

Request for Proposal (RFP)

For

**Supply, Installation, Commissioning & Maintenance of
X-Ray Baggage Inspection System (X-BIS) for Bank's
Head Office-II Building, located at Salt Lake, 3 & 4 DD
Block, Kolkata-64**



**Central Security Department, Head Office
10 BTM Sarani, Kolkata-700 001**

RFP REF NO: UCO/SEC/HO/2018/25 Date: 24/01/2018

Cost of the RFP document: - Rs 2000/- (Rupees Two Thousand Only)

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

This document is prepared by UCO Bank for its Supply, Installation, Commissioning, & Maintenance of X-BIS for Bank's HO-II building, located at Salt Lake, Kolk-64.

Disclaimer

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

OBJECTIVES

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 3000 branches spread all over the country.

Bank invites response from experienced vendors with proven capabilities to supply, installation & commissioning & maintenance of X-BIS at its Head Office-II building located at Salt Lake, Kolkata-64. The objective of installation of X-BIS is to detect prohibited materials, USB device, external hard disk, data cables etc to ensure standard information security. Only those bidders, who satisfy the eligibility criteria, mentioned in this RFP document need to respond.

Part –I General Terms and Conditions

1.1 –A- Introduction

UCO Bank invites sealed tenders comprising of Technical bid and Commercial bid from experienced bidders having proven capabilities of Supply, Commissioning, and Maintenance of X-BIS. The bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not be acceptable to UCO Bank.

The bidder (also called the vendor or bidder through this document) appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project.

Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the scope of work.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the RFP document shall be the governing document for arrangement between the Bank and the bidder in terms of this RFP documents.

The RFP document may be downloaded from our website www.ucobank.com. The bidders downloading the document from Bank's website www.ucobank.com must pay the cost of the document, in a separate cover and properly superscribed, at the time of submission of the bids.

The details are given below:

<i>Tender Reference</i>	<i>UCO/SEC/HO/2018/.... Dated .../01/2018</i>
<i>Cost of Tender documents</i>	<i>Rs 2,000 /-</i>
<i>EMD (Returnable)</i>	<i>Rs 20,000/- (in the form of DD)</i>
<i>Date of issue of RFP</i>	<i>24/01/2018</i>
<i>Last date for submitting queries for the Pre-bid Meeting through e-mail</i>	<i>06/02/2018</i>
<i>Pre-Bid meeting & Venue</i>	<i>08/02/2018 at 11.00 am at below mentioned address.</i>
<i>Last Date and Time for receipts of tender bids</i>	<i>17/02/2018 at 15.00 pm</i>
<i>Opening of technical bids</i>	<i>17/02/2018 at 15:30 pm</i>
<i>Opening of Price Bids</i>	Commercial Bid of only those short-listed-bidders, who have qualified in Technical evaluation, will be opened by the Bank & the date will be notified later separately.
<i>Address of Communication</i>	<i>UCO Bank, Head Office Central Security Department</i>

	2nd Floor, 10 B.T.M. Sarani Kolkata-700 001
Email address	<i>hosecurity.calcutta@ucobank.co.in</i>
Contact Telephone/Fax Numbers	<i>Tel : 033-4455-7944</i>
Bids to be submitted	<i>Tender box placed at above address</i>

Any bid received after last date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank.

1.1. B – Bid Documents

The Bid document shall be in two parts viz. Technical Bid & Commercial Bid. Both the bids must be submitted in separate sealed envelopes super scribing “**Technical Bid** for supply, installation & commissioning & maintenance of X-BIS for UCO Bank” on the envelope containing Technical Bid & “**Commercial Bid** for Supply, installation & commissioning & maintenance of X-BIS for UCO Bank” on top of the envelope containing Commercial Bid. If the covers/envelopes are not sealed & super scribed as required, the Bank will assume no responsibility for its misplacement or premature opening.

The bidders should take care of submitting the bids properly filed so that the papers are not loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny.

