

# **Request for Proposal (RFP) For Implementation of e-Surveillance Systems at ATMs on Opex model**



UCO BANK  
Head Office-2  
Department of Information Technology  
7<sup>th</sup> Floor, 3 & 4 DD Block, Sector -1  
Salt Lake, Kolkata-700 064

युको बैंक UCO BANK

**RFP REF NO: DIT/BPR & BTD/OA/234/2020-21 Date: 16/05/2020**

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

This document is prepared by UCO Bank for Implementation of e-Surveillance Systems at ATMs on Opex Model. 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 bidders' responses. No contractual obligation on behalf of UCO Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of UCO Bank and the Bidder.



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## BID CONTROL SHEET

<b>Tender Reference</b>	<b>RFP Ref No: DIT/BPR&amp;BTD/OA/234/2020-21 Date: 16/05/2020</b>
<b>Cost of Tender documents</b>	<b>Rs.25,000/- (Rupees Twenty Five Thousand Only)</b>
<b>Date of issue of RFP</b>	<b>16/05/2020</b>
<b>Earnest Money Deposit (EMD)</b>	<b>Rs.25,00,000 (Rupees Twenty Five Lakhs only)</b>
<b>Date of web upload of RFP cum tender document</b>	<b>16/05/2020</b>
<b>Last date for submitting queries for the Pre-bid Meeting</b>	<b>On or before 22/05/2020 up to 11.30 AM</b>
<b>Pre-Bid meeting /Venue</b>	<b>28/05/2020 at 12.30 P.M. at Head Office-2 Department of Information Technology 5<sup>th</sup> Floor, Conference Room, 3 &amp; 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064</b>
<b>Last Date and Time for receipts of tender bids</b>	<b>18/06/2020 at 04:00 PM</b>
<b>Opening of Eligibility &amp; technical bids</b>	<b>18/06/2020 at 04:30 PM</b>
<b>Opening of Price Bid</b>	<b>Will be informed subsequently to technically qualified bidders.</b>
<b>Address of Communication</b>	<b>Chief Manager, Head Office-2 Department of Information Technology 7<sup>th</sup> Floor, 3 &amp; 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064</b>
<b>Email address</b>	<b><a href="mailto:hodit.proc@ucobank.co.in">hodit.proc@ucobank.co.in</a></b>
<b>Bids to be submitted</b>	<b>Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5<sup>th</sup> Floor, 3 &amp; 4, DD Block, Sector – 1, Salt Lake, Kolkata-700 064.</b>

**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 04:30 PM. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.



## **PART-I**

### **1. Introduction**

UCO BANK, a body Corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata- 700001, India, hereinafter called "The Bank", is one of the leading public sector Banks in India having more than 3000+ branches, two overseas Branches one each at Singapore & Hong Kong Centres and more than 2000+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle (Ver. 7.0.25) as a Core Banking Solution. Bank has already initiated the process of implementation of Finacle 10.X and selected bidders is required to integrate the proposed solution with Finacle 10.X in near future without additional burden to the Bank.

### **2. Overview or Objective**

UCO Bank invites Request for Proposal (RFP) from the prospective bidders having proven past experience and competence in the field of supply, installation and maintenance of e-Surveillance system at ATM sites.

Only those bidders, who satisfy the eligibility criteria mentioned in this RFP document need to respond.

### **3. Eligibility Criteria**

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

Sl. No.	Clause	Documents required
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 and should have been in business of e-surveillance In India for at-least last 3 years as from the RFP issuance date.	Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility bid.

2	The Bidder should have minimum annual turnover of Rs. 10 Crores per year during the last three financial years (2016-17, 2017-18 & 2018-19). This must be the individual company turnover and not of any group of companies.	Copy of the audited balance sheet of the company for the consecutive last three financial years (2016-17, 2017-18 & 2018-19) should be submitted along with Chartered Accountant Certificate.
3	Bidder should be a profit making company for each of the last three financial years (2016-17, 2017-18 & 2018-19).	
4	The bidder should have experience of providing e-Surveillance System for minimum of 2000 Sites (ATMs/e-lobbies) in atleast 2 (two) Scheduled Commercial Banks in India as on RFP issuance date in last three financial years (2016-17, 2017-18 & 2018-19).	Reference letter along with purchase order from Banks confirming successful implementation of e-surveillance system to be submitted with following details:  1. Name of Client 2. No. of Sites 3. Location of Central Monitoring Station 4. Person who can be referred to from Clients' side, with Name, Designation, Postal Address, Phone and Fax numbers, E-Mail Ids, etc., (Attach copies of purchase orders and satisfactory completion certificate signed by minimum Assistant General Manager/Deputy General Manager level of the Bank).
5	The Central Monitoring Station Infrastructure must be in place in India as on RFP Issuance date.  They should not be subletting their infrastructure to third party.	Self-Certificate stating clearly that they have an established Central Monitoring Station with complete infrastructure placed in and functioning from India.  A certificate to the effect that they are not subletting their infrastructure support to any third party.
6	The bidder should have at least service centres across the country covering all the Zonal offices of the Bank with one (1) dedicated for North-east region and should be capable of expanding the service centres.	The bidder should submit detailed list of such support centres across India covering the locations. (Including locations of service partner's support centres/ engineers, separately.)

	List of service centres to be enclosed as per Annexure – R along with an undertaking to expand the service centres to extend the support.	
7	Bidder should not have been black-listed by (the Central / any of the State Governments or any Financial Institutions in India as on date of RFP submission) any bank / institution in India.	Bidder has to submit a Declaration in the format as mentioned in the Annexure – K.
8	The service provider should ensure that there are no proceedings / inquiries / investigations have commenced / pending against service provider by any statutory or regulatory agencies or any other for which performance under the contract will/may get adversely affected/ affected.	Self-declaration to this effect on the company's letterhead should be submitted

**Note:** In this RFP, either the Indian agent on behalf of Principle/OEM or Principle/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. If an agent submits bid on behalf of the Principle/OEM, the same agent shall not submit a bid on behalf of another Principle/OEM in the same tender for the same item or product.

## **Part-II -INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS**

### **1. Invitation for Bids**

UCO Bank invites sealed tenders comprising of Eligibility Bid, Technical bid and Commercial bid from experienced bidders having proven capabilities of providing e-Surveillance Systems at ATMs on Opex Model as per the technical specifications given in this RFP document.

The selected bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not to be acceptable to UCO Bank.

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 and Fee**

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of **Rs.25,000/- (Rupees Twenty-Five Thousand Only)** as Tender document Cost.

A complete set of tender documents can also be downloaded from Bank's website **www.ucobank.com**. The Cost of tender documents shall be paid through NEFT mode or by Demand Draft / Banker's Cheque / Pay Order drawn in favour of UCO Bank payable at Kolkata. The bidder has to provide the Bank the UTR no. generated after the NEFT (hard copy of the receipt generated should be submitted along with the bid documents), failing which the bid of the concerned bidder will be rejected. The Cost of tender document is non-refundable.

In case of bidders being an MSME under registration of any scheme of Ministry of MSME, they are exempted from the submission of EMD and the Tender Cost / Fee. A valid certificate in this regard issued by the Ministry of MSME has to be submitted.

**The Bank details are as below:**

<b>Bank details for Tender Fee</b>	<b>Address for Obtaining printed copy of RFP</b>
Account Number-18700210000755 Account Name- M/s H O DIT Branch- DD Block, Salt Lake branch IFSC- UCBA0001870 MICR-700028138	UCO Bank Head office, Department of Information Technology 7 <sup>th</sup> floor ,3&4 DD Block, Salt lake City, Sector-1, Kolkata – 700064 Ph- 033- 4455 9775/9770

#### **4. Earnest Money Deposit**

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 6 months together with a claim period of 30 days in favor of UCO Bank payable at Kolkata for an amount mentioned hereunder:

<b>Particulars of Job to be undertaken</b>	<b>EMD</b>
<b>RFP for Implementation of e-Surveillance Systems on Opex Model</b>	<b>Rs 25,00,000/- (Rupees Twenty Five Lakhs Only)</b>

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 without any interest thereon. The EMD of successful bidder(s) will be returned to them on submission of Performance Bank Guarantee (s) either at the time of or before the execution of Service Level Agreement (SLA). The EMD of successful bidder(s) will be returned on submission of Performance Bank Guarantee.

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

- If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- The selected bidder withdraws his tender before furnishing on unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.
- In case of the successful bidder, if the bidder fails:
  - To sign the contract in the form and manner to the satisfaction of UCO BANK
  - To furnish Performance Bank Guarantee in the form and manner to the

satisfaction of UCO BANK either at the time of or before the execution of Service Level Agreement (SLA).

## **5. Rejection Of The Bid**

The Bid is liable to be rejected if:

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

## **6. Pre-Bid Meeting**

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

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting. Pre-bid queries raised by the bidder(s) are to be submitted in the format given in **Annexure – I.**

## **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. Clarification of Offer**

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

## **10. Late Bids**

Any bid received by the Bank after the deadline (Date and Time mentioned in Bid Details table / Pre Bid / subsequent addenda / corrigenda) for submission of bids will be rejected and / or returned unopened to the bidder.

## **11. Issue Of Corrigendum**

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

## **12. 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.



### **13. 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.

### **14. Selection Process**

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

### **15. MSME**

As per recommendations of GOI, Bank has decided to waive off EMD and tender cost for MSME entrepreneurs.

- i. Exemption from submission of EMD and Tender Fee / Cost shall be given to bidders who are Micro, Small & Medium Enterprises (MSME) and registered under provisions of the Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME. Bids received without EMD and tender cost from bidders not having valid NSIC registered documents for exemption will not be considered.
- ii. To qualify for EMD & Tender Fee / Cost exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining registration will not be considered for EMD & Tender Fee / Cost exemption. (Traders are excluded who are engaged in trading activity without value addition / branding / packing. In such a case they will have to submit EMD and Tender Cost).
- iii. MSME bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Bank, they will be suspended for a period of three years from being eligible to submit bids for contracts with the Bank.



- iv. Bids received without EMD for bidders not having valid registration documents for exemption will not be considered. However, Performance Bank Guarantee has to be submitted by the bidder under any circumstance.

#### **16. 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.

#### **17. No Legal Relationship**

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

#### **18. Cancellation of Tender Process**

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



#### **19. 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.

## **20. Non-Transferrable Offer**

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

## **21. Period of Bid Validity**

Bids shall remain valid for one year after the date of bid opening prescribed by UCO BANK. UCO BANK holds the rights to reject a bid valid for a period shorter than 1 year as non-responsive, without any correspondence. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

## **22. No Commitment To Accept Lowest Or Any Bid**

UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. UCO Bank reserves the right to make any changes in the terms and conditions of purchase. UCO Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.

