidder submits incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP).
- e. The Bidder fails to comply with any of the points mentioned in the RFP.
- 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 ho.fi@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 acknowledged/ entertained. Response to the query shall be submitted on the website of the Bank. No separate Pre Bid Meeting shall be hold.

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 of RFP Document

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 Service Level 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. 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.

21. 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.**

22. SUBMISSION OF OFFER – TWO BID SYSTEM

Separate Technical and Commercial Bids along with the soft copies duly sealed and super scribed as “Technical Bid” and “Commercial Bid” respectively should be put in a single sealed outer cover duly sealed and super-scribed **“Empanelment of Aadhaar Enrolment Agency for deployment of Operator in Enrolment Centers under Bank Premises– (Technical Bid)”** and **“Empanelment of Aadhaar Enrolment Agency for deployment of Operator in Enrolment Centers under Bank Premises– (Commercial Bid)”** shall be submitted as per bid details given in the RFP.

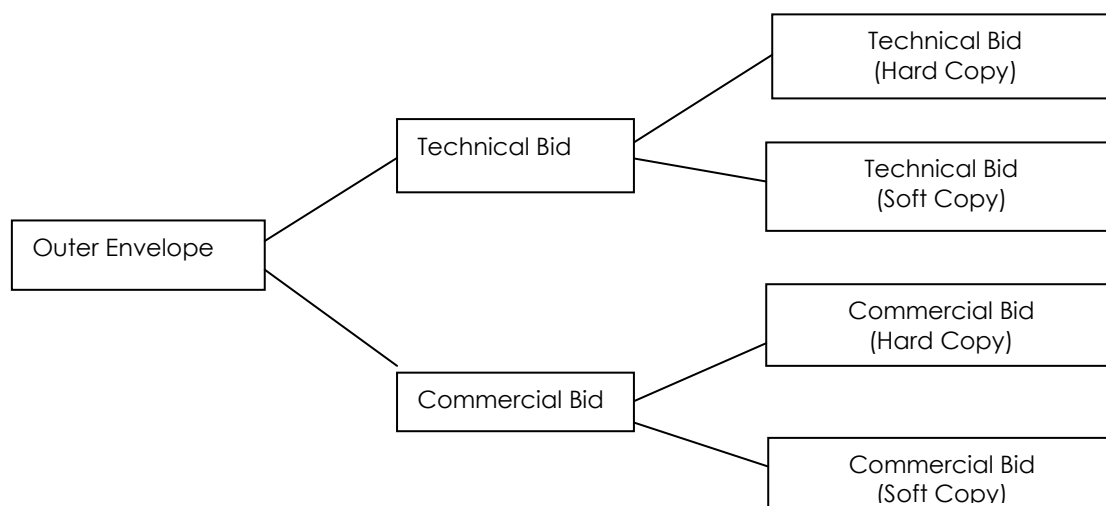
Sealed separate envelopes carrying Technical Bid and Commercial Bid along with the soft copies should be kept in a single sealed outer cover duly sealed and super-scribed **“Empanelment of Aadhaar Enrolment Agency for deployment of Operator in Enrolment Centers under Bank Premises”** as per the below mentioned diagram and as per bid details given in the RFP.

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

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

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

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



The Eligibility/Technical Offer should be complete in all respects and contain all information asked for, in the exact format of eligibility / technical specifications given in the RFP, **except prices**. The Eligibility / Techno functional offer must not contain any price information. UCO BANK, at its sole discretion, may not evaluate a Technical Offer

in case of non-submission or partial submission of technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

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

Note:

- If the outer cover / envelop are not sealed & super scribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.
- If any inner cover / envelop of a bid is found to contain both Eligibility/ Technical & Commercial Bids then that bid will be rejected summarily.
- If any outer envelope is found to contain only the technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
- The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders.
- Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

23. Documents constituting the Bid

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

- a. Table of Contents (Index)
- b. Tender Forwarding Letter (Annexure – A)
- c. Compliance to Eligibility Criteria (Annexure – B) - Along with all required documentary evidence.
- d. Techno Functional Compliance (Annexure - C)
- e. Bidder Details (Annexure-D)
- f. Earnest Money Deposit Format (Annexure-E)
- g. Commercial Format (Annexure-F)
- h. Undertaking to be given by the bidders. (Annexure -G)
- i. Declaration-Cum-Undertaking. (Annexure H)
- j. Letter of Indemnity (Annexure-I)
- k. Performance Bank Guarantee (Annexure-J)
- l. Pre Contract Integrity Pact(Annexure-K)

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

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

Part –III: BID OPENING AND EVALUATION CRITERIA

There would be Three (3) stages for evaluation process.

