

UCO BANK

Department of Information Technology Request for Proposal (RFP) For "Maintenance & Support of Building Management System RFP Ref No: UCO/DIT/1479/2016-17 Date: 08/11/2016" Pre-Bid Responses/ Clarifications to Queries raised by the Bidder(s), Amendments, Addendums and Corrigendum's

SL No	Page no	Clause	Clause as per RFP	Description of Query/Clarification sought by Bidder	Bank Response
1.	9	Bidder should be successfully operating & maintaining the BMS Solution (similar in scope) for atleast last 5 years in any one scheduled commercial Bank in India/BFSI/Govt. Organisation as on RFP submission date. The data centre where the BMS is being maintained should be at least of tier III standard. The area under maintenance should not be less than 1000 sq. ft. for any one organisation.	should be provided as required by	Proof of documents to be submitted The certificate to this effect from the organization should be furnished along with Technical bid. All documentary evidence should be provided as required by the Bank. The said TIER 3 DATA CENTER should be certified by Uptime Institute/ Third Party Agency.	Clause stands as per RFP.

2.		UPS LT Panel	The UPS room is having single LT panel and it may cause of single point of failure, hence during implementation minimum downtime to be required. Should we propose for another LT Panel? But this will have price impact	Downtime requirement will be discussed with selected bidder/provided by the Bank.
3	General Query	DG Space for 2*500 KVA	"New DG sets will require more footprint space than present DG sets (2*160 KVA). As per the discussions we understand that necessary space for new DG and fuel tanks to be provided by UCO Bank.	The required space will be provided by the Bank.
4.	General Query	Space for Changeover panel	It seems, changeover panel room at six floor is doesn't have sufficient space to put new Changeover panel. Existing changeover panel room is voiding the security and safety norms. One meter clear space in from of changeover panel for maintenance is required. We understand that sufficient space for new changeover panel for DG set would be provided by UCO Bank.	The required space will be provided by the Bank.
5.	General Query	Space concerns for Batteries	"As per the visit, we understand that existing UPS doesn't have any space for capacity expansion. New Proposed UPS capacity is 1.5 times of existing (120 KVA instead of 80- KVA).	reduced to 30 minutes, hence the space should be sufficient to house the batteries.

				UPS foot print will be manage in same space but for batteries more space to be required."	battery *100AH*12V
6.	17	SERVICE LEVEL DEFINITIONS FOR BMS FACILITIES - I Critical	Typical resolution time for Critical Environmental Infrastructure: Access controls ,DG,UPS supply ,Precision Air conditioning, Fire Detection System, Water detection systems, Humidity Controllers, Gensets, Building Management Systems, LAN cabling ,Power, Hardware, Software - Within 10 minutes	"No OEM can provide the resolution within 10 minutes. We suggest to amend this clause as below:	First Response Time - Within 10 minutes; Fault Resolution Time, - Within 30 minutes for Level-1 calls; (Level-1: Those faults which can be handled by the available BMS engineer) - Within 60 minutes for
7.	17	SERVICE LEVEL DEFINITIONS FOR BMS FACILITIES - II Key	Typical resolution time for Key Environmental Infrastructure All other environmental infrastructure being a part of RFP solution and not considered as critical - Within 30 minutes	No OEM can provide the resolution within 30 minutes. We suggest to amend this clause as below: Less critical components/Equipments - "The response time for less critical component should be within 4-6 hours and resolution time is same day or within 24 hours after problem detect."	level 2 calls: where support from external engineer is required) - Within 24 Hrs for L3 calls, (L3 calls: which would perhaps require a major component replacement or system over hauling) However, since all the devices are in high availability if one device fails systems to run using the second system.
8.	17	10.1 Availability measurement	Critical - Expected Environmental Infrastructure Availability of Critical Environmental Infrastructure Elements should be 99.982%	Existing electrical infra is having single point of failure. If there is downtime due to electrical reasons would not be a failure of availability.	Critical - Expected Environmental Infrastructure Availability of Critical Environmental Infrastructure Elements