Bidders are requested to participate in the tender process strictly according to the time schedule mentioned above.

The technical bid will be opened first and only those bidders, deemed eligible as per the eligibility criteria mentioned in this RFP, will be shortlisted for technical evaluation; the qualified bidders will be notified separately. Commercial Bid of only those short-listed-bidders, who have qualified in Technical evaluation, will be opened by the Bank & the date will be notified later separately.

1.1-C- The Bids should be addressed to:

**AGM & Chief Security Officer
Central Security Department
2nd Floor, Head Office
UCO Bank
10 B.T.M Sarani
Kolkata - 700 001**

UCO Bank is not responsible for non-receipt of response to RFP within the specified date and time due to any reason including postal holidays or delays. In case the specified date of submission & opening of Bids is declared holiday in West Bengal under NI Act, the bids will be received till the specified

time on next working day and Technical Bid will be opened at same time on that day.

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the target date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

1.2 Submission of Bid

Bid should be submitted with a forwarding letter as per **Annexure-A**.

- 1.2.1 Technical Bid should be submitted in an envelope duly super scribed as **Technical Bid** for supply, installation & commissioning & maintenance of X-BIS for UCO Bank". Technical Bid should comply with the Scope of work as specified hereinafter.
- 1.2.2 The Technical bid should be complete in all respects and contain all information mentioned, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with technical Bid.
- 1.2.3. The Technical bid should have documentary proof in support of Pre-Qualification Criteria and **Annexure B**.
- 1.2.4 Commercial bid duly sealed and super scribed as "**Commercial Bid** for supply, installation & commissioning & maintenance of X-BIS for UCO Bank".
- 1.2.5. The Commercial bid should be submitted as per proforma given in **Annexure-C**.
- 1.2.6. **EMD** should be submitted along with RFP in the form of DD.
- 1.2.7 At any time, prior to deadline for submission of RFP, UCO Bank may modify any of the terms & conditions and technical specifications at its sole discretion and the same will be available on Bank's website and the amendments shall be binding on the bidder. In case of any amendment, UCO Bank may extend the deadline for submission of response to this RFP in order to provide a reasonable time to the prospective bidders.
- 1.2.8 UCO Bank reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder need to submit the documentary evidence(s) as required by UCO Bank.
- 1.2.9 Any Technical Bid, submitted with incorrect information will be liable for rejection. Further, if any bidder is found to have submitted incorrect information at any time, he may be debarred from participation in the future tendering processes of Bank.

- 1.2.10 The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
- 1.2.11 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.
- 1.2.12 The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders.
- 1.2.13 Canvassing of any kind or Bid submitted with false information will be a disqualification.
- 1.2.14 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.
- 1.2.15 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 validity period.
- 1.2.16 Further, subsequent to the orders being placed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies viz. Sales tax, excise duty, custom duty, etc.
- 1.2.17 The Bank shall be under no obligation to accept the technical solution offered or the lowest or any other offer received in response to this RFP notice.
- 1.2.18 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 cancel the entire RFP process without assigning any reasons whatsoever at any stage of the RFP process without assigning any reason whatsoever.
- 1.2.19 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.

1.2.20 Bids once submitted shall not be returned to the Bidder in future.

1.2.21 The technical bid shall be submitted strictly in conformity with the Scope of Work.

1.2.22 The Bank expects the selected bidder to adhere to the terms of this RFP document and would not like or accept any deviations to the same.

1.3 Cost of tender Documents

The intending bidders should pay the Cost of tender Documents of **Rs 2000/- (Rupees Two Thousand only)**. The Cost of tender Documents shall be paid by Demand Draft / Banker's Cheque / Pay Order drawn in favour of '**UCO Bank**' payable at Kolkata. The Cost of tender Document is non-refundable. The bidder downloading the tender document from Bank's website www.ucobank.com must pay the cost of the tender document, in a separate cover, at the time of submission of the bids.