## **23. Errors and Omissions**

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document in the form of pre-bid queries within time as given in control sheet.

## **24. Acceptance of Terms**

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

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient ground for annulment of the award, in which event, bank may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, bank shall appropriate the EMD/invoke the PBG of the successful bidder.

## **25. RFP Response**

If the response to this RFP does not include the information required or is incomplete or submission is through Fax 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.

## **26. RFP Response Validity Period**

RFP response will remain valid and open for evaluation according to their terms for a period of at least **one year** from the time the RFP response submission process closes. However Bank may extend this period under special Circumstances for a further period of six month with an intimation to bidder.

## **27. 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.

## **28. Erasures or Alterations**

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialled / authenticated by the person/(s) signing the Bid.

## **29. Clarifications on and Amendments to RFP Document**

Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till the date mentioned in the bid control sheet. Further, at least 7 days' time

prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website.

### **30. Language of Bids**

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

### **31. Authorized Signatory**

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by person who is duly authorized by the Board of Directors / Competent Authority of the bidder or having Power of Attorney.

The 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 along with Power of Attorney duly stamped, 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.**

### **32. Submission of Offer – Three Bid System**

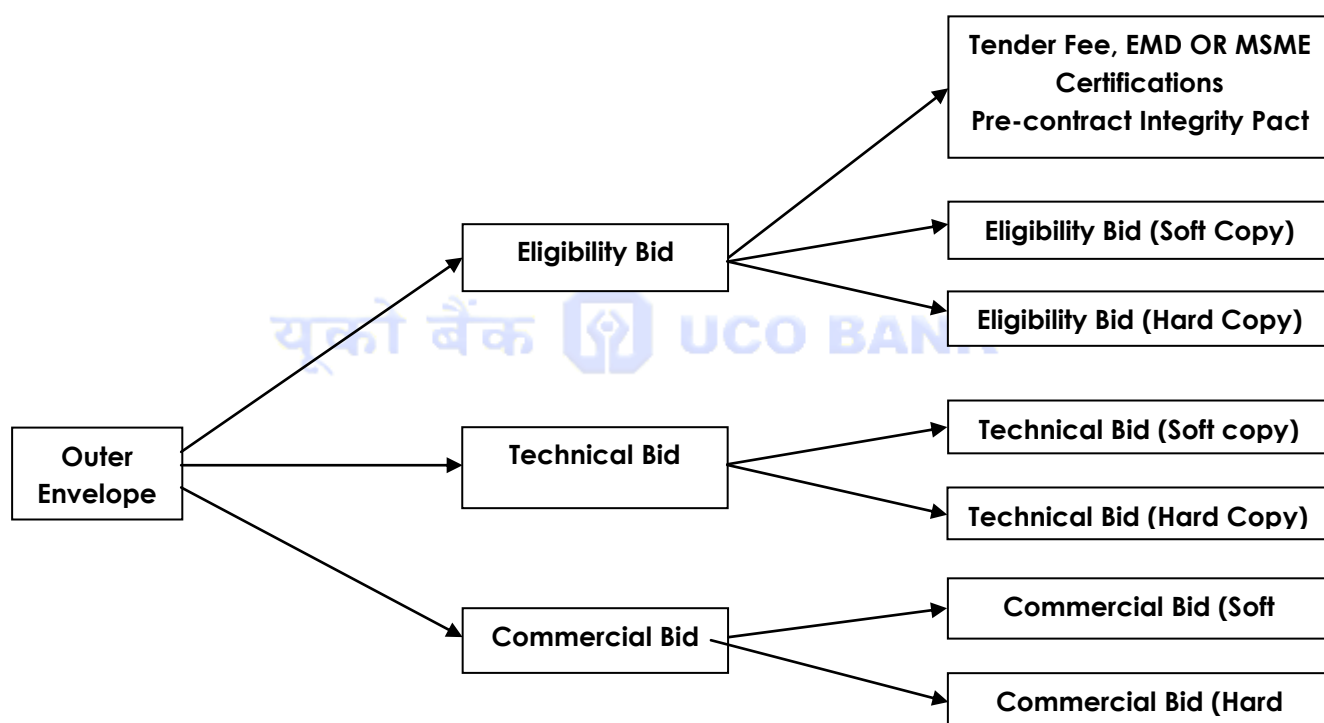
Separate Eligibility, Technical and Commercial Bids along with the soft copies duly sealed and super-scribed as "Request for Proposal (RFP) Implementation of e-Surveillance Systems at ATMs on OPEX model (Eligibility Bid)", "Request for Proposal (RFP) Implementation of e-Surveillance Systems at ATMs on OPEX model **(Technical Bid)**" and "Request for Proposal (RFP) Implementation of e-Surveillance Systems at ATMs on OPEX model **(Commercial Bid)**" respectively should be put in a single sealed outer cover duly sealed and super-scribed as - **"Request for Proposal (RFP) Implementation of e-Surveillance Systems at ATMs on OPEX model"** with **RFP Ref No. DIT/BPR & BTD/OA/234/2020-21 Date: 16/05/2020** 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 Control Sheet Table, on or before the date specified therein.

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

- Name of the Bidder
- Bid Reference No.
- Type of Bid ( Eligibility or Technical or Commercial)

The Eligibility and Technical Bid should be complete in all respects and contain all information asked for, in the exact format of eligibility and technical specifications given in the RFP, except prices. The Eligibility and Technical Bids must not contain any price information otherwise BANK, at its sole discretion, may not evaluate the same. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidders. The Eligibility bid should have documentary proof in support of Eligibility Criteria and all the Annexures as per RFP document.



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

**All pages and documents in individual bids should be numbered as page no.- (Current Page No.) of page no- (Total Page No.) and should contain tender reference no. and Bank's Name.**

- a. The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with Eligibility Bid.
- b. One Separate envelope containing Tender Fee, EMD and Pre-Contract Integrity Pact should invariably be placed in Eligibility Bid envelope.

- c. 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.
- d. Bidders to submit a **masked commercial Bid** i.e. by hiding price commercial bid as per Annexure – E (i) with technical bid envelope to be submitted.
- e. If any inner cover / envelop of a bid is found to contain Eligibility/ Technical & Commercial Bids together then that bid will be rejected summarily.
- f. 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.
- g. Canvassing of any kind or Bid submitted with false information will be a disqualification.
- h. The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- i. Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.
- j. Further, subsequent to the orders being placed, the Bidder shall pass on to Bank all fiscal benefits arising out of reductions in Government levies /taxes.
- k. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.
- l. Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The bidder shall not quote for the products, whose End of sale/ End of Support/End of License has been declared by the OEM.
- m. 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
- n. Bids once submitted shall not be returned to the Bidder in future.

The selected bidder must adhere to the terms of this RFP document.

### 33. Other Terms and Conditions

- a. Cost of preparation and submission of bid document:** The bidder shall bear all costs for the preparation and submission of the bid. UCO Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- b.** The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.
- c.** The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.
- d. Response of the Bid:** The Bidder should comply all the terms and conditions of RFP.
- e.** The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.
- f.** UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. UCO Bank has the right to re-issue tender/bid. UCO Bank reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. UCO Bank will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations once their offer/bid is rejected. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder.

### 34. Adoption of Integrity Pact

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:



- i. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- ii. Principal to treat all bidders with equity and reason
- iii. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally
- iv. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- v. Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- vi. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- vii. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warranty/guarantee. Format of IP is attached as Annexure – H for strict compliance.

The following Independent External Monitors (IEMs) have been appointed by UCO Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

- a) Shri S R Raman  
1A-121, Kalpataru Gardens  
Near East-West Flyover  
Kandivali East, Mumbai - 400101  
E-mail:- [raman1952@gmail.com](mailto:raman1952@gmail.com)
- b) Ms Vijayalakshmi R Iyer  
Flat No. – 1402, Barberry Towers,  
Nahar Amrit Shakti,  
Chandivali, Powai, Mumbai – 400072  
E-mail:- [vriyer1955@gmail.com](mailto:vriyer1955@gmail.com)

All pages of Integrity Pact (IP) must be signed and stamped .Integrity Pact (IP) should be deposited with IT Department undertaken procurement at the address mentioned along with RFP document.



## **Part – III: BID OPENING AND EVALUATION CRITERIA**

### **1. STAGES OF EVALUATION**

There would be a three (3) stage evaluation process.

The stages are:

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

The Eligibility Criteria would be evaluated first for the participating bidders. The bidders, who qualify all Eligibility Criteria as mentioned in clause 2.1, will be shortlisted for the Technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening.

The Bank will open the eligibility and 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.

**The bidder with the lowest commercial quote will be declared L1.**

### **2. Evaluation Methodology**

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution (Total Cost of Ownership) over contract period that appropriately meets the requirements of the Bank.

#### **2.1 Eligibility Evaluation**

The Bank will evaluate the technical response to the RFP of bidder who are found eligible as per the eligibility criteria mentioned in the RFP.

#### **2.2 Technical & Functional Evaluation**

- a. The proposals will be evaluated in three stages. In the first stage, i.e. Eligibility Evaluation as mentioned in Annexure – F. In the second stage, Technical & Functional Evaluation as mentioned in Annexures – D, the bidders will be shortlisted, based on their responses. In the third stage, the commercial bids of the eligible & technically qualified bidders would be opened and evaluated.

- b. The Bank will evaluate the technical responses of the bidders who are found eligible as per the eligibility criteria mentioned in the RFP.
- c. UCO Bank reserves its right to carry out a technical inspection and performance evaluation (bench-marking) including reference check / site visit/ Proof of Concept (POC) of the offered item(s). Bank may instruct eligible bidders to make technical presentation at Bank's Head Office, Kolkata for the proposed solution /service. Bidders will have to make such presentation/ arrange for site visit/ POC at their own cost.
- d. 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 / e-mail seeking clarification / explanation.

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

- The requirements are given in Annexure – D.
- UCO Bank may, at its discretion, waive off any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and UCO Bank reserves the right for such waivers.

### 2.3 Commercial Evaluation

The commercial bids of only technically qualified bidders will be opened and evaluated by the Bank and the evaluation will take into account the following factors:

- a. The Bill of Material must be attached in Technical Bid as well as Commercial Bid. The format will be identical for both Technical Bid and Commercial Bid, except that the Technical bid should not contain any price information (**with Prices masked**). Technical bid without masked Bill of Materials will be liable for rejection. Any deviations from the Bill of Material / non-submission of prices as per the format shall make the bid liable for rejection.
- b. The L1 bidder will be selected on the basis of the amount quoted for the proposed solution as per commercial bid. However, in case of any discrepancy in calculation, unit cost for components & services shall prevail and TCO will be calculated accordingly.
- c. The optimized TCO (Total Cost of Ownership) identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work.
- d. In case there is a variation between figure and words, the value mentioned in words will be considered.