					should be 99.982% However, If there is downtime due to electrical reasons would not be a failure of availability.
9.	18	10.3.2.1	- 80% of the delivered hardware cost would be payable on successful installation, commissioning of the hardware and successful integration as per the scope of the RFP or on completion of three months from the date of placing the order whichever is later. - Balance 20% will be paid after 3 months of successful service from the acceptance date of hardware/ software	OEMs as advance. We would request Kindly amend this clause as below: "80% of delivered hardware cost would be payable on successful delivery of equipments". "10% payable on successful installation, commissioning of the hardware and successful	Clause stands as per RFP.
10.	10		New item to be procured under this RFP (Replacement of the following items)	Please confirm all the existing buyback equipment are in working condition	All existing proposed buyback equipments are in working condition as on date.
11.	12		The selected bidder to ensure that there is no downtime during the installation of the new UPS, DG and PAC supplied as part of this RFP.	If the existing Electrical infrastructure & equipment configuration is designed for concurrent maintainability we can install the new equipment	For replacement of the new devices Bank to discuss with the selected bidder regarding downtime.

		The selected bidder has to	without downtime otherwise we request you to provide minimum down time to replace the existing equipment. Please provide the Electrical Single line diagram in Auto CAD format Please provide the existing floor	
12.	14	maintain temperature (20±2 degree centigrade) and the humidity to be maintained at RH 50±5	layout in AutoCAD format	Floor layout attached with this clarification
13.	15	The Level(s) of support requirement for Banks KDC Infrastructure Components is detailed in the below table	provide maintenance support for rack & accessories, if so please provide the details	The scope is limited till the BMS only.
14.	16	The selected vendor has to ensure that all the devices (existing/procured under this RFP) should have an uptime of 99.982 %	Please confirm the existing setup has to meet Tier III facility. To meet 99.982% uptime. Otherwise Uptime percentage level have to rework	The existing setup is Tier
15.	17	TYPICAL RESOLUTION time Within 10 minutes for critical and 30 Minutes for non-critical.	"Request you to increase the resolution time, it depends on the failure of the component. Eg. If there is a leak in Gas pipe it cannot be resolved in 10mins, this will take more than 48-72hrs to carry out its standard procedure.	Please refer to the clause 7 above
16.	17	Request to modify this as Response time and the resolution time to be divided in different categories based on its criticalities and service impact."		

17.	33	TYPICAL RESOLUTION time Within 10 minutes for critical and 30 Minutes for non-critical.	Request to modify this as none of the OEMs are agreeing on this SLA.	
18.	13	The vendor has to supply, install, integrate and maintain the AC, UPS and DG for a period of 5 years (3 year warranty and 2 year AMC). As per the specification given.	Battery will not cover under 3 years warranty. Standard warranty is of 1 year. Please clarify	The vendor has to supply, install, integrate and maintain the AC, UPS and DG for a period of 2 years (1 year warranty and 1 year AMC). As per the specification given.
19.	13	Bank shall be responsible for procurement of consumables and the selected vendor would advise the bank for such procurement for all in scope infrastructure. Bank will provide supply of all consumables to run operations like diesel, electricity, water, gas, Fire suppression, petrol and lubricating oil for DG sets, stationery, cartridges, lighting (globes and tubes), light fittings, photo copiers. All filters & lube oil for the DG Gensets need to be replaced once in a 6 (six) months which will be provided by bank	Please confirm batteries will also come under consumables	Old exiting batteries are considered as consumables but the new batteries provided will be responsibility of the selected bidder.
20.	44	The price of AMC of the replaced devices to be quoted separately		The price of AMC (comprehensive) of the replaced devices to be quoted separately
21.	44	For power transfer from normal to emergency, automatic power transfer switches (ATS) with bypass	Request to confirm ATS have to be provided by bidder or it is available at site	ATS is available for the existing devices, if ATS is required for the new