1.4 Earnest Money Deposit

The Bidder must submit Earnest Money Deposit (**EMD**) along with the Technical Bid in the form of DD. The EMD amount is '**Rs 20,000/- (Rupees Twenty thousand Only)**' issued by any scheduled commercial bank.

Non-submission of EMD will lead to outright rejection of the bid of the bidder. The EMD of unsuccessful bidders will be returned to them on completion of the tender process. The EMD of successful bidder will be returned on submission of Performance Bank Guarantee as specified hereunder.

The EMD made by the bidder will be forfeited if:

- 1.4.1 The bidder withdraws his tender before processing of the same.
- 1.4.2 In the case of a successful bidder, if the bidder fails in accordance with any Terms and Conditions or any requirement as specified in this document.
- 1.4.3 The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- 1.4.4 The bidder violates any of the provisions of the terms and conditions of this tender specification.

1.5 Rejection of the Bid

The Bid is liable to be rejected if:

- a) The document doesn't bear signature & stamp of authorized person on each page.
- b) It is received through Telegram/Fax/E-mail.

- c) If it is received after expiry of the due date and time stipulated for Bid submission.
- d) Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- e) Bidder should comply with all the points mentioned in the RFP.
Noncompliance of any point will lead to rejection of the bid.
- f) Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

1.6 Pre Bid Meeting

The queries for the Pre-bid Meeting should be reached in writing or by email on or before **06/02/2018** on e-mail: **hosecurity.calcutta@ucobank.co.in**. It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard.

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting on **08/02/2018** at **11.00 hrs** at Central Security Dept. Head Office, UCO Bank, located at 10 BTM Sarani, Kolkata-01.

1.7 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.

1.8 Introduction and Disclaimer

This Request for Proposal document ("RFP") has been prepared solely to enable UCO Bank ("Bank") in defining the requirements for supply, installation & commissioning & maintenance of X-BIS for UCO Bank".

The RFP document is not a recommendation, bid or invitation to enter into a contract, agreement or other arrangement in respect of the services.

1.9 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.

1.10 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.

1.11 Confidentiality

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank.

The bidder/Recipient must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder/Recipient 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.

- 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 must execute a Non Disclosure Agreement to the bank as per bank's format before or at the time of execution of the Master Contract.

1.12 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.

1.13 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.

1.14 No Legal Relationship

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

1.15 Errors and Omissions

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

1.16 Acceptance of Terms

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

1.17 RFP Response

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

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

1.18 RFP Response Validity Period

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

1.19 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.

1.20 Language of Bids

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

1.21 Indemnity

The Vendor / bidder agrees to indemnify and keep indemnified, defend and hold harmless the Bank and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, litigation cost, reasonable attorneys fees), arising before or after successful installation of X-Ray Machine at HO-2 Building, which result from, arise in connection with or are related in any way to claims by third parties arising out of or in connection with

- The Vendor's / bidder's breach of any of the terms and conditions, representations, warranties specified in the Agreement/Contract; infringement of Intellectual Property Rights of the Bank; acts or omissions of, negligence, or misconduct by the Vendor/bidder; or its professionals, representatives, agents, security analysts, consultants and advisors;
- For the purpose of the Agreement, the vendor / bidder shall include the vendor / bidder, its personnel, employees, consultants, and / or other authorized persons.
- In no event shall the vendor/bidder be liable for claims arising from or in connection with the sole negligence or misconduct of the party seeking indemnification.
- The responsibility to indemnify set forth in this Clause shall survive the termination of this Agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof.
- The vendors/ Bidders should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:
 - i. Non-compliance of the vendor with Laws / Governmental Requirements
 - ii. IP infringement
 - iii. Negligence and misconduct of the Vendor, its employees, and agents

- iv. Breach of any terms of RFP, Representation or Warranty
- v. Act or omission in performance of service.
- **The selected vendor/bidder has to furnish a letter of undertaking cum indemnity in Bank's favour as per the format to be supplied by the Bank at the time of execution of the agreement. (Given as Annexure-E)**

The Vendor/Bidders shall also indemnify Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods/services, Software package or any part thereof in India and abroad.