The Stages are:

- I) Eligibility Criteria Evaluation
- II) Technical Evaluation
- III) Commercial Evaluation

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.

1. Eligibility Evaluation:

The Eligibility would be evaluated first for the participating bidders. The bidders, who would qualify all Eligibility Criteria as mentioned in **Part-1, Clause 3**, will be shortlisted for the Technical bid evaluation.

2. Technical Evaluation:

2.1 A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening. 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.

2.2. Technical bid evaluation methodology that UCO Bank would adopt is given below:

- a. The functional and technical requirements are in a form of a table which is given as **Annexure C**, which contains the required functionality features.
- b. The Bidder should provide their response either Yes or No to the questionnaire in the column "Response". If any further relevant detail in response is required then it can be mentioned lucidly.

2.3 The Technical Bid / Scope of the Work submitted by the Bidder will be evaluated based on the terms and conditions of the RFP. Detailed technical evaluation will include, scrutiny of company profile and technical information submitted as per format (**Annexure C**),. The Bidder may highlight the noteworthy/superior features of their offer. The Bidder will demonstrate/substantiate all or a few of the claims made in the Technical Bid to the satisfaction of the UCO Bank.

2.4 The various parameters for technical evaluation and their weightages are given in the table below. At the sole discretion and determination of the UCO Bank, Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

SL. No	Particulars	Maximum Marks	Scoring Mechanism
Product Capability			
1	Functional / Technical / Architectural Specifications as per Annexure C .	100	Bidder shall give their response against each line item with any one of the response. The scores will be allocated based on the scrutiny/observations by the Bank with respect to fulfillment of the criteria based on the scope of work and technical and bidder experience.
Total		100	

Technical bids of the bidders will be evaluated and based on the bidder's response technical scores of the bidders would be arrived.

Bidder's securing 100 marks will be shortlisted for Commercial Bid Evaluation. There will be no weightage of technical score in commercial evaluation process.

3. Commercial Evaluation

The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in **Annexure F**. The commercial offer should consist of comprehensive Cost for required solution/service. Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid.

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 "F"**.

Bank will finalize the L-1 vendor based on the TCO quoted by the bidder in **Annexure "F"**.

- Splitting of Order - L2 & L3 Bidders, ready to work on L1 price discovered through tendering process, may also be empanelled by the Bank.
- The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.

- c. In case there is a variation in value between numbers and words; the value mentioned in words would be considered.
- d. The Bidder needs to provide Unit costs for components and services; unit rates with applicable taxes would be considered for the TCO purposes.
- e. In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

PART –IV

SCOPE OF WORK

1. Overview

Bank intends to engage UIDAI empanelled Enrolment Agencies with presence across the nation and with proven expertise in undertaking demographic and biometric data collection for enrolment of residents. Bank intends to hire trained manpower through a selected bidder for AADHAAR Enrolment Centres at Bank's identified premises on OPEX model. Besides the manpower requirement the Bank also intends that the selected bidder provide Facility Management Services like Help Desk and Crowd Management in the said reference.

2. Functional Requirements

Key Capabilities required to be fulfilled by the selected bidder:

1. The bidder must be a UIDAI empanelled agency and must have presence across India. The bidder must also have proven track record and proof of same should be provided.
2. The bidder has to provide trained manpower to man AADHAAR enrolment centres of the Bank in selected branches and across the nation and for our 2 sponsored RRBs as well (if engaged by them)
3. Operator shall work from the Premises (Branches) as per business hour/ working hour advised by the Bank. In some circumstances mobile Enrolment Centre may also be required to operate during camps etc. Operator may also be asked to run the centre on holidays/ Sunday in case of requirement.
4. The bidder has to hire, train, certify and verify the manpower before deployment of the same to Bank. The sole responsibility of manpower shall be borne by the selected bidder.
5. Bidder has to ensure strict compliance of Aadhaar Act and other Enrolment related guidelines issued by the UIDAI from time to time. Keeping the Operator informed and updated with latest guidelines is sole responsibility of the Bidder.
6. Bidder has to ensure proper functioning of each Enrolment Centre allotted to him with timely submission of Enrolment Data, push of packets on SFTP managing MIS and reporting to Bank as required.
7. The bidder shall also provide necessary expertise to Bank in establishment of AADHAAR enrolment centres.
8. Bank will provide Aadhaar Enrolment Kit to the operator engaged by the bidder for the centre establishment by Bank and the enrolment agency code. However the bidder should impart knowledge and expertise in supplied manpower regarding the hardware maintenance and technical issues with UIDAI portal. The bidder may also be capable to address the same issues through facility management centres.
9. The bidder shall impart knowledge of all relevant document and processes of UIDAI for enrolment agency and shall also be responsible for upgrading the

knowledge base of manpower as and when such is notified by UIDAI. The bidder shall also have to inform Bank of any changes notified by UIDAI.

10. The bidder has to also verify the credentials of manpower and retain the same till the termination of Project.

11. Performance of the Agency shall be reviewed half yearly and in case of unsatisfactory performance Bank shall be entitled to terminate the contract on its sole discretion without assigning any reason.

Regulatory/Compliance Requirements

1. The bidder has to comply with all existing regulatory guidelines.
2. Engagement of Manpower is solely responsibility of the Agency empanelled by the Bank. Compliance with all statutory requirements including minimum wages/ labour law will be sole responsibility of the bidder.

PART-V

1. Order details

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

Purchase Order and Payments for Centres in our Sponsored RRBs shall be made by respective Bank separately.

2. Schedule of Implementation

The selected bidder to Empanelment of Aadhaar Enrolment Agency for deployment of Aadhaar Enrolment Operator to work in Aadhaar Enrolment Centers being set up in identified branches of UCO Bank as per the 'Broad Scope of Work' mentioned herein above within 2 weeks 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 selected bidder 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.

All the employees/operator deployed by the selected bidder for the Aadhaar Enrolment activity must comply with Minimum Wages Act, Contract Labour Act, Provident Fund & ESIC facility standard and/or any other Laws, Rules, Regulations, Bye laws, Notifications etc. (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. Delivery, Installation and commissioning

4.1 Selected bidder shall complete deployment of Operators in all the centers allotted to them, as mentioned in the Scope of Work within 2 weeks from the date of issue of Purchase Order.

4.2 If however, the delay is caused by any action pending from the Bank end, the corresponding period will not be considered while calculation of delay period.

5. Uptime

Service Providers should maintain 98% uptime i.e. Center shall be up and running for all working days. If operator is unable to work / open the centre due to any reason Agency has to arrange for replacement. Centre uptime shall be calculated on quarterly basis. Any Enrolment Centre shall not remain inoperative for more than 3 working days in any month.

6. 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.

7. Modification of Order :

Bank reserves its rights to modify (i.e., addition and reduction) the Purchase/Work Order as per its requirement and the payment for such addition /reduction would be determined on pro rata basis or on mutual consent of the parties.

8. Training

The Bidder shall have to arrange to train the Aadhaar Enrolment Operators/bank personnel/officials to handle the Aadhaar Enrolment Centres of the Bank at their cost and expenses, if required.

9. Performance Bank Guarantee

The successful bidder shall be required to provide a Bank Guarantee for 10% of the Total Order Value issued by any scheduled commercial bank (other than UCO Bank) valid for **60 months plus 3 months claim period** indemnifying the Bank from any loss, damages, etc. as per the format of **Annexure – J** The bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level Agreement (SLA). **Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.**

The Performance Bank Guarantee shall act as a security deposit and Bank has the right to invoke the PBG for any non-compliance of the terms & conditions of this RFP or the Service Level Agreement (SLA) to be executed between the selected bidder and the Bank at any point of time without prejudice to its other rights and remedies available under the Service Level Agreement (SLA) and/or the Law (s) for the time being in force. In case the contract period is extended by the Bank, the selected bidder shall be responsible to extend the validity period and claim period of the Performance Bank Guarantee.

