



UCO BANK

Department of Information Technology

Request for Proposal (RFP) For Selection of Vendor for Supply, Installation & Support of Desktop, Laptop, Thin Client, Line printer, Passbook Printer, DMP, Laser Printer & Flatbed Scanner (Rate Contract)

RFP Ref No: UCO/DIT/1666/2016-17 Date: 06/12/2016

Pre-Bid Replies / Clarifications to Queries raised by the Bidder(s), Amendments and Addendums

SI No	Pg No.	Group/Product	RFP Specifications	Modifications suggested by Vendor	Bank's Response
1	29	DESKTOP – TYPE-I	Minimum Intel® Core™ i3- 6100 Processors (3.70 GHz, 3 MB Cache) 6 th Generation or AMD A10 PRO 7800B Processor (3.5 GHz, 3 MB Cache) equivalent or higher	AMD® PRO A10-9700, (3.5 GHz base frequency) 2 MB L2 cache. The AMD processor technology has migrated now.	Requirement stands as per RFP.
2	32	DESKTOP – TYPE-II	Minimum Intel® Core™ i3- 6100 Processors (3.70 GHz, 3 MB Cache) 6 th Generation or AMD A10 PRO 7800B Processor (3.5 GHz, 3 MB Cache) equivalent or higher.	AMD® PRO A10-9700, (3.5 GHz base frequency) 2 MB L2 cache. The AMD processor technology has migrated now.	Requirement stands as per RFP.
3	35	LAPTOP	Intel® Core™ i5 Processors (2.60 GHz, 4 MB Cache) 6 th Generation or Higher	Intel Core i5 Processor (2.5 Ghz,3 MB Cache) 7th Generation or higher	Requirement stands as per RFP.
4	36	LAPTOP	VGA out, RJ-45, minimum three or more USB (2 USB 3.0, 1 no. USB 2.0) Head phone out, Microphone In, OR Audio combo port, AC Adapter Jack, HDMI/Display port with TPM 1.2 / 2.0 certified.	VGA out, RJ-45, minimum three or more USB (1 USB 3.0, 1 no. USB 2.0,1 USB C port) Head phone out, Microphone In, OR Audio combo port, AC Adapter Jack, HDMI/Display port with TPM 1.2 / 2.0 certified.	The clause modified stands as under: "VGA out, RJ-45, minimum three or more USB (2 USB 3.0, 1 no. USB 3.0 / 2.0 / C type) Head phone out, Microphone In, OR Audio combo port, AC Adapter Jack,

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					HDMI/Display port with TPM 1.2 / 2.0 certified."
5	37	LAPTOP	Not exceeding 2.5 Kg. (including battery)	Not exceeding 2 Kg. (including battery)	Requirement stands as per RFP.
6	35	LAPTOP	8 GB DDR3 RAM, 1600 MHz, expandable to 16 GB with 2 DIMM slots	8 GB DDR4 RAM, 2133 MHz, expandable to 16 GB with 2 DIMM slots	The modified clause stands as under: "8 GB DDR 3/4 1600 MHz or higher expandable up to 16 GB, 2 DIMM slots out of which at least 1 should be free"
7	37	LAPTOP	Energy Star 5.2 or above Compliance. EPEAT-Silver Certified. Preload Windows 10	EPEAT GOLD	Requirement stands as per RFP.
8	39	THIN CLIENT	Min. 8 GB or higher	32 GB or Higher (Considering the latest OS- (Windows 10 Internet of Things-IoT Enterprise), is not possible to accommodate this OS in Flash memory lesser than 32 GB.)	The clause stands modified as under: "Minimum 32 GB or higher"
9	39	THIN CLIENT	Intel ATOM / AMD / VIA 1.5 GHz Dual Core CPU or higher	Intel ATOM / AMD / VIA 1.5 GHz Quad Core CPU or higher (Considering the latest CPU in Embedded hardware platform, its is recommended to go for Quad Core CPU, which is capable of leveraging the features available in Win10 IoT Os Platform in a true sense, better end user experience.)	The clause stands modified as under: "Intel ATOM / AMD / VIA 1.5 GHz Dual Core CPU"