In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods/services or any part thereof in India, the Bidder shall act expeditiously to extinguish such claims. If the Bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the Bidder of such claims, if it is made, without delay by fax/e-mail/registered post.

1.22 Authorized Signatory

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

1.23 Force Majeure

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

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
3. Terrorist attack, public unrest in work area

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The bidder or BANK shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

1.24 Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

1.25 Non-Transferable Offer

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

The bidder should also submit an undertaking to the effect that he has not made any modification in the original copy of RFP and his bid would be liable for rejection for any violation of the above.

1.26 Termination For Convenience

The Bank reserves its rights to terminate the contract at its own convenience by giving 30 days' prior notice in writing to the selected bidder/Consultant without assigning any reason for such termination and without any cost or compensation there fore.

1.27 Bank Reserves the Right to the Followings

Bank reserves its rights, without giving any reason whatsoever and without any cost or compensation there for to.

- Reject any or all proposals received in response to the RFP
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery.
- Extend the time for submission of proposal.
- Modify the RFP document, by an amendment that would be notified on the Bank's website.

1.28- Visit of Site

Interested Vendor may visit the site up to **06/02/2018** (from 10.00 hrs to 17.00 hrs) after contacting Central Security Department. (Tel No 033 4455-7944).

PART –II

2. Pre Qualification Criteria (PQ)

The eligibility criteria to participate in bidding process are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. Document in support of all eligibility criteria are required to be submitted along with the Technical Bid.

A bidder preferably Original Equipment Manufacturer (OEM) may participate in the tender. In case any dealer want to participate in the tender, Manufacturer Authorisation Form should be submitted.

Sl. No.	Pre-Qualifying Criterion	Documents to be submitted
1.	The bidder should be registered as a company in India as per Company Act 2013.	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office
2.	The bidder should have an annual turnover of more than Rs. One Crore during each of the last three financial years as evidence by the audited accounts of the company / division.	Copy of the audited Balance Sheets for the preceding three years (i.e. 2013-14, 2014-15 and 2015-16).
3	The bidder should have made profit in any one of the last three financial years (i.e. 2014-15, 2015-16 and 2016-17)	Copy of the audited Balance Sheets for the preceding three years (i.e. 2014-15, 2015-16 and 2016-17)).
4	The bidder should have supplied, installed, commissioned and maintained X-BIS in two organizations in India, out of which one should be Private Sector Bank / PSU Bank/Financial Institutions / Government Organization within India as on RFP submission date in last 3 years.	copy of client certification for successful completion and commissioning with name and contact details of signatory.
5.	The bidder should have an office or service center in and around Kolkata for prompt after sales service.	Address of such Office or Service Centre along with contact No & e-mail ID should be submitted.

6.	The bidder should not have been blacklisted /debarred for corrupt and fraudulent practices by Govt. organizations.	Self-declaration on a letter head of their organization.
7.	The members of Tender Committee will visit the site where X-BIS has been installed by the bidder to see the performance.	The bidder shall be responsible to conduct a visit of members of Tender committee to a local site to enable the members to see the performance of X-BIS installed by bidder.

Part –III

3.1 Evaluation Criteria

The objective of evolving this evaluation methodology is to facilitate the selection of the most quality-sum-cost effective solution that appropriately meets the requirements of the Bank as identified in this RFP.

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

The Stages are:

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

3.1.1 Eligibility

The Eligibility would be evaluated first for the participating bidders. The bidders who would 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 bidder with the lowest commercial quote called Total cost of ownership (TCO) will be declared as L1.

3.1.2 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 a 5-year period that appropriately meets the requirements of the Bank identified in this RFP including warranty & AMC for next years.