- 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.
- f. 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.

### **3. Normalization of bids:**

The Bank has discretion to go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible to ensure that eligible bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the eligible 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 or till the Bank is satisfied. The eligible bidder/s have to agree that they have no reservation or objection to the normalization process and all the technically short listed 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 bidder/s, by submitting the response to this RFP, agrees to the process and conditions of the normalization process.

## **Part-IV**

### **Scope of Work**

UCO Bank intends to implement a tested, proven and state of art technology driven Centralized Integrated Security Surveillance System for proactively monitoring of ATMs/e-Lobbies. The purpose of implementing the proposed system is to avoid any mis-happening, crime, theft, burglary, vandalism at the ATMs/e-Lobbies locations and also to detect any intrusion.

**Total no of ATMs/e-Lobbies/sites is approximately estimated to be Two-Thousand.**

**Note-The above requirement is indicative only and may vary based on the Business Requirement of the Bank or change in guidelines issued by RBI or any regulatory body. Further Bank may use this Centralised Monitoring Solution for any future site control measures.**

The proposed e-Surveillance System would consist of the following under OPEX Model:

- a. Monitoring of the ATMs/ e-Lobbies/Sites
- b. Event based Alert Generation and Reporting.
- c. Quick Response Team (QRT) for attending to the sites on event based requirements. (Optional)

**However the purchase of Quick Response Team (QRT) will be at the sole discretion of the bank and the decision for the same will be taken by the bank whenever it is felt necessary by the Bank. Any decision of the Bank in this Regard will be final and binding upon the selected bidder.**

**Major Scope of Services to be rendered by the vendor is as follows:**

#### **1. Event based e-Surveillance Activities:**

- a.** Detection of Intrusion in the ATM, Control Panel, etc. at ATM/e-Lobbies premises.
- b.** Camera analytics or any facility, which should be able to detect any person entering ATM room with covered face, face under mask and/or wearing helmet etc.
- c.** Alert in case of fire/abnormal heat, smoke, in the ATM/e-Lobbies.
- d.** CCTV Surveillance should be provided in ATM Room and ATM Back room as well as the front entrance area.

- e. Event Based detection of loitering or unauthorized activity, using motion detectors through PIR (Passive Infrared) sensor/ IP Camera on a round the clock basis / or on a shift basis, wherever the ATMs functioning is on a shift basis. In other words, the Trigger action in all the ATMs including the ATMs closed in night would be on event based basis however, all the ATMs would remain under Surveillance for the 24X7X365 basis.
- f. Video verification by viewing images of site on above event.
- g. Storing of Images and Video for any Verification (90 days minimum) (Expandable to meet higher period for storing in case of any future administrative / regulatory requirements)
- h. Use of 2-Way Audio to deter the attempted crime and the system should be highly capable of clear voice/sound quality and there should be no disconnection even if the connectivity is lost with the command centre.
- i. Pre-recorded message of minimum 60 seconds should be played to deter any theft/burglary or any suspicious activity.
- j. Storing of ticket related notes / recordings of conversation with various parties for 90 days minimum. Storing of suspicious / criminal events would be for beyond 90 days, till the closer of the case.
- k. SMS / Emails/Calls to Bank officials posted at Branches/Regions/ Zones, on receiving an alert as per mutual agreed procedure. This disposition may be altered as per Bank requirement in future.
- l. Telephone escalation to related parties regarding communication of crime.
- m. Bank (Branches/Zonal Offices/Head Office) should have the authority and discretion to remotely view any of the ATMs under this solution whenever required, carry out mock drills etc. with availability of log details.
- n. Bidder shall be liable for providing reports as per Bank's requirement and bidder is under obligation to provide audio-video footage / images as per the requirement of the Bank within 24hrs.
- o. Providing audio – video footage/ images for submission to Police authorities/ Civil Administration authorities, under the law.
- p. All functionalities given in functional specification to be provided. Functional specifications of the e-Surveillance system are as per General Functional Requirement and Mandatory Functional requirement mentioned in this RFP.
- q. The offered system should have various reporting capabilities such as e-Surveillance system down report, system health check report, ATM-wise site-wise alert reports, ticket transaction reports, ATM main power cut reports,

chest door open report, hood open report, and connectivity/ link uptime report etc.

- r. The e-Surveillance vendor will be solely responsible to provide such information or video footage or image or reports (in portable device) to the police or other regulatory authorities on demand and under the permission of Bank's authorities. Suitable penalty will be applicable in case of failure to provide requisite footages.
  - s. To implement the offered system as per the technical/ functional specifications given in the RFP document.
  - t. Site and Geography identification for installation of system would be done absolutely at the discretion of the Bank. Similarly, any addition of the site should not attract any additional commercial.
  - u. The Bank may shift its ATMs during the contract period. In these cases, the bidder has to shift the same equipment to the new location.
  - v. During the currency of the contract, if any additional sensor is required to be installed, the vendor will install the same without any extra cost.
  - w. De-installation/Dismantling of any e-surveillance equipment's from the site will be done without any additional cost to the Bank.
  - x. During the currency of the contract, the vendor should upgrade the system at no additional cost, particularly with reference to up gradation in technology related to CCTV camera (resolution)/Sensors or due to compliance of any Regulatory guidelines/requirements etc.
  - y. The Bank would use this support infrastructure for any other site control measures also.
  - z. Customer credentials should not be captured through any camera/sensor or any type of equipment's in ATM cabin installed by the bidder.
- 2. Site preparation-** The selected bidder is required to do all site preparation jobs, if required, to mount the desired device/equipment. Site and location identification for installation of system would be done solely at the discretion of the Bank. The Bank may shift its ATMs/Branches during the contract period and these cases, the bidder has to shift the same equipment to the new location without incurring any additional cost to the Bank.
- 3. Connectivity-** The selected bidder is required to provide end to end secure and dedicated connectivity from the individual site setups to the central monitoring system. Bidders have to provide separate VPN (Virtual Private Network) network based on GSM (Global System for Mobiles) or CDMA (Code Division Multiple Access) with redundant connectivity, from two different service providers.

- 4. Online remote monitoring-** The proposed solution should be reliable, robust, scalable and latest surveillance system. The system should comprise of:
- Intruder Alarm System
  - Video Surveillance System
  - Fire Detection System

The services offered by the proposed system should include but not limited to following functionalities:

- 5. Remote monitoring of the location:** Event Based detection of loitering or unauthorized activity, using motion detectors through PIR (Passive Infrared) sensor Based Monitoring of individual sites from the Remote Central Monitoring System. Camera analytics or any facility, which should be able to detect any person entering ATM room with covered face, face under mask and/or wearing helmet etc. The Central Monitoring System should have facility to remotely control the equipment/ devices installed at individual sites. The Solution should capture, store, and analyze digital Video images with audio to enable central monitoring, increase operational efficiency, reduce liability, minimize risk and secure people & property.
- 6. Online Video/ Audio pulling:** The Video/ Audio captured from the individual sites should be accessible on-demand, online from the Remote Central Monitoring System. Storing of Images and Video for any Verification **(90 days minimum)** (Expandable to meet higher period for storing in case of any future administrative / regulatory requirements).
- 7.** Two-way Audio to deter/warn criminal attempts/activities. The system should be highly capable of clear voice/sound quality and there should be no disconnection even if the connectivity is lost with the command center. Pre-recorded message of minimum 60 seconds should be played to deter any theft / burglary or any suspicious activity.
- 8.** The proposed system should have the capability to detect the Exceptional / unwarranted activities through various sensors such as:
- a. Thermal Sensor
  - b. Removal Detector,
  - c. Vibration Sensor,
  - d. Tilt Sensor,
  - e. Motion Sensor,
  - f. Smoke Sensor



**9. Monitoring of devices and equipment-** The system should check the house keeping of the site and should generate status report at predefined intervals. The system should have machine based automated diagnostics for preventing down time. The monitoring of devices and equipment will cover but not limited to the following activities:

- a. Video housekeeping.
- b. Camera health check-up
- c. HDD health check-up
- d. Sensor/ Detector health check-up.

**10. Quick Response Team (QRT) for attending to the sites on event based requirements.(Optional)**

- The selected vendor has to ensure **Quick Response Team (QRT)** should attend the site within reasonable time (**generally within 15 to 20 minutes in Metro/ Urban area, 30 minutes to 40 minutes in Semi Urban / Rural area**).
- QRT should be able to inform the Police and take their support locally, in case of dire eventualities.
- Capability to take reasonable deterrent action, when encountering the culprits/miscreants at the event sites.
- To support the Bank / Law enforcement authorities up to the extent warranted by the nature of the event.
- QRT to be located through GPS.
- QRT should have professional knowledge of e-Surveillance system and should not be changed on frequent basis from their duties.

Any other related work, which may be included in the agreement after mutual discussion and appreciation of the inherent issues.

**11. Maintenance-** The selected bidder shall carry out the preventive maintenance once in a month in consultation with Bank during the contract period. Preventive Maintenance will include replacement of worn-out parts, checking through diagnostic software etc. Worn out parts should be replaced/repaired/rectified within a maximum period of 24 hours in metro & urban and 48 hrs in other regions from the time of fault occurrence.

In case equipment is taken away for repairs, the Service Provider shall provide a standby equipment (of equivalent configuration), so that the work of Bank is not affected. The Service Provider shall keep sufficient quantity of spares as stock during the warranty period at their support office across the country.



## 12. Web Portal and Mobile based Application:

- i. The Service Provider shall provide dedicated web based portal and also mobile based application to Bank that enable us to provide real time monitoring of sites.
- ii. Web based portal and mobile based application should be capable to provide status of UP/down sites with individual equipment age wise.
- iii. History of previous theft/burglary should be available in the portal and application.
- iv. To raise manual ticket for down sites or any equipment's.
- v. To provide live view of sites in web portal which can changed on rotational basis.
- vi. Customization as per Bank's requirement.
- vii. Capability to take the screen shots of the live images and video.
- viii. To provide different type of reports in the portal.
- ix. To develop any new feature in the dashboard at no extra cost to the bank.
- x. To be able to generate the penalty calculation report, if required by the Bank.
- xi. Billing module (automatic calculations of monthly bills) exclusively in web based portal.

## 13. Incident Management/ Reporting System-

The possible incidents includes vandalism, theft, fire, water leakage, misbehaviour, mischief, crimes, or any other untoward incidents affecting the safety & security of the customer & Bank property. The proposed system should have automated on-line real-time fault detection & trouble tracking system. The system should have multiple means (email/ SMS etc.) for delivering alerts alarms to intimate above the incidents / situations to the authorized officials of the Bank/ local authorities. The proposed system should generate all management reporting of all untoward incidents and should store audit- trial of all access/ actions. The reporting system should be comprehensive and should have graphical analytical reporting of all incidences. Storing of ticket related notes / recordings of conversation with various parties for **90 days minimum**. Storing of suspicious / criminal events would be for beyond 90 days, till the closer of the case.