		shall be used as per tie regulations. The ATS shall have overlapping neutral as stipulated by IEEE for electronic switching applications		devices which are to be procured then the same will be the responsibility of the selected bidder.
22.	44	UPS Requirements & Features: Currently Kolkata Data Centre consists two nos. of 80 KVA UPS. It i proposed that UPS Should be of minimum 120 KVA (upgradable upto 140 KVA) in redundan configuration	cable & breaker capacity for Input & Output upgradation will be bidder scope or UCO bank scope	Any hardware, cable change required for the new PAC, UPS, DG has to be provided by the selected bidder.
23.	46	Battery Requirements: Battery Bandshould be designed to provide hours back up at full load on each UPS.	up on each UPS will occupy	UPS to be provided with 30 min backup.
24.	14	The indoor unit shall be floo mounted type comprising o hermetic sealed scro compressor(s),	precision AC compressor can	The PAC to be supplied as per the specification given.
25.	14	The vendor shall provide Acces cards, Gate passes to the Bank' personnel / Bank appointed System Integrators as and when they would visit Data Centre site Vendor should agree that such access can be provided 24 X and will not have any time restriction.	regarding the Access card is limited to configuring and issuing the cards, Procurement of cards will own by the bank as part of consumables. Please confirm our assumptions are	Bank has around 85 cards, beyond which the cards to be provided by the selected vendor.

26.	58	ANNEXURE IX - INTEGRITY PACT	The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.	Request modification: The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is earlier later. In case BIDDER is unsuccessful, this Integrity Pact shall expire as soon as a bidder has been chosen to be the successful bidder by the Buyer as soon as the successful bidder is chosen by the Buyer after six months from the date of the	The validity of this Integrity Pact shall be from date of its signing and extend upto 3 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after being declared unsuccessful by the buyer.
27.	17		Preserve the CCTV data as per the retention policy of the bank.	signing of the contract. Please confirm the backup media if required will be providing by bank. Only taking the backup on this media will be in scope of Bidder.	Bank will be providing the required backup media.
28.	44		The selected bidder has to maintain temperature (20±2 degree centigrade) and the humidity to be maintained at RH 50±5	Please confirm the temperature mentioned in the RFP is to be maintained only in the Cold Aisle not in other areas.	This mentioned temperature has to be maintained in server room, network room and UPS room. The bidder has to provide necessary additional equipment, if required

29.	46	TYPICAL RESOLUTION time Within 10 minutes UPS Requirements & Features:-	Request you to increase the resolution time, it depends on the failure of the component. Eg. If there is a leak in Gas pipe it cannot be resolved in 10mins. Practical workable resolution time will be 48 hrs.	First Response Time - Within 10 minutes; Fault Resolution Time, - Within 30 minutes for Level-1 calls; (Level-1: Those faults which can be handled by the available BMS engineer) - Within 60 minutes for level 2 calls (Level 2 calls (Level 2 calls : where support from external engineer is required) - Within 24 Hrs for L3 calls, (L3 calls: which would perhaps require a major component replacement or system over hauling) However, since all the devices are in high availability if one device fails systems to run using the second system.
30.	16	Currently Kolkata Data Centre consists two nos of 80 KVA UPS. It is proposed that UPS Should be of a minimum 120 KVA (upgradable upto 140 KVA) in redundant configuration	floor strength per sq mtr. Since the UPS & Batteries are heave	The floor strength is as per the datacentre standards.