3.1.3 Technical evaluation process

In Technical evaluation process, the technical bid of only eligible bidders as per Eligibility Criteria in Part II, Clause 2.1 would be evaluated. The Technical evaluation will be done on the basis of comply chart provided by bidder as per **Scope of work in Part IV. The Bidder should comply all points in scope of work in Part IV.**

Non-compliance of any point either in scope of work or any technical requirements in Annexure H may lead to rejection from the further bidding process. After technical evaluation commercial bids of only technically qualified bidders will be opened.

3.1.4 Commercial evaluation process

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:

The L1 Bidder will be selected on the basis of the amount quoted for as per Annexure-C .

3.1.5. 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.

3.1.6 In case there is a variation in value between numbers and words; the value mentioned in words would be considered.

3.1.7. The Bidder needs to provide Unit costs for components and services; unit rates with applicable taxes would be considered for the TCO purposes.

3.1.8. In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

PART –IV SCOPE OF WORK

The scope of services for the “Supply, installation & commissioning & maintenance of X-BIS for UCO Bank” is as follows:

4.1 Order details

The purchase order will be placed by the Bank from it's Head Office, Central Security Department, Head Office, UCO Bank in the name of selected L-1 bidder. The payment will be made by Head Office, Central

Security Department, Head Office after completion of the work & training to be imparted to Bank's guards, who will operate the X-BIS.

4.2 Material Details- X-Ray Baggage Inspection System, along with its all necessary accessories for its successful running as per given Technical Specification. Necessary Manual for operators is also required.

4.3 Installation and commissioning

- A) Deliveries of the equipment, installation and operationalization of complete solution should be made within 3 weeks from the date of purchase order. Training sessions for operators may be organized after installation of X-BIS. The vendor will impart necessary training to operators.
- B) If however, the delay is caused by any action pending from the Bank end, the corresponding period will not be considered while calculation of delay period.
- C) The installation will be deemed to complete when the X-BIS has been supplied, installed and made operational as per the technical specifications and satisfactory acceptance given by the Bank. The Bidder has to resolve any problems during successful installation and its operationalisation.
- D) All the equipment supplied by the Bidder shall be legal and Bidder shall give indemnity to that effect.
- E) Any license, if required, need to be provided by the successful bidder. The successful bidder is solely responsible for any legal obligation related to licenses during warranty & AMC period of five years for solution proposed as implemented by the bidder.
- F) The equipments are considered accepted (Commissioned and Operationalised) after signing the Acceptance Test (ATP) document jointly by the representative from the Bank and engineer from the successful bidder. The component level checking for individual item may be included during the acceptance test.
- G) The successful bidder is required to transport the Goods to the specified place as defined as the Project Site, transport to such place shall be arranged by the bidder, and the related costs shall be included in the quoted Price. Cost for obtaining necessary road permits and other related permits will be the responsibility of selected bidder.

4.4 Price

- A.**
- a) The Price Bid must include all equipments. The Price Bid also must include all applicable taxes such as GST / Waybill etc.
 - b) The Selected 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 validity period of the bid.

c) The Selected bidder shall keep the price valid for a period of at least six months from the date of RFP response process submission closes. The Bank further 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 Selected bidder.

d) Prices quoted by the selected bidder shall be in **Indian Rupees only**, firm and not subject to any price escalation, if the order is placed within the validity period. Further, subsequent to the orders being placed/agreement executed, the selected bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies viz. Sales tax, excise duty, custom duty, etc.

B. Mode of Payment

After successful installation & commissioning of X-BIS (including training imparted by the bidder) as per RFP ,the payment will be released.

Under no circumstance, any advance amount will be paid to the selected bidder.

C.-1 GST Clauses :-

a. Payments would be subject to withholding tax as per Income Tax Act, 1961, wherever applicable.

b. Prices or fees quoted in the purchase order shall be inclusive of all statutory levies, taxes, cess (such as Service Tax/VAT/CST/Excise Duty/Entry Tax/GST), as made applicable by Competent Authorities unless otherwise provided. Any future levy or increase in applicable taxes shall be to the account of the supplier / service provider.

c. From the date of enactment of Goods and Services Tax Act, GST¹ as applicable, only would be payable by the UCO Bank.