10. Payment Terms

Bidder will have to submit monthly invoice to the FI Department, Head Office, UCO Bank, 10 BTM Sarani, Kolkata – 700001 along with proof of activation of centre and report of activities carried out by the Operator in each centre.

Payment will be released by the Bank after deduction of applicable taxes at source of the agreed payment to the bidder (for which contract will be executed) in stages on completion of the project in the scope of services under the RFP. No advance payment will be made. Further, it may be noted that the criteria mentioned above is only for the purpose of effecting agreed price payment. Selected Vendor has to maintain current account with the Bank for payment of monthly commission.

Apart from the amount payable by the Bank to the selected bidder for the Scope of Work as given in the RFP (which is inclusive of all charges, GST & other taxes, etc.), the Bank shall not pay any extra taxes or amounts.

Bank will release payment within 30 working days from the date of receipt of invoice. In case of Dispute/s, payment will be made within 15 working days of resolution of dispute/s. No penal Interest will be paid for delayed payment.

11. Paying Authority

The payments as per the Payment Schedule covered herein above shall be paid by Financial Inclusion Department, UCO Bank, Head Office- Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc.

12. Penalty

Bank will have right to recover any opportunity loss or monetary loss incurred by the Bank due to non-functioning or malfunction on part of bidder.

The penalty may be recovered from project cost/AMC cost/BG as per discretion of the Bank.

Sl. No	Description of Work	Turn Around time (TAT)/Service Level	Penalty
1	Project Execution/ implementation	Deployment of operators: 2 Weeks:	Actual Penalty imposed by UIDAI/ other statutory agency
2	Uptime requirement	98% quarterly basis	Actual Penalty imposed by UIDAI/ other statutory agency
3	Other malfunction/ error/ non compliance by Bidder	As per applicable guidelines of UIDAI	Actual Penalty imposed by UIDAI/ other statutory agency

13. Liquidated Damage

Notwithstanding The Bank's right to cancel the order and/or to terminate the Service Level Agreement, liquidated damages at 0.5% (Half percent) of the contract price per week will be charged for every week's delay in the specified delivery schedule. The Liquidated Damages including Service Level Penalties would be subject to a maximum of 10% of the total project cost. The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder or by invoking the Performance Bank Guarantee.

14. Contract Period:

The tenure of the Contract will be for a period of 5 (Five) years effective from the date of execution of the **Service Level Agreement (SLA)** unless terminated earlier by the Bank by serving 30 (Thirty) days prior notice in writing to the selected bidder

at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of 5 (Five) years, the contract may be extended/renewed for such further period as would be decided by the Bank on the same terms and conditions as mentioned herein.

The performance of the selected bidder shall be reviewed every six month and in the event of non-satisfactory performance the Bank reserves the right to terminate the contract at its sole discretion by giving 30 (Thirty) days notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.

15. Service Level Agreement

The selected bidder will be required to sign the Service Level Agreement (Format whereof is to be supplied by the Bank) with the Bank within 15 days of the acceptance of the LOI. The failure, delay or evasion on the part of the successful bidder to execute the Service Level Agreement within the period mentioned will entitle the Bank to forfeit the Earnest Money deposited by the successful bidder, without further notice to the successful bidder. Further, the failure, delay or evasion on the part of the successful bidder to commence project within 15 days from the date of execution of the Service Level Agreement will result in termination of the Contract and invocation of the Bank Guarantee by the Bank without prejudice to its other rights and remedies available under the Service Level Agreement and/or Law(s) for the time being in force.

16. Confidentiality

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

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

The successful Bidder is required to execute a Non Disclosure Agreement with the

bank (as per bank's format to be supplied) before or at the time of execution of the Service Level Agreement (SLA).

17. 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.

18. 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.

19. 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.

20. Non-Assignment:

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

21. Indemnity

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

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

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

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

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

22. Guarantees

Selected bidder should guarantee that all the operators / supervisors deployed under this project trained certified and eligible to work as Aadhaar Enrolment Operator cum Supervisor as per UIDAI guidelines.