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10	39	THIN CLIENT	Intel Integrated Graphics Processor	Intel/AMD/Via Integrated Graphics Processor	The clause stands modified as under: "Intel/AMD/Via Integrated Graphics Processor"
11	40	THIN CLIENT	Min.4 External USB ports either in the front or in the backside	Min. 4 External USB ports out of which 1 should be USB 3.0, either in the front or in the backside (including Keyboard and Mouse) (total 4 USB ports suffices the requirement of UCO Bank. Having one port with USB 3.0 standard, technology enhancements can be availed.)	The clause stands modified as under: "Min.4 External USB ports out of which 1 should be USB 3.0, either in the front or in the backside (including Keyboard and Mouse)"
12	40	THIN CLIENT	(a) Windows Embedded Standard 7E SP1	Windows Embedded Standard 10 IoT (Internet of things) down gradable to Windows Embedded Standard 7E SP1 (According to Microsoft Windows Embedded Roadmap, WES7E is already in Extended Support which is valid till June 2020. after June 2020 WES7 will be out of support from Microsoft. This RC will be operational by Apr- May 2017 to Apr 2018 timespan. While Purchasing the Thin Client, it should serve you minimum 3 to 5 years of timespan. Considering this, the units which will be procured in Calendar Year 2018, will not have any support from Microsoft and in turn from the Vendor who will supply these units. Hence it is recommended to go for Win10 IoT with down-gradable rights to	Windows 7E/10E. However, the selected bidder will have to perform a Proof Of Concept (POC) testing to check the Finacle compatibility with Windows 10 OS.

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				WES7E for continuing the existing IT infrastructure and application Stack. once the backend is compatible with Windows 10 at later date, you can download the latest Windows 10 IoT image and install the same on existing units without any commercial Obligation. We need to cross check the Finacle compatibility with Windows 10 OS.)	
13	41	THIN CLIENT	Worldwide auto-sensing 100-240 VAC, 50-60 Hz energy- saving automatic power-down, surge-tolerant, 65-watt power supply supplying 19VDC.	Worldwide auto-sensing 100-240 VAC, 50-60 Hz energy- saving automatic power-down, surge-tolerant, Minimum 45-watt power supply supplying 19VDC	Requirement stands as per RFP.
14	41	THIN CLIENT	International: IEC60950- 1, 12:2005,, with CB Certificate and all National Deviations, CE Mark, BIS, Energy Star Category B, RoHS Directive-2002/95/EC, WEEE Directive-2002/96/EC	Energy Star Certified, Restrictions of Hazardous Substances (RoHS), ISO Compliance	Requirement stands as per RFP.
15	22	Insurance	Insurance to be taken till the completion of installation of Hardware	Insurance to be taken till Delivery of the Hardware	Requirement stands as per RFP.
16	17	Delivery & Installation	a) 6 weeks in States where Road Permit is required. b) 8 weeks in North East States, Andaman & Nicobar island and Lakshwadeep island. c) 4 weeks in all other places.	a) 6 weeks in States other than b). b) 8 weeks in North East States, Andaman & Nicobar island and Lakshwadeep island.	Requirement stands as per RFP.
17	18	Payment Terms	90% on delivery, Installation and acceptance and balance 10% on submission of PBG	80% on Delivery and balance 20% on installation and acceptance along with submission of 10% PBG	Requirement stands as per RFP.