**The major reports to be provided by the selected bidder are as follows:**

**a. System Uptime Report**

Service Provider should provide uptime report of e-surveillance system to the Bank on (daily/weekly/monthly/quarterly).

**b. Incident Report**

Service Provider should provide incident report for each incidence to the Bank on (daily/weekly/monthly/quarterly).

**c. Preventive Maintenance report**

Service Provider should submit preventive maintenance report in banks format duly signed by E-channel manager (in case of offsite) and signed by connecting branch official (in case of onsite) (Monthly).

**d. Site Audit report**

Service Provider should provide site audit report having details of all assets deployed by the Bank at site (Monthly).

**e. Any other report as desired by bank**

Service provider should provide customized reports and dashboards as per the requirement of the Bank with any subsequent modifications as may be required due to changing necessity without any recourse of any cost revision.

## **Part-V**

### **1. Order details**

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

Bank reserves the right to conduct the pre-shipment inspection or onsite inspection of the system before final acceptance by Bank. In case of pre-shipment inspection, additional one week will be given to bidder for delivery.

### **2. Schedule of Implementation**

The Bank reserves the right to shift the ordered items to any location where bank has presence or its Technical Partners, anywhere in India, during the contract period.

The selected bidder must undertake to GO LIVE **within 4 weeks** in North-east & hilly areas and within **3 weeks** from the date of acceptance of the purchase order.

### **3. Contract Period**

The tenure of the Contract will be for a period of 3 (three) years extendable for further 2 years effective from the date of execution of the Service Level Agreement (SLA) unless terminated earlier by the Bank by serving 90 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 3 (three) years, the contract may be extended/renewed for such further period and on such terms and conditions as would be decided by the Bank.

The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 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.

The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank.

#### **4. Terms of Payment**

No advance payment will be made. The vendor has to submit the invoices after verification of uptime report submitted and deducting the penalties if any. Payment shall become due from the date of operationalizing of the individual service at the site from the date of installation/implementation of the e-Surveillance System. The service provider has to provide the Installation Certificate duly signed by the Bank official and vendor to the Bank as a proof for successful installation/implementation of e-Surveillance System.

The payments shall be made only for the services provided by the service provider as mentioned in the scope of work. The vendor has to submit the invoices within 1st Week of every succeeding month along with the uptime report and supporting documents.

The bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the commercial bid is not taken up by the bank during the course of the assignment, the bank will not pay the amount quoted against such activity / item.

#### **5. Paying Authority**

Payment shall be made on monthly basis in arrears by respective Zonal Office under whose jurisdiction the vendor has rendered services at the site. However, all the payments shall be subject to the performance / delivery of the Services to the satisfaction of the Bank for this purpose.

#### **6. Performance Bank Guarantee**

The Selected bidder, **within 15 days from the date of letter of intent** will have to furnish a Performance Bank Guarantee, format as per **Annexure – G**, issued by any scheduled commercial bank (other than UCO Bank) equivalent to 10% of the project cost **valid for 39 months (36 months + a claim period of 3 months) from the date of Letter Of Intent (LOI)**. 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 either in case the selected bidder is unable to start the project within the stipulated time

or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the selected bidder is not able to fulfill any and all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD (Liquidity Damage) on Delivery and installation.

In case the contract is getting extended, the selected bidder shall submit the Bank Guarantee of 10% of the project cost of that period of time with a validity of the extension period with 3 months claim period.

## **7. Service Level Agreement**

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

The draft format of SLAs will be provided after the Letter of Intent (LOI) with the successful bidder.

This section includes the SLAs which Bank requires the Successful Bidder to manage as key performance indicators for the scope of work. The objective of the SLA is to clearly define the levels of services to be delivered by the Successful Bidder to Bank for the duration of the contract.

The following section reflects the measurements to be used to track and report performance on a regular basis.

Bank intends to select the Successful Bidder who shall have common vision to deliver high quality of services to the users.

## **8. Uptime**

The selected bidder shall guarantee an uptime of **95.00%** for the hardware equipment's & solution provided which shall be calculated on monthly basis.

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

Once go live of application, the services should be available on 365X24x7 basis and hence any technical problem should be resolved as per the response Time Matrix given below.

SI No	Severity	Severity Description Support for Software solution	Response Time	Resolution Time
1	Severity 1	If the call is pertaining to complete disruption of services resulting in non-functioning of application /Solution. The operation is mission critical due to major disruption.	Within 30 Min of call reported.	Within 2 Hrs of call reported
2	Severity 2	The issue is severe in nature but services are available with restricted operations and some manageable workarounds.	Within 30 Min of call reported	Within 3 Hrs of call reported.
3	Severity 3	Minor loss of service and the impact of the issue could be minor in nature which may require some workaround to bring the normal functioning.	Within 30 Min of call reported	Within 4 Hrs of call reported.

Bidder is expected to response and resolve issue within prescribed time frame based on the severity description decided by bank mentioned above and needs to strictly adhere to Server Level Agreement (SLA).

#### 9. Penalty:

The bidder shall guarantee 95.00% uptime. The Bidder shall be liable for penalties for uptime maintained below 95% in a month. Penalties for downtime of the application will be as per below mentioned table:

Level of Uptime Per Month	Penalty Charges
95% and above	No Penalty
94.00% and above but below 95.00 %	1 % of total cost of monthly payout
93.00% and above but below 94.00 %	2 % of total cost of monthly pay-out
92% and above but below 93.00 %	5 % of total cost of monthly pay-out
below 91%	10% of total cost of monthly payout

Bank will impose penalty for every instance of service un-availability Further if the number of downtime instances during a month exceeds 3 times, an additional 0.50% downtime will be reduced from uptime and the penalty will be calculated accordingly.

## **10. Liquidated Damages**

**Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total cost of ownership.**

If the selected Bidder fails to provide any of the services after starting of operations, as per the terms of this RFP, the Bank shall be entitled to charge penalty/ liquidated damages @ 5% of the monthly bill, per week or part thereof.

Liquidated damages will be calculated per week basis. 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. Bank may invoke the Bank Guarantee for further delay in in delivery & migration.

Both the Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. Penalty and Liquidated Damages are not applicable for reasons attributable to the Bank and Force Majeure.

## **11. Preliminary Scrutiny**

UCO Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether all the necessary information supported by documentary evidences are submitted as per prescribed method. Offers not meeting the prescribed guidelines and or with incorrect information or not supported by documentary evidence, wherever called for, would summarily be rejected. However, UCO Bank, at its sole discretion, may waive any minor non-conformity or any minor irregularity in an offer. UCO Bank reserves the right for such waivers and this shall be binding on all vendors.

## **12. Single Point Of Contact**

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

## **13. Taxes**

a. Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but



without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.

- b. The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.
- c. Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.
- d. Bidder shall co-operate fully in the defense of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the selected bidder.
- e. The payments which is/are inclusive of GST and other taxes, fees etc. as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, UCO Bank, Head Office – Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

#### **14. Confidentiality and Secrecy**

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.

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 by 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.
- The selected service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the UCO Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the UCO Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the UCO Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The UCO Bank.
- The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the UCO Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
- **Conflict of interest:** The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

- **The successful Bidder is required to execute a Non-Disclosure Agreement to the bank as per bank's format before or at the time of execution of the Service Level Agreement.**

## **15. Award Of Contract**

The bidder who qualifies in the technical evaluation will qualify for commercial evaluation. The bidder whose bid has been determined to be responsive and who quotes the lowest price will be treated as L1 Bidder.

## **16. Compliance With Laws**

- a. The selected service provider hereto agrees that it shall comply with Labour Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.
- b. The selected service provider has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act) and other labor laws. The service provider shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.

If at any time during the term of this Agreement, if UCO Bank is informed or information comes to its attention that the selected service provider is or may be in violation of any terms and conditions mutually agreed between the UCO Bank and the service provider, which proves to be unsatisfactory to the UCO Bank, then the UCO Bank shall be entitled to terminate this Agreement by giving not less than one month notice in writing.

## **17. 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 maybe 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.

#### **18. 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.

#### **19. Acceptance Testing**

The Bank will carry out the acceptance tests as per Scope of work Part – IV supplied & implemented by the selected bidder as a part of the Project. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products and the vendor would need to provision insurance of those items till successful acceptance. The Bank at its discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests at the relevant sites in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.

#### **20. Right To Alter Quantities**

Bank reserves the right to place an indicative order of  $\pm 25\%$  (Twenty Five Percent) of the projected quantity with the bidder/s at the quoted price, terms and conditions as mentioned in the commercial format i.e. Annexure – E. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder.

#### **21. Price Validity**

The selected bidder will be required to keep the price valid for a period of 01 year (12 months) from the date of issuance of 1<sup>st</sup> Purchase Order. There shall be no increase in price for any reason whatsoever during the period of 12 months and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – E during the price validity period of 12 months.

## 22. Order Cancellation

The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- i. The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.
- ii. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- iii. The bidder goes into liquidation voluntarily or otherwise.
- iv. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.
- v. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.
- vi. Non-compliance of the scope of the job.
- vii. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.
- viii. On the events of data piracy / privacy / system failures / security failures.
- ix. If deductions on account of liquidated damages exceed more than 10% of the total order price.

### In case of cancellation of order

- a. In case the bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder.
- b. If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 10 days' notice for the same. In this event the bidder is bound to make good the additional expenditure, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.
- c. UCO Bank reserves the right to recover any dues payable by the bidder from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.
- d. In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.

- e. Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries exceeds 10% of the TCO.

### **23. 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 fulfil 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 (Format whereof to be supplied by the Bank) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.

### **24. 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. The Bidder shall not make or allow making a public announcement or media release about any aspect of the Contract unless The Bank first gives the Bidder its prior written consent.

### **25. Privacy And 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.

## **26. 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.

## **27. Exit Option And Contract Re-Negotiation**

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

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

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

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

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

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

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

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

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

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

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

## **28. Signing of Contract**

The selected bidder(s) shall be required to enter into a service level agreement (SLA) with UCO Bank, within 15 days of the award of the Bid through a Letter of Intent or within such extended period as may be specified.

The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance



thereof, with terms and conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract. The selected bidder will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank.

### **29. Technical Inspection and Performance Evaluation**

UCO Bank reserves its right to carry out a technical inspection and performance evaluation (bench-marking) of the offered item(s). Bank may instruct eligible bidders to make technical presentation at Bank's Head Office, Kolkata for the proposed solution / service. Bidders will have to make such presentation at their own cost.