23. 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.

24. Order Cancellation (Termination)

UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 60 (Sixty) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -

- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
- b) The selected bidder goes into liquidation, voluntarily or otherwise.
- c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.

- d) An attachment is levied or continues to be levied for a period of seven days or more on the bidder.
- e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- f) Deductions on account of liquidated damages/penalty exceed more than 10% of the total work order.
- g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.
- h) In case the selected bidder- (i) has a winding up order passed 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) has been declared insolvent by a court of competent jurisdiction; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
- i) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.
- j) UCO BANK reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

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

25. Consequences of termination

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

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

rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

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

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

26. Resolution of Disputes

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

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between General Manager (Financial Inclusion) of UCO BANK and the Authorized Official of the selected Bidder. The matter shall then be resolved between them and the agreed course of action shall be documented within a further period of 15 days.

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

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 30 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

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

The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue

to render the Service/s in accordance with the provisions of the Contract/ Service Level Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

27. Reverse Transition Mechanism

The Selected bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

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 and maintenance.

Same terms (including payment terms) which were applicable during the term of the contract/ purchase order should be applicable for reverse transition services.

The selected bidder agrees that after completion of the Term or upon earlier termination of the assignment the selected bidder shall, if required by the Bank, continue to provide maintenance services to the Bank at no less favorable terms than those contained in this scope document. In case the bank wants to continue with the selected bidder's services after the completion of this contract/ purchase order then the selected bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.

The Bank shall make such prorated payment for services rendered by the selected bidder and accepted by the Bank at the sole discretion of the Bank in the event of clause of termination, provided that the Selected bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be applicable to selected Bidder. There shall be no termination compensation payable to the selected bidder.

Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the selected bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision Selected Bidder hereof which is expressly intended to come into force or continue in force on or after such termination.

28. Applicable law & Jurisdiction of court

Service Level Agreement 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).

29. 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.

ANNEXURE –A

(Tender offer forwarding letter)

Tender Ref. No.: HO/FI/03/2017-18

Date: 08/12/2017

To

**The Deputy General Manager
Financial Inclusion
UCO Bank, Head Office
6th Floor, 10 BTM Sarani
Kolkata - 700001**

Dear Sir,

Sub: Your RFP for “Empanelment of Aadhaar Enrolment Agency for deployment of Operator in Enrolment Centers under Bank Premises.”

RFP Ref No. HO/FI/03/2017-18 Dated 08/12/2017

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 **Empanelment of Aadhaar Enrolment Agency for deployment of Operator in Enrolment Centers under Bank Premises of UCO Bank** and will be Providing Services 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 **Empanelment of Aadhaar Enrolment Agency for deployment of Operator in Enrolment Centers under Bank Premises of UCO Bank** and Provide Services as per your purchase orders.

In the event of our selection by The Bank for **Empanelment of Aadhaar Enrolment Agency for deployment of Operator in Enrolment Centers under Bank Premises of UCO Bank**, we will submit a Performance Guarantee for a sum equivalent to 10% of the order value to be valid for a period of 60 months (60+3 months claim period), in favour of **UCO BANK** effective from the month of execution of Service Level Agreement or successful go live whichever is earlier.

We agree to abide by the terms and conditions of this tender and our offer shall remain valid 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 also certify that we have not been blacklisted by any PSU Bank/IBA/RBI during the last five years and also at the time of bid submission.

We enclose the following Demand Drafts/Pay Orders:

1. DD No. _____ dated _____ for **Rs 10,000/- (Rupees Ten Thousand Only)** as Cost of RFP Document &

2. BG No. _____ dated _____ for **Rs 5,00,000/- (Rupees Five Lacs only)** as EMD.

Both DDs are issued in favour of **UCO BANK** by.....Bank
..... Branch payable at Kolkata.