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18	20	Preventive Maintenance	PM to be done once in every three month	PM to be done once in six months	The modified clause may be read as: "PM to be done once in six months"
19	29	DESKTOP – TYPE-I	RAM: Minimum 4 GB DDR3 1600 MHz or higher expandable up to 16 GB, at least 4 DIMM slots	RAM: Minimum 4 GB DDR3 1600 MHz or higher expandable up to 16 GB, at 1 free slot	The modified clause stands as under: "Minimum 4 GB DDR 3/4 1600 MHz or higher expandable up to 16 GB, 4 DIMM slots out of which at least 2 should be free"
20	29	DESKTOP – TYPE-I	Minimum 500 GB SATA III HDD, 7200 RPM or higher with Pre configuration 3 Partitions	Minimum 1 TB SATA III HDD, 7200 RPM or higher with Pre configuration 3 Partitions	Requirement stands as per RFP.
21	29	DESKTOP – TYPE-I	Ports: Minimum 8 or more Ports with at least 4 USB 3.0 Ports (min 2 in front panel – remaining ports in the backside); 1 Serial Port, 1 Parallel port, RJ45 port, VGA, 2 Display port (VGA / HDMI). NIC should be IPv6 compliant.	Ports: Minimum 8 or more Ports with at least 4 USB 3.0 Ports (min 2 in front panel – remaining ports in the backside); 1 Serial Port, 1 Parallel port, RJ45 port, 1 VGA, 1 Display port (DVI / HDMI / DP). NIC should be IPv6 compliant.	Requirement stands as per RFP.
22	32	DESKTOP – TYPE-II	Minimum 500 GB SATA III HDD, 7200 RPM or higher with Pre configuration 3 Partitions	Minimum 1 TB SATA III HDD, 7200 RPM or higher with Pre configuration 3 Partitions	Requirement stands as per RFP.
23	32	DESKTOP – TYPE-II	Ports: Minimum 8 or more Ports with at least 4 USB 3.0 Ports (min 2 in front panel – remaining ports in the	Ports: Minimum 8 or more Ports with at least 4 USB 3.0 Ports (min 2 in front panel – remaining ports in the	Requirement stands as per RFP.

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			backside); 1 Serial Port, 1 Parallel port, RJ45 port, VGA, 2 Display port (VGA / HDMI). NIC should be IPv6 compliant.	backside); 1 Serial Port, 1 Parallel port, RJ45 port, 1 VGA, 1 Display port (DVI / HDMI / DP). NIC should be IPv6 compliant.	
24	35	LAPTOP	Flash BIOS, UCO Logo to be incorporated in BIOS at OEM Factory. Further Bank Name & Logo should be embossed/Printed/Pasted with tamper proof stickers on CPU/ Monitor / Keyboard.	Pls remove the clause as the same is suggested in Desktop	The clause stands removed.
25	29	DESKTOP – TYPE-I	Minimum Intel® Core™ i3-6100 Processors (3.70 GHz, 3 MB Cache) 6 th Generation or AMD A10 PRO 7800B Processor (3.5 GHz, 3 MB Cache) equivalent or higher.	Change to Minimum Intel® Core™ i3-6100 Processors (3.70 GHz, 3 MB Cache) 6 th Generation or equivalent AMD Processor. Equivalency to be decided based on any third party bench mark available on the Internet /guidelines of DeitY (Department of Electronics & Information Technology, Govt. Of India)).	Requirement stands as per RFP.
26	29	DESKTOP – TYPE-I	Minimum 4 GB DDR3 1600 MHz or higher expandable up to 16 GB, at least 4 free DIMM slots	Change to "Minimum 4 GB DDR4 1600 MHz or higher expandable up to 16 GB, at least 1 free DIMM slots	The modified clause stands as under: "Minimum 4 GB DDR 3/4 1600 MHz or higher expandable up to 16 GB, 2 DIMM slots out of which at least 1 should be free"
27	29	DESKTOP – TYPE-I	Small Form Factor (SFF)	Please mention volume in litres	Requirement stands as per RFP.

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28	30	DESKTOP – TYPE-I	Windows 10, 64 / 32 bit preloaded with recovery DVD media or Disk Recovery System and down-gradable to Windows 8.1/Windows 7 Pro. Recovery software to be dumped in the inerasable portion of the HDD. A sticker to be pasted by furnishing the list of serial nos. of Operating System along with the corresponding serial numbers of the CPU where it is preloaded.	Windows 8.1/Windows 7 Pro is declared End of Life by Microsoft. UCO Bank has to provide the Microsoft MVL details in case downgrade option has to be availed. Suggested: Windows 10 with 64-bit OS	The modified clause stands as under: "Windows 10, 64 bit preloaded with recovery DVD media or Disk Recovery System and down-gradable to Windows 8.1/Windows 7 Pro. Recovery software to be dumped in the inerasable portion of the HDD. A sticker to be pasted by furnishing the list of serial nos. of Operating System along with the corresponding serial numbers of the CPU where it is preloaded."
29	30	DESKTOP – TYPE-I	Power Supply (SMPS) - 180 W or higher watt Power supply. Energy Star 6.0 or above Compliant, Screen Blanking, Hard Disk and System Idle Mode in, Power On, Set up Password. Power Supply Surge protected. EPEAT - Silver Certified for the quoted product, RoHS certified	Suggest "180 W or higher with 90% or higher Energy Efficiency"	Requirement stands as per RFP.