### **30. Verification**

UCO Bank reserves the right to verify any or all statements made by the vendor in the Bid document and to inspect the vendor's facilities, if necessary, to establish to its satisfaction about the vendor's capacity to perform the job.

### **31. Termination**

UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) 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, and Notifications etc.
- d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- 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 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) 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.
- i) 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.

### **32. Termination For Convenience**

The Bank, by written notice sent to the vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective. A notice period of 2 months will be given before termination on convenience

### **33. Termination For Insolvency**

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

### **34. Termination For Default**

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract.

### **35. Consequences Of Termination**

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), UCO Bank shall be entitled to impose any such obligations and conditions and issue

any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution / continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO Bank, the 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 Deed of Indemnity and pursue such other rights and/or remedies that may be available to UCO Bank under law or otherwise.

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

### **36. Compliance With Applicable Laws of India**

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.

All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. (Proof of compliance and labour license needs to be submitted along with the quotation).

This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified

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

The selected bidder confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000, 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 for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its 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. The 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 Bank and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

### **37. Dispute Resolution Mechanism**

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

- i. 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.
- ii. The matter will be referred for negotiation between Deputy General Manager of The Bank and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

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

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

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

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

### **38. Arbitration**

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

Work under the Contract shall be continued by the Selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due to payable by the Bank, to the Selected bidder shall be withheld on account of the on-going arbitration proceedings, if any unless it is the subject matter or one of the subject matters thereof. The venue of the arbitration shall be at KOLKATA, INDIA.

### **39. Adherence of Cyber Security Policy**

Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy will be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them.

The deputed persons should aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/disclosed/misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank.

Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided by Bank.

The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the supplier agreement.

All information resources (online/in-person) of the vendors and its partners shall be made accessible to Reserve Bank of India as and when sought.

Credentials of vendor/third party personnel accessing and managing the bank's critical assets shall be maintained and shall be accordance with bank's policy.

The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and bidder shall ensure to support baseline system security configuration standards. The Bank shall also

conduct effective due diligence, oversight and management of third party vendors/service providers & partners.

Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured.

#### **40. Limitation Of Liability**

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

a. IP Infringement indemnity.

b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP.

Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.



**(Tender offer forwarding letter)**

**Tender Ref. No.: DIT/BPR&BTD/OA/234/2020-21**

**Date: 16/05/2020**

**To**

**The Deputy General Manager  
DIT, BPR & BTD  
UCO Bank, Head Office  
5th Floor, 3&4, DD Block, Sector-I  
Salt Lake, Kolkata -700064**

Dear Sir,

**Sub: RFP for Implementation of e-Surveillance Systems on Opex Model vide RFP  
Ref No. DIT/BPR&BTD/OA/234/2020-21 dated 16/05/2020**

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we, the undersigned, hereby enclose our offer for **"Implementation of e-Surveillance Systems on Opex Model"** mentioned in the RFP document forming Eligibility, Technical and Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility, Technical and Commercial Bids by The Bank we undertake to **Implementation of e-Surveillance Systems on Opex Model** as per your purchase orders.

In the event of our selection by the Bank for **Implementation of e-Surveillance Systems on Opex Model**, we will submit a Performance Guarantee for a sum equivalent to 10% of the Project Cost to be valid for a period of **Three years (plus 3 month of claim period)** in favour of **UCO BANK** effective from the month of execution of Service Level Agreement.

We agree to abide by the terms and conditions of this tender and our offer shall remain valid for one year from the date of commercial bid opening and it remain binding upon us which may be accepted by The Bank any time before expiry of one year.

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

We understand that The Bank is not bound to accept the lowest or any offer the

Bank may receive.

We enclose the following:

1. Tender Fee of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)  
dated \_\_\_\_\_. Vide UTR No/Txn Id \_\_\_\_\_.

2. BG No \_\_\_\_\_ for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) dated  
\_\_\_\_\_ as EMD.

Dated this \_\_\_\_ day of \_\_\_\_ 2020

Signature: \_\_\_\_\_

(In the Capacity of) \_\_\_\_\_

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





**General Details of the Bidder****A. Profile of Bidder**

1. Name of bidder:
2. Location:  
Regd. Office:-  
Controlling Office:-
3. Constitution
4. Date of incorporation & Date of Commencement of business:
5. Major change in Management in last three years:
6. Names of Banker /s:
7. Name and details (designation and Phone no.) of Authorized Signatory:

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

	2016-17	2017-18	2018-19
Profit After Tax			
Net Worth			
Turnover			

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

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

Details of Experience in the field of (for Implementation of e-Surveillance Systems on Opex Model)

PSU Organization/BFSI		
Name of Organization	Period	
	From	To

**N.B. Enclose copies of Purchase Orders and references.**

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

**Manufacturer's Authorization Form (MAF)**

**To**  
**The Deputy General Manager**  
**DIT, BPR & BTD**  
**UCO Bank, Head Office**  
**5th Floor, 3&4, DD Block, Sector-I**  
**Salt Lake, Kolkata -700064**

Dear Sir,

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

We hereby extend our guarantee/ warranty and AMC as per terms and conditions of the RFP No .....and the contract for the equipment and services offered for supply against this RFP No..... By the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No.....In respect of such equipment and services. We undertake to provide back-to-back support for spares and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as AMC period if the above bidder authorized by us fails to perform in terms of the RFP.

Yours Faithfully  
Authorized Signatory  
(Name:  
Phone No.:  
Fax:  
E-mail :)

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

**Techno-Functional Requirement**

Bidder are required to give relevant literature with details of the equipment's makes and model/ Manufacturers' authorisation for Camera, NVR and Alarm Panel/ Network Architecture and system architecture to support compliance claim / MAF, authorisation letter , if they themselves have the said service in-house).

Documentary evidences should clearly suggest the proven capability of past and sufficient dependency for the future **Three(3)** years, wherever there is dependency on any third party.

**Any bid not fulfilling any of the eligibility cum technical criteria under MANDATORY REQUIREMENTS or even having said "Yes" in the bid document but found "No" on the ground during actual evaluation would be summarily rejected.**

**Mandatory Requirements**

Sl. No	Alarm Panel Specification	Compliance (Yes/No)
<b>1</b>	<b>Alarm Panel Key Features</b>	
	Alarm Panel with necessary online connectivity, sufficient zones, sufficient Battery backup, and removal sensor for ATMs, cash recycler, passbook printer, AOK and various equipment in the ATM cabin.	
<b>2</b>	<b>Required Sensors and Devices</b>	
	Metal contact Sensor for sensing the removal of ATMS, Cash Recyclers and More Unit of other Self-service Terminals, opening of hood and chest door, Auto shutter open/shut and other equipments placed with the ATM room.  To detect any kind of tampering with the equipment installed at ATM site.  Note: Wireless sensors would be carrying extra weightage and all sensors should be temperature resist.	
<b>3</b>	<b>Image / Video Items</b>	
a	8 Channel NVR with Tamper indication and Surveillance rated HDD with 90 Day's motion based recording capacity.  Apart from NVR, motion based recording and images of 90 days should be available at cloud also (on real time basis).	
b	<b>Cameras –</b> One 2 mega pixel IP Dome IR Camera – for front Lobby One 2 mega pixel IP Bullet IR Camera – for out- side ATM room One 2 mega pixel IP hidden Camera with mirror One 2 mega pixel IP Camera IR – front / Back lobby	

	All Cameras should be of High Resolution or temperature resist and should be able to record clear images and video in the scenario of dull light at ATM site or the bright light from the background. While viewing the site in real time through CCTV surveillance from Command centres of the vendor, there should be no interruptions due to connectivity/Bandwidth related issues.	
c	All above mentioned cameras must have SD card of 32 GB to capture recording.	
d	Camera analytics to detect loitering in ATM premise, Backroom	
e	Camera analytics for head count in ATM premise	
f	2 Way Audio Items	
g	Use of 2-Way Audio to deter the attempted crime and the system should be highly capable of clear voice/sound quality and there should be no disconnection even if the connectivity is lost with the command center.	
h	Pre-recorded messages should be played with minimum 60 seconds or more to avoid any theft/burglary or any suspicious activity.	
<b>5</b>	<b>Communication Equipment at Sites</b>	
	Communication equipments with GSM / VPN/ multi SIM intelligent Router with bandwidth aggregator/or any aggregation technology with minimum Triple/quad connectivity (4G SIM & above) to ensure that functioning of ATM is not impacted because of the failure of any communications equipment	
<b>6</b>	<b>Central Alarm Monitoring Station (Infrastructure requirements)</b>	
a	Servers with 'HOT REDUNDANCY' with immediate changeover facility from Primary server to secondary server with no time loss.	
b	Bandwidth – Minimum <b>30 MBPS</b> Primary Back- haul from Network provider Hub to Central Monitoring Station and Minimum <b>30 MBPS</b> Secondary Back-haul with auto switch over	
c	Generator & UPS with sufficient capacity, Data Storage on Network Access Storage (NAS) for high Redundancy.	
<b>7</b>	<b>Central Alarm Monitoring Station Alert Handling Service requirement</b>	
a	Capability of software alert in form of tickets besides Pop – Ups from CMS to monitor the health of all equipment deployed at site on 24x7 basis and a complaint reporting protocol and escalation matrix up to 5 Agencies of various departments.	

b	Capability of – recording the conversation details of various agencies like MSP, Dispatch agency, Police and Fire Department and Bank individual; remotely controlling Siren, Smoke/Fire sensor from Central station and Raising of alerts on Scheduled timings or 24x7 basis as required by Bank.	
c	Capability of identifying the abnormal activities through Motion monitoring and Video verification and deterring them through the use of 2-way audio communication and pre-recorded messages.	
d	Capability of raising the matter as per the escalation matrix decided by Bank if the crime cannot be deterred.	
e	Capability of supporting in incident investigation by way of previous preview functionality (in the form of footage or images) attached to the ticket for last 30 minutes or more	
<b>8</b>	<b>Central Recording</b>	
	When the Central Monitoring Executive has viewed the site through video verification, the video verification images should be stored centrally to ensure that images are available for forensic purpose even if the burglars destroy the NVR at the site.	
<b>9</b>	<b>Central Image Pulling</b>	
	Central Monitoring Station must have the ability to pull images and Video footage centrally from site NVR and cloud of when demanded by the Bank.	
<b>10</b>	<b>Web based portal</b>	
a	Capability to provide real time monitoring of sites through all installed cameras	
b	Capability to provide status of UP/down sites with aging of individual equipment	
c	History of previous theft/burglary and other suspicious incidence should be available in the portal and application.	
d	Capability to provide remotely activate hooter and two way communication.	
e	Capability to raise manual ticket for down sites or any equipments	
f	Capability to take the screen shots of the live images and video.	
g	Billing module (automatic calculations of monthly bills)	
h	Previous 90 days recording should be available in web based portal	
i	Capability to provide various reports as mentioned in Scope of this RFP	
<b>13</b>	<b>Mobile based Application</b>	
a	Capability to provide real time monitoring of sites through all installed cameras	

b	Capability to provide status of UP/down sites with individual equipment age wise	
c	History of previous theft/burglary and other suspicious incidence should be available in the portal and application.	
d	Capability to provide remotely activate hooter and two way communication.	
e	Capability to raise manual ticket for down sites or any equipments	
f	Capability to take the screen shots of the live images and video	
<b>15</b>	<b>Toll Free number facility</b>	
	Dedicated Toll free number facility should be displayed at ATM site for any complaint related to non-working of e-surveillance system or its equipments	
<b>16</b>	<b>Reports</b>	
	Capability of generating all Ticket Reports with all details that include Date and Time of Alert and also capability of generating required MIS data with respect to surveillance.	