Dated this __ day of ____ 2017

Signature: _____

(In the Capacity of) _____

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

Annexure-B

Eligibility Criteria Compliance

Sl. No.	Criteria	Proof of documents to be submitted
1.	Bidder should be a company registered in India with an established setup in India and should not be a subsidiary of a foreign company.	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted.
2.	Bidder should be presently empanelled by UIDAI as enrolment agencies at the date of application and have done satisfactory enrolment/ updation works	Copy of authorization/ empanelment letter from UIDAI. Copy of Organizational structure and

	& having presence across pan India.	support structure is to be enclosed.
3.	Bidder should have following minimum capabilities as per UIDAI norms and as on date of application: c. Minimum technical capability should be of tier T1 . d. Minimum financial capability should be of tier F2 .	Relevant proof/ undertaking of capability should be provided.
4.	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. Please refer as per the format of Annexure – “G” .
5.	The bidder should have been empanelled by any PSUs Bank(s) in India for Aadhaar Enrolment Agency related work.	Copy of Engagement letter to be attached.
6.	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.	As per Annexure - H

Annexure-C

Techno-Functional Compliance of the Bidders

Sl. No.	Techno-Functional Specification	Bidders Response (Y/N Only *)
1.	Selected bidder should possess relevant infrastructure, knowledge and necessary permissions according to prevailing rules and law for hiring of skilled manpower. The bidder is required to hire and provide manpower to Bank as per requirement and the same should not be construed by hired personnel as employer-employee relationship with Bank.	
2	Selected bidder should possess relevant infrastructure and	

	<p>knowledge to:</p> <ul style="list-style-type: none"> a) Hire manpower required to operate as per operator as per UIDAI requirements, b) Supervise and carry on hiring process, c) verification of hired personnel before deployment of same to Bank, d) train and certify the hired personnel for enrolment process of UIDAI as per UIDAI norms and processes, e) deployment of hired personnel to Bank's identified branches. f) supervise the hired personnel and provide the information/report on same in frequent and detailed basis to Bank. 	
3.	Selected Bidder is required to maintain the detailed and verified credentials of the hire personnel/manpower and should be able to reproduce the same in electronic form (soft copy) and in original form (hard copy)	
4.	Selected Bidder should possess infrastructure to address technical issues in Bank's equipment, data communication and Portal Management of UIDAI.	
5.	Selected bidder should be able to provide robust backup services for data as per industry standards.	
6.	Selected bidder should assist the Bank in setting up of enrolment centers within identified Bank premises.	
7.	Selected Bidder is to implement a help desk at enrolment center for crowd management and resident grievances.	
8.	Selected bidder shall Capture Biometric, Demographic data for Enrolment / Update, data transfer to UIDAI by ensuring data Privacy and Security.	
9.	Selected bidder has to maintain a document management system as per UIDAI norms.	

Signature and Seal of Company

Annexure-D

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			
Profit after Tax			

N.B. Enclose copies of Audited Balance Sheets along with enclosures

C. Proposed Service details in brief

- Description of service :
- Details of similar service provided to PSU organization/BFSI in India specifying the number of Banks and branches

Details of Experience in implementation of similar orders

PSU Organization/BFSI		
Name of Organization	Period	
	From	To

N.B. Enclose copies of Purchase Orders as references

Signature of Bidder: _____

Place: _____ Name: _____

Date: _____ Business Address: _____

Format of Bank Guarantee (EMD)

To,

The Deputy General Manager
Financial Inclusion
UCO Bank, Head Office
6th Floor, 10 BTM Sarani
Kolkata -700001

Dear Sir,

In response to your invitation to respond to your RFP for Empanelment of Aadhaar Enrolment Agency for deployment of Operator in Enrolment Centers under Bank Premises of UCO 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 related services as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our Head Office _____ hereby irrevocably guarantee an amount of **Rs. 5 Lacs (Rupees Five Lacs Only)** as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

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

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on demand to UCO BANK the said amount of Rupees Twenty Lacs without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by UCO BANK which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed **Rs. 5.00 Lacs only** (Rupees Five Lacs Only).
2. This Bank guarantee will be valid up to _____; and

3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before_____.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this _____day of _____at _____.