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30	30	DESKTOP – TYPE-I	Minimum 18.5" TFT (1024X768) / LED (1366X768) Color Monitor or higher with same make as CPU OEM TCO 6.0. Certified/ Energy Star 5.2 or higher.	Change to 19.5" as 18.5" with TCO 6 is not available with all OEM's	Requirement stands as per RFP.
31	31	DESKTOP – TYPE-I	Kensington Slot/Security lock on chassis for physically securing the chassis. Serial, Parallel & USB Interface Control, Power-On Password, Setup Password, Memory Change Alert Functionality with Pad Lock.	Kindly specify " if only slot has to be provided or if physical Security lock has to be provided with Desktop"	The modified clause stands as under: "Kensington Slot on chassis for physically securing the chassis. Serial, Parallel & USB Interface Control, Power-On Password, Setup Password, Memory Change Alert Functionality with Pad Lock."
32	32	DESKTOP – TYPE-II	Intel® Core™ i5-6600 Processors (3.90 GHz, 6 MB Cache) 6th Generation or AMD A10 PRO 7800B Processor (3.70 GHz, 6 MB Cache) equivalent or higher.	Change to Minimum Intel® Core™ i5-6600 Processors (3.30 GHz, 3 MB Cache) 6th Generation or equivalent AMD Processor. Equivalency to be decided based on any third party bench mark available on the Internet / guidelines of DeitY (Department of Electronics & Information Technology, Govt. Of India)).	Requirement stands as per RFP.
33	32	DESKTOP – TYPE-II	Minimum 8 GB DDR3 1600 MHz or higher expandable up to 16 GB, at least 4 DIMM slot (with min 2 free slots).	Change to "Minimum 4 GB DDR4 1600 MHz or higher expandable up to 16 GB, at least 1 free DIMM slots"	The modified clause stands as under: "Minimum 4 GB DDR 3/4 1600 MHz

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					or higher expandable up to 16 GB, 2 DIMM slots out of which at least 1 should be free"
38	32	DESKTOP – TYPE-II	Small Form Factor (SFF)	Please mention volume in liters	Requirement stands as per RFP.
34	33	DESKTOP – TYPE-II	Windows 10, 64 / 32 bit preloaded with recovery DVD media or Disk Recovery System and down-gradable to Windows 8.1/Windows 7 Pro.Recovery software to be dumped in the inerasable portion of the HDD. A sticker to be pasted by furnishing the list of serial nos. of Operating System along with the corresponding serial numbers of the CPU where it is preloaded.	Windows 8.1/Windows 7 Pro is declared End of Life by Microsoft. UCO Bank has to provide the Microsoft MVL details in case downgrade option has to be availed.	The modified clause stands as under: "Windows 10, 64 bit preloaded with recovery DVD media or Disk Recovery System and down-gradable to Windows 8.1/Windows 7 Pro. Recovery software and drivers to be provided in DVD media. A sticker to be pasted by furnishing the list of serial nos. of Operating System along with the corresponding serial numbers of