**\*Note:** All Cameras specification should be 2 MP with 25 fps and resolution (1920X1080) with 32 GB memory card recording and also have day/night mode visibility.



### General Functional and Business Requirement

Our detailed functional and business requirement out of above Mandatory Requirements and capabilities are given hereunder which will be expected to be fulfilled by the bidders for the service deliverance.

**[GENERAL FUNCTIONAL AND BUSINESS REQUIREMENTS criteria is expected to be fulfilled in general however, if there is any minor deviation in compliance, not affecting the critical service capabilities, the bid may be considered at the sole discretion of the Bank for further processing].**

Sl. No.	Alarm Panel Specification	Compliance (Yes/ No)
	<b>Sensors, Detectors and Cameras are Certified</b>	
<b>1</b>	<b>Alarm Panel Key Features</b>	
1.1	Panel with on-line connectivity to Central Monitoring Station	
1.2	16 – 32 Zone Alarm Panel	
1.3	Ethernet card for TCP/IP Networking	
1.4	8 Hours internal battery Back-up for Alarm Panel, Router, Microphone, Speaker, NVR and 1 IR Vandal Proof Dome Camera + 1 IR Vandal Proof weather proof Bullet Camera + 1 IP Based Vandal Proof Camera + 1 hidden Camera with mirror.  All Cameras should be of High Resolution and should be able to record clear images and video in the scenario of dull light at ATM site or the bright light from the back-ground. While viewing the site in real time through CCTV surveillance from Command centres of the vendor, there should be no interruptions due to connectivity/Bandwidth related issues	
1.5	Metal Security enclosure with Key lock for Alarm panel, NVR & Router with Key and Tamper zone on opening	
1.6	ATM Mains power sensing ability (Power Input Sensor-Mains Input (ON/OFF) (Silent Zone)	
1.7	UPS power sensing ability (Power Output) Sensor-UPS Output (ON/OFF) (Silent Zone)	
1.8	Built-In Internal SMPS and Battery (8 Hours) for router, NVR, 4 Cameras, Microphone and speakers	
1.9	ATMS, Cash Recyclers and other Self-service Terminals, and other equipments Removal Zone (Unique Zone)	
1.10	ATMS, Cash Recyclers and other Self-service Terminals, and other equipments Seismic Sensor / Vibration Sensor Zone (Unique Zone) (Drilling and hammering protection)	

1.11	ATMS, Cash Recyclers and other Self-service Terminals, and other equipments hood and Chest Door Zone (Unique Zone)	
1.12	ATMS, Cash Recyclers and other Self-service Terminals, and other equipments Thermal Sensor Zone (Unique Zone)	
1.13	ATM Back Room Door open Zone (Unique Zone)	
1.14	Cheque Drop Box removal (Unique Zone)	
1.15	CCTV Camera 1 (with IR Vandal Proof Dome Cameras), Speaker & Microphone removal Zone in series	
1.16	CCTV Camera 2 (IR Vandal Proof Bullet Camera) Removal Zone (Unique Zone)	
1.17	CCTV Camera 3 (IR Vandal Proof PIN hole Camera) Removal Zone (Unique Zone)	
1.18	CCTV Camera 4 (IP Vandal Proof Dome Camera) Removal Zone (Unique Zone).	
1.19	Smoke / Fire Sensor Zone (Unique Zone)	
1.20	Panic Switch Zone (Unique Zone)	
1.21	Auto Shutter Lock Sensor Zone	
1.22	Motion Sensor Zone to Detect motion between 22.00 hrs and 06.00 hrs or any differentially defined time set to detect motion in ATM room (Unique Zone). Timing should be programmable for each site specific requirements.	
1.23	Glass Break Zone to Detect breaking of glass (Unique Zone)	
1.24	8 Hours battery backup for Alarm Panel	
1.25	One Mirror for rear view by the customer	
<b>2</b>	<b>Required Sensors and Devices</b>	
2.1	ATMS, Cash Recyclers & other Self-service Terminals, and other equipments Removal Sensor (Metal contact Sensor)	
2.2	ATMS, Cash Recyclers & other Self-service Terminals, and other equipments Seismic sensor / Vibration sensor Zone (to work with UL 291 Business hour and UL 291,24 hour ATM Chest)	
2.3	ATMS, Cash Recyclers, hood and other equipments Chest Door Zone (Plastic /metal Contact Sensor)	
2.4	ATMS, Cash Recyclers & other Self-service Terminals, and other equipments Thermal Sensor with Rate of rise feature	
2.5	ATM Back Room Sensor (Metal contact Sensor)	
2.6	Security Enclosure Tamper Sensor	



2.7	Removal Sensor Cheque Drop Box, UPS and Battery (Metal contact Sensor)	
2.8	Door open Sensor for Cheque Drop Box(contact Sensor)	
2.9	Speaker Removal Sensor (Plastic Contact sensor)	
2.10	Microphone Removal Sensor (Plastic Contact Sensor)	
2.11	CCTV Camera 1 Removal sensor	
2.12	CCTV Camera 2 Removal Sensor	
2.13	CCTV Camera 3 Removal Sensor	
2.14	CCTV Camera 4 Removal Sensor	
2.15	Glass Break Sensor	
2.16	PIR Motion Sensor/ Occupancy Sensor	
2.17	Removal sensor for Siren/hooter	
2.18	Panic Switch/ Duress Button at backroom/lobby / as required	
2.19	Backdoor open/close sensor	
2.20	Shutter sensor to monitor opening/closing activity (Optional)	
<b>3</b>	<b>Image &amp; Video Items</b>	
3.1	8 Channel NVR with Tamper indication and Surveillance rated HDD with 90+ Day's motion based recording capacity. Bidder must provide the HDD specification and proof that HDD is Surveillance rated HDD.	
3.2	90+ days motion based recording at cloud	
3.3	IP Dome IR Camera – front Lobby	
3.4	IP Camera IR – front / Back lobby, as required	
3.5	IP Bullet IR Camera – out Side ATM room for entrance / front surrounding monitoring	
3.6	IP hidden Camera with mirror	
<b>4</b>	<b>2 Way Audio Items</b>	
4.1	High standard Speaker with audio cables.	
4.2	High standard Microphone with audio cables.	
4.3	Pre-recorded messages should be played with minimum 60 seconds or more to avoid any theft/burglary or any suspicious activity.	
<b>5</b>	<b>Communication Equipment at Sites</b>	
5.1	GSM /VPN with minimum 4G multi SIM intelligent Router with bandwidth aggregator/any other suitable mode (triple/quad Connectivity is required)	
5.2	High Gain Antennae where required	
5.3	The functioning of the ATM should not be impacted because of the use or failure of any communication equipment	

<b>6</b>	<b>Central Alarm Monitoring Station (Infrastructure Requirements)</b>	
6.1	Servers with 'HOT REDUNDANCY'. If the Primary server fails, the secondary server takes over immediately with no time loss	
6.2	Minimum 30 <b>MBPS</b> Primary Back-haul from Network provider Hub to Central Monitoring Station with auto switches over. Letter from network provider is required.	
6.3	<b>30 MBPS Secondary</b> Back haul from another Network provider for Back up to Primary Back Haul. Letter from network provider is required.	
6.4	UPS Supply to all systems	
6.5	Generator Back-Up to Mains Power with auto-Start	
6.6	Data Storage on Network Access Storage (NAS) for high data Redundancy	
6.7	GSM /VPN with minimum 4G multi SIM intelligent Router with bandwidth aggregator/any other suitable mode (triple/quad Connectivity is required) auto switchover	
6.8	Should have a documented and tested Business Continuity Plan (BCP), a Disaster Recovery site according to Disaster Recovery Plan (DRP) and the documents related to both BCP/DRP should be submitted to the Bank	
6.9	If not, then can DRC be implemented within 3 Months from date of first purchase order <b>(Due undertaking to be submitted)</b>	
<b>7</b>	<b>Communication Requirements Networking</b>	
7.1	On-line Alarm Panel with TCP/IP communication over secure wireless VPN Network for Alarm data, Video data and Audio data.	
7.2	On-line Alarm Panel with TCP/IP communication over secure wireless VPN Network for Alarm data, Video data and Audio data.	
7.3	TCP/IP Networking	
7.4	International standard SIA messaging	
<b>8</b>	<b>Central Alarm Monitoring Station Alert Handling Service Requirement - (Scope)Alarm Station Service Requirement</b>	
8.1	The software alert should be in form of tickets and not only Pop-Ups	
8.2	The ticket should have ability to store escalation details as below associated with the particular site that generated the alert (Individual to the sites)	
8.3	The Bidder should have a Central Monitoring System to monitor the health of all equipment deployed at sites on 24 X 7 basis. All the complaints will be reported to the	

	bidder and the Bidder should coordinate with their local representatives/technicians to attend all the complaints.	
8.4	Store escalation matrix of 5 MSP agency individual associate with that particular site	
8.5	Store escalation matrix of 5 Dispatch Agency individual associate with that particular site	
8.6	Store escalation matrix of 5 Fire Department individual associate with that particular site	
8.7	Store escalation matrix of 5 Police individual associate with that particular site	
8.8	Store escalation matrix of 5 Bank individual associate with that particular site	
8.9	The ticket must have ability to note the conversation details of each escalation individual of MSP, Dispatch Agency, Police and Fire departments and Bank individuals within the ticket.	
8.10	The ticket must have the ability to record closure Comments	
8.11	Start Siren from Central station	
8.12	Stop Siren from Central station	
8.13	Bypass sensors from central station	
8.14	Reset Smoke/Fire sensor from Central Station	
8.15	Ability to put Alarm Panel on "Test Mode" that generates no SMS or emails when alarm panel is under testing	
8.16	Chest Door and Cheque drop Box door opening should have a schedule setting at Central Monitoring Station.	
8.17	An alert ticket must NOT be raised if door is opened after 06.00 hrs and before 22.00. Siren must not sound.	
8.18	Alert ticket must be raised if door is opened between 22.00 hrs to 06.00 hrs and siren must sound	
8.19	Video verification must be performed to verify the incident/activity	
8.20	Ability to set the schedule individually for each ATM Site.	
8.21	Escalate as per escalation procedures if crime cannot be Deterred (Escalation matrix will be worked out)	
8.22	Back room Door opening should have a schedule setting at Central Monitoring Station.	
8.23	An alert ticket must NOT be raised if door is opened after 06.00 hrs and before 22.00 hrs, Siren must not sound.	
8.24	An alert ticket must be raised if door is opened between 23.00 hrs to 06.00 hrs and siren must sound	
8.25	Video verification must be performed to verify the incident/activity	
8.26	If abnormal activity is detected, then use 2-way audio to deter the activity	