C. 2. Change in law clause

Any reduction in the contract price resulting from introduction of any new law, towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the Contract, then the Parties agree to a downward adjustment to the contract price to reflect the financial impact of such "Change in law".

C. 3. General Terms & Conditions

a. Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.

¹

b. The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN². In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with UCO Bank, then payments to Supplier/ Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time the accurate tax amount is finally reflected in the GSTN to UCO Bank's Account and is finally available to UCO Bank in terms of GST laws and that the credit of GST so taken by UCO Bank is not required to be reversed at a later date along with applicable interest.

c. UCO Bank has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to UCO Bank for the fault of supplier shall be recovered by UCO Bank by way of adjustment in the consideration payable.

d. Supplementary invoices/debit note/credit note for price revisions to enable UCO Bank to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding financial year.

e. The purchase order/ work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

4.5 Warranty & AMC, Contract period

A) The Selected bidder shall provide warranty for all the equipment, which will be delivered & installed in sites. The period of warranty will be **One Year** from the date of installation.

During the warranty period the Selected bidder should maintain the acceptance criteria and shall be responsible for all costs relating to service, maintenance (preventive and corrective), technical support and transport charges from and to the sites in connection with the maintenance of the X-BIS or any components/ parts there under, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified. The Selected bidder should inform the bank about the end of life of the product proposed.

B) AMC- means comprehensive AMC for the X-BIS for next **four years** after expiry of the **Warranty** given by the bidder. AMC will include all parts, hardware, software of the X-BIS. Comprehensive AMC includes preventive

& corrective maintenance of X-BIS for its smooth functioning as & when required. AMC will be **5%** of the cost of X-BIS per annum. The bidder should submit a Performance Bank Guarantee of 10% of total cost of AMC for 4 years.

Payment of comprehensive AMC will be made after every quarter after submission of service report.

C) Contract Period

The Contract Period for supply, Installation & Maintenance of X-BIS will be for a period of five years from the date of Service level Agreement (SLA). The machines shall carry warranty for a period of 1 year from installation & accepted by the Bank then for 4 years Annual Maintenance Contract(AMC).

The vendor need to execute a Service Level Agreement with UCO Bank covering all terms & conditions of this RFP, Pre-bid Response & subsequent addendum/ corrigendum. SLA will cover performance and availability of the solution deployed for contract period from the date of installation & acceptance by the bank. The performance of the vendor shall be reviewed monthly, if not found satisfactory, Bank may terminate the contract at its sole discretion by giving two months notice without assigning any reasons.

4.6 Completeness of the Project

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

4.7 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:

- Delay in commissioning / implementation / testing beyond the specified period.
- Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- 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.

- Vendor should be liable under this section if the contract/ purchase order has been cancelled.

4.8 Performance Bank Guarantee

The selected bidder should submit a Performance Bank Guaranty of any scheduled commercial Bank (Except UCO Bank) for the X-BIS for 5 years, from the date of installation of X-BIS to the tune of **10% of total cost** .The Bank Guarantee should be submitted in given format as **Annexure-D**.

4.9 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.

4.10 Privacy & Security Safeguards

The Selected bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Selected bidder under this RFP or existing at any Bank location. 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.

4.11 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.

4.12 Guarantees

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management of the Installation, Commission and Maintenance of Modular type Fire extinguisher as defined under this document, are licensed and legal.

4.13 Resolution of Disputes

The Bank and the supplier Vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the Vendor, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project director and Vendor project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately refer the dispute to the senior authorised personnel designated by the Vendor and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorised personnel designated by the Vendor and Bank, the Bank and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Kolkata.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

This RFP document shall be governed and construed in accordance with the laws of India. The courts of Kolkata alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out

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

4.14 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 commissioning of X-BIS within the specified period;
- Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
- Serious discrepancy in X-BIS noticed during the testig;
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the X-BIS.
- 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 favourable 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 favourable 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.