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					the CPU where it is preloaded."
35	33	DESKTOP – TYPE-II	Power Supply (SMPS) - 180 W or higher watt Power supply. Energy Star 6.0 or above Compliant, Screen Blanking, Hard Disk and System Idle Mode in, Power On, Set up Password. Power Supply Surge protected. EPEAT - Silver Certified for the quoted product, RoHS certified.	Suggest "180 W or higher with 90% or higher Energy Efficiency"	Requirement stands as per RFP.
36	33	DESKTOP – TYPE-II	18.5" TFT (1024X768) / LED(1366X768) Color Monitor or higher with same make as CPU OEM TCO 6.0. certified/ Energy Star 5.2 or higher.	Change to 19.5" as 18.5" with TCO 6 is not available with all OEM's	Requirement stands as per RFP.
37	34	DESKTOP – TYPE-II	Kensington Slot/Security lock on chassis for physically securing the chassis. Serial, Parallel & USB Interface Control, Power-On Password, Setup Password, Memory Change Alert Functionality.	Kindly specify " if only slot has to be provided or if physical Security lock has to be provided with Desktop"	The modified clause stands as under: "Kensington Slot on chassis for physically securing the chassis. Serial, Parallel & USB Interface Control, Power-On Password, Setup

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					Password, Memory Change Alert Functionality with Pad Lock."
38	39	THIN CLIENT	a)USB optical mouse (b)104 Keys OEM USB Keyboard (c)Option for VESA mounting support for the thin client to mount the thin client behind TFT, Under the desk or on the wall.	Kindly confirm if VESA mounting brackets have to be supplied	VESA mounting brackets are not required to be supplied.
39	40	THIN CLIENT	(a)1 serial port, configurable. (b)1 Parallel Port. (c) Min.4 External USB ports either in the front or in the backside. (d) Internal amplified speaker, Audio Output – 1/8 inch minijack, 24-bit stereo, 192 KHz sample rate; Audio Input – 1/8 inch microphone mini-jack, 20-bit stereo, 96 KHz sample rate. (e) 1 VGA	Suggest removal of parallel port as most peripherals use USB port. In case parallel port is required, to accept USB to parallel port through converter. Audio Port: To mention composite port or Audio In-out port. Suggested: Output-1/8 inch minijack/combo	The clause modified stands as under: “(a)1 serial port, configurable. (b)1 Parallel Port. (c) Min.4 External USB ports either in the front or in the backside. (d) Internal amplified speaker, Audio Output – 1/8 inch minijack/combo, 24-bit stereo, 192 KHz sample rate; Audio Input – 1/8 inch microphone mini-jack, 20-bit stereo, 96 KHz sample rate. (e) 1 VGA”

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40	42	THIN CLIENT	Thin clients should be tested for Finacle / other software Environment as part of Technical Compliance. If not found compatible, Bank will reject such thin clients during technical evaluation stage itself.	During earlier RC process, our thin client model was evaluated and certified by the UCO Bank IT and end user location for Finacle and other softwares. Is there a requirement for testing again if the same model evaluated is quoted?	Requirement stands as per RFP.
41	36	LAPTOP	Wireless LAN Card with necessary driver (802.11 n)	802.11n is now obsolete. Replace by 802.11ac or higher	The modified clause stands as under: "Wireless LAN Card with necessary driver (802.11 ac)"
42	36	LAPTOP	OEM standard spill resistant, backlit Keyboard and Built in multi gesture touch Pad, supporting two finger scrool, pinch, rotate, flip.	Change to normal touch Pad. Remove "supporting two finger scrool, pinch, rotate, flip."	Requirement stands as per RFP.
43	36	LAPTOP	Scratch resistant hardened chassis with Metallic Hinges	Scratch resistant hardened chassis (Carbon Fiber/magnesium alloy) with Metallic Hinges	Requirement stands as per RFP.
44	18	PAYMENT TERMS	10% of the order value (i.e. the residual amount) will be paid after completion of the Warranty period or on submission of Performance Bank Guarantee issued by a PSU Bank for equivalent amount and tenure to the respective PO issuing authority (ZOs/COs/HO)	It has been observed that even after submitting BG of PSU Bank which are 100% authentic, most of the ZOs after invoice submission along with BG used to take time (more than 3-4 months) for getting confirmation from PSU Banks due to which payment gets delayed.	Requirement stands as per RFP.