8.26	Ability to set the schedule individually for each ATM Site.	
8.27	Escalate as per escalation procedures if crime cannot be deterred (Escalation matrix will be worked out)	
<b>9</b>	<b>Motion Monitoring of ATM room</b>	
9.1	An alert ticket must NOT be raised if there is motion after 06.00 hrs and before 22.00 hrs. Siren must NOT Sound.	
9.2	An alert ticket must be raised if there is motion between 22.00 hrs to 06.00 hrs. Siren must NOT Sound.	
9.3	Video verification must be performed to verify the incident/activity	
9.4	If abnormal activity is detected, start siren from central monitoring station and use 2-way audio to deter the activity	
9.5	Ability to set the schedule individually for each ATM Site.	
9.6	Escalate as per escalation procedures if crime cannot be Deterred. (Escalation matrix will be worked out)	
<b>10</b>	<b>Sensor tripping must generate an alert ticket</b>	
10.1	Video verification must be performed to verify the incident	
10.2	If normal activity switch off siren from Central Station	
10.3	If abnormal activity perform 2-way audio to deter the Activity	
10.4	Escalate as per escalation procedures if crime cannot be deterred	
<b>11</b>	<b>Send Emails &amp; Phone Calls instantaneously to the personnel as per the given Contact list. Details to be provided by the Bank</b>	
11.1	In case of Robbery/Burglary/ snatching attempt - to Channel Managers, Branch Manager and nearest Police Station	
11.2	In case of Fire - to Channel Managers, Branch Manager and nearest Fire Brigade Station	
<b>12</b>	<b>Previous Pre-View functionality</b>	
	The Central monitoring station must have a previous preview functionality attached to the ticket where they can view previous images of the site of last 30 minutes. This is required to get images even if the burglar has blocked the camera before perpetrating the crime.	
<b>13</b>	<b>Central Recording</b>	
	When the Central Monitoring Executive has viewed the site through	
<b>14</b>	<b>Central Image Pulling</b>	

	Central Monitoring Station must have the ability to pull images and Video footage centrally from site DVR of when demanded by the Bank.	
<b>15</b>	<b>Quick Response Team(Optional)</b>	
<b>16</b>	<b>Reports</b>	
	<b>All Ticket Report with all details that include Date and Time of Alert</b>	
	<p>Site ID,</p> <p>Site Address including location, state and city,</p> <p>Type of Alert.</p> <p>Name of Operator to whom ticket was assigned</p> <p>Time of acknowledging the ticket</p> <p>Time lapsed to acknowledge the ticket</p> <p>Time when operator started deterrence (If any)</p> <p>Time lapsed for above</p> <p>Operator comments of his conversation with escalation persons</p> <p>Operator closure comments</p>	
	<b>Deterrence Ticket Report (where deterrence was performed) with all details that include –</b>	
	<p>Date and Time of Alert-</p> <p>Site ID</p> <p>Site Address including location, state and city Type of Alert</p> <p>Name of Operator to whom ticket was assigned</p> <p>Time of acknowledging the ticket</p> <p>Time lapsed to acknowledge the ticket</p> <p>Time when operator started deterrence</p> <p>Time lapsed for above</p> <p>Operator comments of his conversation with escalation persons</p> <p>Operator closure comments</p>	

	<b>Chest Door Open Report with all details that include –</b>	
	Date and Time of Chest door open Site ID Site Address including location, state and city Type of Alert Date and Time of Chest Door close	
	<b>E- Surveillance System down report with all details that include -</b>	
	Date and Time of System down and resumed functioning Reason, Site ID, Site Address including location, state and city	
	<b>Alarm panel not responding report with all details that include –</b>	
	Date and Time of when not getting status message from panel Site ID Site Address including location, state and city Type of Alert Date Time of regaining communication	
	<b>Video Housekeeping Reports</b>	
	06.00 hrs – 08.00 hrs 12.00 hrs– 14.00 hrs 18.00 hrs – 20.00 hrs	
	All reports in respect of Energy Saving Solution	

**Commercial Bid Format**

Sl. No	Item Description	No. of Sites (a)	No. of Monthly Payments in 3 years for each site (b)	Charges per month / site (Rs) [c]	Charges Per Site (d)	Total Amount $E=(a*b*c*d)$
A	Monthly Charges for Centralised Monitoring of eSurveillance System of ATMs/eLobbies/Cash Recyclers	2000	36			
B	Shifting & Installation of all equipment installed by eSurveillance Vendor	50				
C	Total Cost of Ownership (D=A+B) (In Figures)					
D	Amount in Words: Rupees.....					

**OPTIONAL ITEMS**

Sl. No	Item Description	No. of Sites (a)	No. of Monthly Payments in 3 years for each site (b)	Charges per month / site (Rs) [c]	Charges Per Site (d)	Total Amount $E=(a*b*c*d)$
1.	Quick Response Team (QRT)	2000	36			
	Amount in Words: Rupees _____					

**The above quotation is subject to the following considerations:-**

- The calculation for arriving at TCO is properly mentioned in the appropriate columns. In case of any anomalies in the calculation for arriving at TCO the Bank will have the right to correct the same and it will be binding upon the selected bidder.
- TCO will be calculated based on considering unit price quantity and tax.
- If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the bank without any cost. All cost is quoted in INR only.
- In case of any discrepancy between figures & words, the amount in words shall prevail.
- Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- We have ensured that the price information filled in the Commercial Offer at

appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.

- vii. Lowest Bidder (L1) will be determined on the, i.e. Total Cost of Ownership, i.e. TCO.
- viii. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions.
- ix. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.
- x. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- xi. Please note that any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 16.05.2020 and subsequent pre-bid and amendments.

**Company Seal**  
**Signatory**

**Date**

**Name & Designation:**

यूको बैंक  UCO BANK Authorized



**Annexure-E(i)**

Sl. No	Item Description	No. of Sites (a)	No. of Monthly Payments in 3 years for each site (b)	Charges per month / site (Rs) [c]	Charges Per Site (d)	Total Amount $E=(a*b*c*d)$
A	Monthly Charges for Centralised Monitoring of eSurveillance System of ATMs/eLobbies/Cash Recyclers	2000	36	XX		XX
B	Shifting & Installation of all equipment installed by eSurveillance Vendor	50			XX	XX
C	Total Cost of Ownership (D=A+B) (In Figures)					
D	Amount in Words: Rupees XX					

**OPTIONAL ITEMS**

Sl. No	Item Description	No. of Sites (a)	No. of Monthly Payments in 3 years for each site (b)	Charges per month / site (Rs) [c]	Charges Per Site (d)	Total Amount $E=(a*b*c*d)$
1.	Quick Response Team (QRT)	2000	36	XX	XX	XX
	Amount in Words: Rupees XX					

**The above quotation is subject to the following considerations:-**

- The calculation for arriving at TCO is properly mentioned in the appropriate columns. In case of any anomalies in the calculation for arriving at TCO the Bank will have the right to correct the same and it will be binding upon the selected bidder.
- TCO will be calculated based on considering unit price quantity and tax.
- If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the bank without any cost. All cost is quoted in INR only.
- In case of any discrepancy between figures & words, the amount in words shall prevail.
- Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- We have ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields

have been filled in correctly.

- vii. Lowest Bidder (L1) will be determined on the, i.e. Total Cost of Ownership, i.e. TCO.
- viii. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions.
- ix. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.
- x. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- xi. Please note that any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 16.05.2020 and subsequent pre-bid and amendments.

**Company Seal**  
**Signatory**  
**Date**



**Authorized**

**Name & Designation:**

**Eligibility Criteria Compliance**

Sl. No.	Clause	Documents required	Compliance (Y/N)
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 and should have been in business of e-surveillance In India for at-least last 3 years as from the RFP issuance date.	Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility bid.	
2	The Bidder should have minimum annual turnover of Rs. 10 Crores per year during the last three financial years (2016-17, 2017-18 & 2018-19). This must be the individual company turnover and not of any group of companies.	Copy of the audited balance sheet of the company for the consecutive last three financial years (2016-17, 2017-18 & 2018-19) should be submitted along with Chartered Accountant Certificate.	
3	Bidder should be a profit making company for each of the last three financial years (2016-17, 2017-18 & 2018-19).		
4	The bidder should have experience of providing e-Surveillance System for minimum of 2000 Sites (ATMs/e-lobbies) in atleast 2 (two) Scheduled Commercial Banks in India as on RFP issuance date in last three financial years (2016-17, 2017-18 & 2018-19).	Reference letter along with purchase order from Banks confirming successful implementation of e-surveillance system to be submitted with following details: 1. Name of Client 2. No. of Sites 3. Location of Central Monitoring Station 4. Person who can be referred to from Clients' side, with	

		Name, Designation, Postal Address, Phone and Fax numbers, E-Mail Ids, etc., (Attach copies of purchase orders and satisfactory completion certificate signed by minimum Assistant General Manager/Deputy General Manager level of the Bank).	
5	<p>The Central Monitoring Station Infrastructure must be in place in India as on RFP Issuance date.</p> <p>They should not be subletting their infrastructure to third party.</p>	<p>Self-Certificate stating clearly that they have an established Central Monitoring Station with complete infrastructure placed in and functioning from India.</p> <p>A certificate to the effect that they are not subletting their infrastructure support to any third party.</p>	
	<p>The bidder should have at least service centres across the country covering all the Zonal offices of the Bank with one (1) dedicated for North-east region and should be capable of expanding the service centres. List of service centres to be enclosed as per Annexure –R along with an undertaking to expand the service centres to extend the support.</p>	<p>The bidder should submit detailed list of such support centers across India covering the locations. (Including locations of service partner's support centres/ engineers, separately.)</p>	
7	<p>Bidder should not have been black-listed by (the Central / any of the State Governments or any Financial Institutions in India as on date of RFP submission) any bank / institution in India.</p>	<p>Bidder has to submit a Declaration in the format as mentioned in the Annexure – K.</p>	

8	The service provider should ensure that there are no proceedings / inquiries / investigations have commenced / pending against service provider by any statutory or regulatory agencies or any other for which performance under the contract will/may get adversely affected/affected.	Self-declaration to this effect on the company's letterhead should be submitted	
<b>Note:</b> In this RFP, either the Indian agent on behalf of Principle/OEM or Principle/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. If an agent submits bid on behalf of the Principle/OEM, the same agent shall not submit a bid on behalf of another Principle/OEM in the same tender for the same item or product.			