4.15 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.

4.16 Termination

The Bank reserves its right to cancel the work order/ terminate the Master Contract by giving a prior written notice of 30 days to the selected bidder in the event of, but not limited to, one or more of the following situations:

- a) Unnecessary or unwarranted delay in execution of the work allotted.
- Delay in submission of reports beyond the stipulated periods.

- Breach of trust is noticed during any stage of the consultancy assignment.
- The selected bidder commits a breach of any of the terms and conditions of the bid.
- The selected bidder goes in to liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- If it is found at any stage that the bidder has concealed any important information or has submitted any false information or declaration particularly regarding any pending legal action or blacklisting status.
- The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract or any other contract/order.
- In addition to the cancellation of work order/termination of the master contract, The Bank reserves the right to appropriate the damages from the earnest money deposit (EMD) provided by the selected bidder and/or forfeit the Performance Bank guarantee furnished by the vendor. In such event the order shall be, if the Bank so desires, passed to the next higher scorer of the combined Marks, provided such vendor is prepared to match prices and other terms & conditions of the Bank.

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

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

4.17 Effect of termination

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

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

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

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

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

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

4.18 Arbitration

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

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

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

4.19 Applicable law & Jurisdiction of court

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

Annexure-A

AGM & Chief Security Officer
Central Security Department
Head Office ,
UCO Bank,
10 B.T.M. Sarani,
Kolkata -700001

Sir,

Sub : RFP Ref No- UCO/SEC/HO/2018/25 dated 24 /01/2018
for Supply, Commissioning, and Maintenance of X-BIS

We submit our Bid Document herewith regarding the captioned subject for Supply, Commissioning, and Maintenance of X-BIS as per RFP.

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

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

Yours faithfully

For.....

(Signature and seal of authorized person)

Place:

Date:

Technical Specification

Technical Specification of X-Ray Baggage Inspection System

1. Application

The X-Ray Baggage Inspection System (X-BIS) will be used at Security Checkpoint located at entrance of Head Office building. Hand bags carried by Staff & visitors will be inspected by this X-BIS to identify any prohibited item. Parcels/ envelopes /courier items will be also inspected by X-BIS system.

2. Weather Condition

The X-BIS system will be placed in normal environment. So it should be capable to function in normal humidity & normal environmental temperature .

3. General

- a) All components chosen for the X-BIS shall be proven equipment.
- b) The use of any hardware & software prototype component is prohibited.
- c) The all mechanical & electrical components shall comply with present industrial standard. They must be tried & tested products & must be widely available.

4. Noise Level

- a) Not more than 60 db (A) measured all area used by staff/ visitors
- b) Not more than 65 db(A) measured all area used by operators.

5. Vibration

There must be no perceivable vibration in public.

6. Electromagnetic Interference

No equipment of the X-BIS shall cause any electromagnetic interference with communication system.

7. Life Expectancy

The X-BIS system shall have a life expectancy of 10 years.

8. Technical Data

A. General Specification-

- i) Tunnel Dimension-610 mm (Width) X 410 mm (Height) \pm 10 mm
- ii) Maximum Object Dimension- 600 mm(W) X 400 mm(H)
- iii) Conveyor Height- 760 mm to 925 mm
- iv) Conveyor Speed- Standard 0.2 to 0.24 (m/s)
- v) Maximum Conveyor Load- Minimum 100 kg
- vi) Conveyor Length- Standard length suitable for our HO
- vii) Wire resolution- 38 AWG
- viii) Penetration Steel- Standard 35 mm
- ix) Film Safety- Guaranteed up to ISO 1600 (33 DIN)

B. X-Ray Generator

- i) Anode Voltage- 160 KV cp
- ii) Image Presentation- B/W, Colour
- iii) Image Enhancement- High/ Low penetration, Organic/Inorganic stripping, General enhancement
- iv) Monitor- Flat Panel LCD 20 inch minimum -01 Monitor
- v) Multi Energy Function - Display organic material for orange, display inorganic material for blue and display mixture material for green.
- vi) Image Enlargement- 64 times.
- vii) Image Storing- Real time to store any image, at least 20,000 Image