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45	7	ELIGIBILITY CRITERIA OF THE BIDDER	The bidder should have a minimum turnover of Rs.50 crores to apply for Group A, Rs 25 crores to apply for Groups B, C&D and Rs 5 crores to apply for the remaining Groups.	We are Domestically Manufacture of our own Desktop/ All in one PCs under "PMA policy MADE IN INDIA" , and registered with MSME /NSIC as per MSME guidelines all the Relaxation of Norms for Startups and Micro & Small Enterprise in Public Procurement on prior Experience – Prior Turnover criteria.	Requirement stands as per RFP.
46	30	TECHNICAL SPECIFICATIONS Group A TYPE 1 DESKTOP	CERTIFICATION/REGULATORY STANDARDS 1. FCC Certification, 2. UI Certification 3. RoHS Compliant and 4. EPEAT Silver Certification for the quoted product.	We wish to bring to your kind notice that we are an OEM for our own brand of Desktop which is domestically manufactured under the "MAKE IN INDIA PMA POLICY" of DeITY, Govt of india. LPLAI Silver and UL is an environmental standard followed by EU;most MNC brands in India use this certification as a no – tariff trade barrier to put local (domestic) OEM's at a disadvantage. As per DeITY, Government of India policies , every effort has to be made to encourage local OEM(s); corollary will be to avoid all such 'non-tariff' trade barriers that put local OEM(s) at a disadvantage.	Requirement stands as per RFP.
47	33	TECHNICAL SPECIFICATIONS Group A TYPE 2 DESKTOP	CERTIFICATION/REGULATORY STANDARDS 1. FCC Certification, 2. UI Certification 3. RoHS Compliant and 4. EPEAT Silver Certification for the quoted product.	We wish to bring to your kind notice that we are an OEM for our own brand of Desktop which is domestically manufactured under the "MAKE IN INDIA PMA POLICY" of DeITY , Govt of india. LPLAI Silver and UL is an environmental standard followed by EU;most MNC brands in India use this certification as a no – tariff trade barrier to put local (domestic) OEM's at a disadvantage. As per DeITY,	Requirement stands as per RFP.

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				Government of India policies , every effort has to be made to encourage local OEM(s); corollary will be to avoid all such 'non-tariff' trade barriers that put local OEM(s) at a disadvantage.	
48	29	DESKTOP – TYPE-I	Minimum Intel® Core™ i3- 6100 Processors (3.70 GHz, 3 MB Cache) 6th Generation or AMD A10 PRO 7800B Processor (3.5 GHz, 3 MB Cache) equivalent or higher.	Change to Minimum Intel® Core™ i3- 6100 Processors (3.70 GHz, 3 MB Cache) 6th Generation or equivalent AMD Processor. Equivalency to be decided based on any third party bench mark available on the Internet / guidelines of DEITY (Department of Electronics & Information Technology, Govt. Of India)).	Requirement stands as per RFP.
49	29	DESKTOP – TYPE-I	Integrated 10/100/1000BaseT Network Controller with Ethernet RJ-45 Port. Should confirm to IEEE 802.3 standards and should be CE Mark compliant.	No change	Requirement stands as per RFP.
50	30	DESKTOP – TYPE-I	Power Supply (SMPS) - 180 W or higher watt Power supply. Energy Star 6.0 or above Compliant, Screen Blanking, Hard Disk and System Idle Mode in, Power On, Set up Password. Power Supply Surge protected. EPEAT - Silver Certified for the quoted product, RoHS certified.	Suggest "180 W or higher with 90% or higher Energy Efficiency"	Requirement stands as per RFP.
51	31	DESKTOP – TYPE-I	CPU OEM TCO 6.0. certified/ Energy Star 5.2 or higher.		Requirement stands as per RFP.

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53	42	THIN CLIENT	Thin clients should be tested for Finacle / other software Environment as part of Technical Compliance. If not found compatible, Bank will reject such thin clients during technical evaluation stage itself.	During earlier RC process, a thin client model was evaluated and certified by the UCO Bank IT and end user location for Finacle and other softwares. Is there a requirement for testing again if the same model evaluated is quoted.	Testing has to be done again with latest specification.