Yours faithfully,

For and on behalf of

_____ Bank

Authorised Official

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



Commercial Format

Particular	No. of proposed Bank Branches for enrolment center	Cost per center per month	Applicable Taxes per center per month in (%)	Applicable Taxes per center per month in Rs	Total Cost Per Centre
		A	B	C	D = A+C
Fixed Cost (Per Centre)	300				

Total Cost Per Centre in Words :

Place:

Date:

Authorised Signatory

Name:

Stamp:



Undertaking by the Bidder

To

**The Deputy General Manager
Financial Inclusion Department
UCO Bank, Head Office
10 BTM SARANI, KOLKATA -700001**

Dear Sir(s),

Sub: Selection of Vendor for Empanelment of Aadhaar Enrolment Agency for deployment of Operator in Enrolment Centers under Bank Premises.

“RFP REF NO: HO/FI/03/2017-18 Date: 08/12/2017”

- a) We, M/s _____, the undersigned, hereby confirm that we have read and understand the eligibility criteria and fulfill the same.
- b) We further confirm that all the information as per requirement of the Bank have been included in our bid.
- c) Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- d) We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.

(Signature and the capacity of the person duly authorized to sign the bid for and on behalf of)

DECLARATION-CUM-UNDERTAKING

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

To

**The Deputy General Manager
Financial Inclusion Department
UCO Bank, Head Office
10 BTM SARANI, KOLKATA -700001**

Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements

In consideration of UCO Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the RFP including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

Dated this _____ day of _____, 20 _____ .

Place:

For M/s.

.....

[Seal and Signature(s) of the Authorised Signatory (s)]

State / Zone wise List of Centres

State	Zone	No. of Centers
ANDHRA PRADESH		3
	HYDERABAD	3
BIHAR		40
	BEGUSARAI	10
	BHAGALPUR	10
	PATNA	20
CHANDIGARH		2
	CHANDIGARH	2
CHHATTISGARH		10
	RAIPUR	10
DELHI		5
	NEW DELHI	5
GUJARAT		15
	AHMEDABAD	10
	SURAT	5
HARYANA		6
	CHANDIGARH	1
	HARYANA	5
HIMACHAL PRADESH		11
	DHARAMSHALA	7
	SHIMLA	4
JHARKHAND		4
	RANCHI	4
KARNATAKA		5
	BANGALORE	5
KERALA		3
	ERNAKULAM	3
MADHYA PRADESH		30
	BHOPAL	19
	INDORE	11
MAHARASHTRA		12
	MUMBAI	3
	NAGPUR	5
	PUNE	4
ODISHA		31
	BALASORE	8
	BHUBANESWAR	11
	SAMBALPUR	12
PUNJAB		5
	CHANDIGARH	2
	JALANDHAR	3
RAJASTHAN		14

	AJMER	5
	JAIPUR	4
	JODHPUR	5
TAMIL NADU		16
	CHENNAI	6
	COIMBATORE	10
TELENGANA		8
	HYDERABAD	8
TRIPURA		4
	AGARTALA	4
UTTAR PRADESH		31
	KANPUR	6
	LUCKNOW	7
	MEERUT	8
	NEW DELHI	2
	VARANASI	8
UTTARAKHAND		10
	DEHRADUN	10
WEST BENGAL		35
	BURDWAN	8
	HOOGHLY	7
	KOLKATA	3
	SALT LAKE	10
	SURI	7
Grand Total		300

Tentative Centres for Sponsored RRBs

Sl	Name of RRB	State	No. of Centres
1	Bihar Gramin Bank	Bihar	37
2	Paschim Banga Gramin Bank	West Bengal	23

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).

12. Dated the day of for [Indicate the name of Bank]
13.

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.
1. 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
(To be stamped as per the Stamp Law of the Respective State)

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

2. 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 five 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)

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee, issued by a Scheduled Commercial Bank other than UCO Bank, valid for a period of 180 days in favour of **UCO Bank payable at Kolkata** for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
Selection of Vendor for Empanelment of Aadhaar Enrolment Agency for deployment of Operator in Enrolment Centers under Bank Premises.	Rs. 5,00,000/-

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:

- f. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- g. 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
- h. The selected bidder withdraws his tender before furnishing on unconditional and irrevocable Performance Bank Guarantee.
- i. The bidder violates any of the provisions of the terms and conditions of this tender specification.
- j. 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 within the time as specified by the Bank; and/or
 - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK within the stipulated time period.

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 services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar services 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.