C. Additional Features

- i) Display of date & time, Software for alarms (Threat Image Perception) , User ID, Impenetrable region alarm, Explosive & narcotic alarm etc.
- ii) Review feature of last 10 images, Image Recall facility, USB interface,
- iii) Radiation Safety-Certification from Atomic Radiation Energy Bureau. CE or UL Certification
- iv) Food Safety- National / International Certification
- v) Mechanical Construction- Steel Construction
- vi) Power Supply-220-240 VAC

D.) Accessories-

_Key board holders, in/out Roller conveyors, Test Piece

Annexure-C

(RFP Ref No- UCO/SEC/HO/2018/25 dated 24 /01/2018
for Supply, Commissioning, and Maintenance of X-BIS)

Commercial Bid

Unit Price of X-BIS	Cost of AMC for 4 years at the Rate of 5% of X-BIS per annum	Total Cost
Rs	Rs	Rs

(Total cost = Rupees inclusive of all Taxes)

Submitted

Signature of Vendor
(Seal/ Stamp)

ANNEXURE-D

FORMAT OF BANK GUARANTEE

To:

The

.....

.....

(To be stamped in accordance with the stamp act)

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt M/s..... (Name of the vendor Company) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the vendor company) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of UCO Letter of Intent bearing no.dated..... issued to the Vendor and an Agreement no.....dated..... made between UCO BANK and the Vendor [] In pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees..... Only).

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

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

3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment as made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

4. We, (indicate the name of the bank ISSUING THE GUARANTEE) further agree that the guarantee herein contained shall remain in full force and

effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We (indicate the name of bank ISSUING THE GUARANTEE) further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of

the said Agreement or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.

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

Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) only.

ii) This Bank Guarantee shall be valid upto and

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

8. Dated the day of for..... (indicate the name of Bank)

Yours' faithfully,

For and on behalf of

(Bank's Authorised Official
with Bank's Seal)

Annexure-E

Letter of Undertaking & Indemnity (To be executed on non-judicial stamp paper of requisite value)

To,
UCO Bank
Central Security Department
General Administration Department
Head Office, Kolkata

In consideration of UCO Bank, a body corporate, constituted under the 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-700 001 (hereinafter Referred to as "the Bank" which expression shall include its successors and assigns) at our request and on the strength of our statements and representation contained letter dated agreeing to appoint us as vendor for Supply and installation of physical security equipments like cash safe, Strong Room Door, Gold Safe, safe deposit locker cabinet, etc in branches of UCO bank throughout India, on rate contract basis, we,, a Company incorporated under the Companies Act, 1956 having its registered office at (full address) do hereby irrevocably and unconditionally agree and undertake that:

1) We shall, at all times hereinafter, save and keep harmless and indemnified the BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the BANK by whomsoever and all losses, damages, costs, charges and expenses that the BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, notifications guidelines and also from the environmental damages, if any, which may occur during the contract period.

2) We shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws,

regulations, guidelines, notifications, orders framed or issued by any appropriate authorities.

3) Our obligations herein are independent, irrevocable, absolute and unconditional in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of the BANK or Indemnifier or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.

4) In case we fail to pay the losses, damages and expenses as claimed and demanded by the Bank, Bank shall be entitled to recover the amount by invoking Performance Bank Guarantee furnished by us for Supply and installation of physical security equipments like cash safe, Strong Room Door, Gold Safe, safe deposit locker cabinet, etc in branches of UCO bank throughout India, on rate contract basis without any prior notice to us.

5) This Letter of Undertaking & Indemnity shall survive the Agreement entered into between the Bank and us.

Dated, this.....day of20

.....

(Signature of the Authorized Signatory along with the seal of the Company)

1.1