Addendum

SI No	Pg No.	Group/ Product	RFP Specifications	Modifications suggested by Vendor	Bank's Reply	Vendor
1					Bank may place Purchase Order for UCO Bank sponsored RRBs.	
2					Non-Disclosure Agreement format enclosed in Annexure - I	
3	28	Section - IV	EMD Amounts: 1. Desktops (Type – I & II)- Rs.60,00,000/- 2. Laptops- Rs.4,50,000/- 3. Thin Clients- Rs.10,00,000/- 4. Line Printers- Rs.18,40,000/- 5. Pass Book Printers- Rs.3,00,000/- 6. Dot Matrix Printers- Rs.3,00,000/- 7. Laser Printers- Rs.4,50,000/- 8. Scanners- Rs.1,50,000/-		EMD Amounts: 1. Desktops (Type – I & II)- Rs.50,00,000/- 2. Laptops- Rs.4,00,000/- 3. Thin Clients- Rs.7,00,000/- 4. Line Printers- Rs.10,00,000/- 5. Pass Book Printers- Rs.2,00,000/- 6. Dot Matrix Printers- Rs. 2,00,000/- 7. Laser Printers- Rs.3,00,000/ 8. Scanners- Rs.2,00,000/-	

RFP Ref. NO-UCO/DIT/1666/2016-17 dated 06/12/2016

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into on thisday of, 2017

BETWEEN

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 No.10, BTM Sarani, Kolkata-700001 hereinafter referred to as "**the Bank**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) **of the FIRST PART/ DISCLOSING PARTY**

AND

.....
..... (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**

(Each of Bank and the vendor is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

WHEREAS the Vendor/Receiving Party is *inter alia* engaged for Supply, Installation & Maintenance of Desktops, Laptops, Thin Clients, Printers, DMPs & Scanners as per the terms and conditions specified in the RFP Ref. No **UCO/DIT/1666/2016-17 dated 06/12/2016**. The Vendor/Receiving Party would be the single point of contact for this project.

WHEREAS Bank/Disclosing Party is *inter alia* engaged in the business of Banking; and

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for Supply, Installation & Maintenance of Desktops, Laptops, Thin Clients, Printers, DMPs & Scanners to the Bank.

WHEREAS the Parties recognize that each other's business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary information would substantially injure a Party's business, impair a Party's

investments and goodwill, and jeopardize a Party's relationship with a Party's clients and customers; and

WHEREAS in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

NOW THEREFORE the Parties hereto, in consideration of the promises and other good and valuable consideration, agree such information shall be treated as follows:

1. Confidential Information. "**Confidential Information**" shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.

2. Use of Confidential Information. The Vendor/Receiving Party agrees not to use the Bank/Disclosing Party's confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.

3. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the "**Receiving Party**") shall, for contract period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use (except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

(a) restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and

(b) advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.

(c) use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

4. Exclusions. The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that:

(a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;

(b) is or becomes publicly known through no unauthorized act of the Receiving Party;

(c) is rightfully received from a third Party without restriction and without breach of this Agreement;

(d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;

(e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;

(f) is approved for release by written authorization of the Disclosing Party; or

(g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

5. Return of Confidential Information. All Confidential Information and copies and extracts of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

6. Ownership of Information. The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

7. No License Granted. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

8. Breach. In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within 30 days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

9. Arbitration and Equitable Relief.

(a) Arbitration. The Parties shall endeavor to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder from time to time. The arbitration shall be held in Kolkata. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.

(b) Equitable Remedies. The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/laches of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:

- i) to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and
- ii) to specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other shall be required in obtaining such equitable relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

(c) Legal Expenses: If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

(d) Indemnification: The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.

10. Term. This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).

11. No Formal Business Obligations. This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

12. General Provisions.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of India.

(b) Severability. If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.

(c) Successors and Assigns. This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.

(d) Headings. All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

(e) Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

(f) Jurisdiction of Court: All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts of Kolkata only.

(g) Two original sets of Non Disclosure Agreement are executed and retained by either parties, Bank and _____ *(the selected bidder)*

The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.

For and on behalf of

.....

Signature: _____
Name: _____
Designation: _____
Date: _____

For and on behalf of

.....

(the selected bidder)

Signature: _____
Name: _____
Designation: _____
Date: _____