**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 "UCO BANK") having agreed to exempt M/s (Name of the bidder Company) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the bidder company) (hereinafter called "the said BIDDER") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no. ....dated..... issued to the Bidder and an Agreement to be made between UCO Bank and the Bidder for a period of ..... In pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said BIDDER of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees..... Only).

We, ..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of ..... [BIDDER] do hereby undertake to pay to UCO BANK an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said BIDDER of any of the terms or conditions contained in the said Agreement.

2. We ..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said BIDDER of any of the terms or conditions contained in the said Agreement or by reason of the BIDDER'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the BIDDER 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 BIDDER for payment there under and the BIDDER shall have no claim against us for making such payment.

4. We ..... [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said BIDDER and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ..... (Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We ..... [indicate the name of bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said BIDDER from time to time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said BIDDER 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 BIDDER or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said BIDDER 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 BIDDER.

7. We ..... [Indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

- i) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) only.
- ii) This Bank Guarantee shall be valid upto ..... and

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

8. Dated the ..... day of ..... for..... [indicate the name of Bank]

Yours' faithfully,

For and on behalf of

\_\_\_\_\_ Bank.

Authorized Official.

NOTE:

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





**PRE CONTRACT INTEGRITY PACT**

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

1. Whereas UCO Bank having its registered office at 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 acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to procure **(for Implementation of e-Surveillance Systems on Opex Model)** hereinafter referred to as Stores and / or Services.

And

M/s\_\_\_\_\_ represented by\_\_\_\_\_ Authorised signatory, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company/ /partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as —Party or collectively as the —parties, as the context may require.

**3. Preamble**

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for ~~supply / purchase / etc.~~ of **Implementation of e-Surveillance Systems on Opex Model** and the Bidder /Seller is one amongst several bidders /Proprietary Bidder /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**4. Commitments of the Buyer**

**4.1** The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

- (i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- (iii) The Buyer will exclude from the process all known prejudiced persons.

**4.2** If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

## **5. Commitments of the Bidder(s) /Seller(s):**

**5.1** The Bidder(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (i) The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- (ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

**5.2** The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

**5.3** The Bidder(s) /Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

#### **5.4 Agents / Agency Commission**

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter -Bank Offer Rate) (for foreign bidders) and Base Rate of SBI (State Bank of India) plus 2% (for Indian bidders). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

#### **6. Previous Transgression**

**6.1** The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

**6.2** If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

#### **7. Company Code of Conduct**

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance

program for the implementation of the code of conduct throughout the company.

## **8. Sanctions for Violation**

**8.1** If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

- (i)** To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
- (ii)** To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
- (iii)** To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
- (iv)** To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

**8.2** If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

## **9. Compensation for Damages**

**9.1** If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

**9.2** If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

## **11. Independent External Monitor(s)**

**11.1** The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).

**11.2** As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.

- 11.3** The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.
- 11.4** If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.
- 11.5** If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.
- 11.6** The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.
- 11.7** The word "Monitor" would include both singular and plural.

## **12. Law and Place of Jurisdiction**

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Kolkata, India.

## **13. 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 provision of the extant law in force relating to any civil or criminal proceedings.

## **14. Integrity Pact Duration.**

- 14.1** This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- 14.2** If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank .
- 14.3** Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

## **15 Other Provisions**

- 15.1** Changes and supplements need to be made in writing. Side agreements have not been made.
- 15.2** The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.
- 15.3** In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.
- 15.4** Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.

16. This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.
17. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
18. The Parties here by sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_ (Seller/Bidder) and at \_\_\_\_\_ on \_\_\_\_\_ (Buyer)

**BUYER**

**Signature:**  
**Authorized Signatory**  
**UCO Bank**  
**Department of IT**

**Place:**

**Date:**

**Witness:**  
**(Name & Address)**

**BIDDER /SELLER**

**Signature:**  
**Authorized Signatory**

**Witness:**  
**(Name & Address)**

**Format of Pre-Bid Queries to be submitted by the Bidder(s)**

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	Subject/Description	Query sought/Suggestions of the Bidder





**Format of Bank Guarantee (EMD)**

**To**

**The Deputy General Manager  
DIT, BPR & BTD  
UCO Bank, Head Office  
5th Floor, 3&4, DD Block, Sector-I  
Salt Lake, Kolkata - 700064**

Dear Sir,

In response to your invitation to respond to your RFP for Implementation of e-Surveillance Systems on Opex Model, 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 Implementation of e-Surveillance Systems on Opex Model.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the \_\_\_\_\_ Bank having our Head Office \_\_\_\_\_ hereby irrevocably guarantee an amount of **Rs.25,00,000/- (Rupees Twenty-Five Lakh 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.25,00,000/- (Rupees Twenty-Five Lakh Only)**.
2. This Bank guarantee will be valid upto \_\_\_\_\_; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before \_\_\_\_\_.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

Yours faithfully,

For and on behalf of

\_\_\_\_\_ Bank

Authorised Official

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

**(The value of the stamp paper will be as applicable at the place of issuing of Bank Guarantee.)**

**Undertaking for Non-Blacklisting / Non-Debarment of the bidder**

**To**  
**The Deputy General Manager**  
**DIT, BPR & BTD**  
**UCO Bank, Head Office**  
**5th Floor, 3&4, DD Block, Sector-I**  
**Salt Lake, Kolkata -700064.**

Dear Sir(s),

**Sub: Request for Proposal (RFP) for “Implementation of e-Surveillance Systems on Opex Model” vide “RFP Ref No: DIT/BPR&BTD/OA/234/2019-20 Date-16/05/2020.”**

- a. We M/s \_\_\_\_\_, the undersigned hereby confirm that we have read and understood the eligibility criteria and fulfil 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.
- e. We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.
- f. (Deviation to the above if any, the Bidder must provide details of such action(s)

1.

2.

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

**Undertaking to abide by all By-Laws / Rules / Regulations**

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

**To**

**The Deputy General Manager**

**DIT, BPR & BTD, UCO Bank, Head Office**

**5th Floor, 3&4, DD Block, Sector-I**

**Salt Lake, Kolkata -700064**

**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 for Implementation of e-Surveillance Systems on Opex Model with RFP REF NO: DIT/BPR & BTD//OA/234/2019-20 Date-16/05/2020** 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 Authorized Signatory (s)]**

**Undertaking by the bidder**

**To  
The Deputy General Manager  
DIT, BPR & BTD  
Bank, Head Office  
5th Floor, 3&4, DD Block, Sector-I  
Salt Lake, Kolkata -700064**

Dear Sir,

**Sub: RFP for Implementation of e-Surveillance Systems on Opex Model vide RFP  
Ref. No DIT/BPR & BTD//OA/234/2019-20 Date-16/05/2020)**

We submit our Bid Document herewith.

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Purchase Order.

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

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

**Undertaking Letter to the Bank on the Bidder's Letterhead**

**To**  
**The Deputy General Manager**  
**DIT, BPR & BTD**  
**UCO Bank, Head Office**  
**5th Floor, 3&4, DD Block, Sector-I**  
**Salt Lake, Kolkata -700064**

Dear Sir,

**Sub: RFP for Implementation of e-Surveillance Systems on Opex Model Ref. No**  
**DIT/BPR & BTD//OA/234/2019-20 Date-16/05/2020)**

Further to our proposal dated ....., in response to the Request for Proposal (Bank's tender No. .... hereinafter referred to as "**RFP**") issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

**Performa of letter to be given by the Bidder participating in the RFP for Implementation of e-Surveillance Systems on Opex Model**

**To  
The Deputy General Manager  
DIT, BPR & BTB  
UCO Bank, Head Office  
5th Floor, 3&4, DD Block, Sector-I  
Salt Lake, Kolkata -700064**

Dear Sir,

**Sub: RFP for Implementation of e-Surveillance Systems on Opex Model vide RFP Ref. No DIT/BPR & BTB//OA/234/2019-20 Date-16/05/2020)**

Further to our proposal dated ....., in response to the Request for Proposal (Bank's tender No. .... hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

We hereby confirm that we are agreeable to provide services as per SLA for a period of 3 (three) years, on the basis of performance. All the Annexures with other Technical documents duly filled in and signed are enclosed. We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

The bid submitted herein shall be valid for a period of 180 days from the date of RFP response submission process closes

Yours faithfully,

Authorized Signatory:

Designation:

Bidder's corporate name:

**Undertaking Letter on the bidder's letterhead for Central Minimum Wages Act & Labour Laws.**

**To**  
**The Deputy General Manager**  
**DIT, BPR & BT,UCO Bank, Head Office**  
**5th Floor, 3&4, DD Block, Sector-I**  
**Salt Lake, Kolkata -700064**

Dear Sir,

**Sub: RFP for Implementation of e-Surveillance Systems on Opex Model vide RFP**  
**Ref. No DIT/BPR & BT//OA/234/2019-20 Date-16/05/2020)**

Further to our proposal dated ....., in response to the Request for Proposal (Bank's tender No. .... hereinafter referred to as "**RFP**") issued by Bank, we hereby covenant, warrant and confirm as follows:

In this regard we confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed as part of this solution/activity must comply with government's rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.

**(Proof of compliance and labour license needs to be submitted along with the quotation).**

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

**Application Integrity Statement**

**(To be submitted in the Company Letter Head with technical Bid)**

We undertake, that application supplied for Implementation of e-Surveillance Systems at ATMs on Opex Model provided to Bank as per the scope of this RFP is free of malware, free of any obvious bugs, and free of any covert channels in the code.

Authorized signatory

Name:

Designation:

Place:

Date:





**Details of Support Centers**  
(To be included in Technical Bid)

Sl. No.	City	Own	Postal Address	Contact Numbers	Brief Description	No. of Field Support Engineers
1						
2						
3						
4						
5						
6						
7						
8						
9						
..						

Authorized signatory

Name:

Designation:

Place:

Date:



**Details of Technical Equipments to be supplied at individual Sites and Central Location**

Sl.No.	Details of Technical Equipments	Central Location
1		
2		
3		
.		
.		
n		
Sl.No.	Details of Technical Equipments	Individual Site Location
1		
2		
3		
.		
.		
n		