31.	14	TECHNICAL SPECIFICATION FOR PRECISION AC SET - The outdoor unit shall comprise of air-cooled condenser with fans	Request to confirm the new PAC copper pipe to be laid newly either in the floor or ceiling for easy service access to meet the SLA. The existing pipe is buried under the office floor area which is with high risk in case of GAS leak happened in particular area.	To be discussed with the selected bidder on mutually agreed terms and conditions.
32.	17	If any one or more of the components defined in —Criticall at the Data Center Facility are down resulting in non-availability of Banking solution deployed, then the services listed in the availability measurements table shall be considered for calculating the downtime.	Even though the IBMS components are mentioned as critical, the failure on this component will not be considered for penalty, as this will not impact the operation of banking solution.	Clause stands as per RFP
33.	44	The selected bidder has to maintain temperature (20±2 degree centigrade) and the humidity to be maintained at RH 50±5	Please confirm the temperature mentioned in the RFP can be maintained only in the Cold Aisle not in other areas.	Please refer clause no 28.
34.	46	TYPICAL RESOLUTION time Within 10 minutes	Request you to increase the resolution time, it depends on the failure of the component. Eg. If there is a leak in Gas pipe it cannot be resolved in 10mins. Practical workable resolution time will be 48 hrs.	First Response Time - Within 10 minutes; Fault Resolution Time, - Within 30 minutes for Level-1 calls; (Level-1: Those faults which can be handled by the available BMS engineer) - Within 60 minutes for level 2 calls

				(Level 2 calls: where support from external engineer is required) - Within 24 Hrs for L3 calls, (L3 calls: which would perhaps require a major component replacement or system over hauling) However, since all the devices are in high availability if one device
				fails systems to run using the second system.
35.	General	UPS Requirements & Features:- Currently Kolkata Data Centre consists two nos. of 80 KVA UPS. It is proposed that UPS Should be of a minimum 120 KVA (upgradable upto 140 KVA) in redundant configuration	Request to confirm the existing floor strength per sq. mtr. Since the UPS & Batteries are heave we need to distribute the load accordingly.	The floor strength is as per the datacentre standards.
36.	Bidder should be successfully operating & maintaining the BMS Solution (similar in scope) for atleast last 5 years in any one scheduled commercial Bank in India/BFSI/Govt. Organisation as on RFP submission date. The data centre where the BMS is being maintained should	an external competent body (for e.g. uptime / TIA).	Bidder should be successfully operating & maintaining the BMS Solution (similar in scope) within last 5 years as data centre service providers or in any one scheduled commercial Bank in India/BFSI/Govt. Organization as on RFP submission date. The data centre where the BMS is being maintained should be at least of tier III standard. The area under	· ·

		be at least of tier III standard. The area under maintenance should not be less than 1000 sq. ft. for any one organisation.		maintenance should not be less than 1000 sq ft for any one organization. All documentary evidence like Third party certification for TIER 3 data center should be provided as required by the Bank.	
37.	16	UPTIME	The selected vendor has to ensure that all the devices (existing/procured under this RFP) should have an uptime of 99.982 %		Clause stands as per RFP
38.	18	10.2 SLA compliance & Penalty	The sum total of penalties will not exceed 10% of the TCO. Thereafter, the contract/purchase order may be cancelled and Performance Bank Guarantee may be revoked. The penalty will be subject to an overall cap of 10% of the contract value and thereafter, the contract may be cancelled.	Request capping of sum of total penalties to 5% of the amount of undelivered services.	Clause stands as per RFP
39.	18	10.3 PAYMENT TERMS	The project will be for a period of five (5) years from the effective date of signing of agreement with the Bank.		Contract tenure:3 years
40.	18	10.3 PAYMENT TERMS	For New Hardware (DG, AC, UPS): 80% of the delivered hardware cost would be payable on successful installation, commissioning of the hardware and successful integration as per the scope of the RFP or on	For hardware and products: 1. 100% on delivery on New Hardware items (DG, AC, UPS)	Clause stands as per RFP

			completion of three months from	
			the date of placing the order	
			·	
			whichever is later.	
			(A Ralance 20% will be paid after 3	
			Ø Balance 20% will be paid after 3	
			months of successful service from	
			the acceptance date of	
			hardware/software.	
				All hardware/ software/
				services taken as part of
				the RFP along with
				required facilities /
			All hardware/software/services	infrastructure are to be
			taken as part of the RFP along with	delivered, installed and
			required facilities / infrastructure	integrated with the
			are to be delivered, installed and	existing infrastructure
			integrated with the existing	within 16 weeks of issue
			infrastructure within 16 weeks of	of purchase order
			issue of purchase order without	without any downtime.
			any downtime. For any delay,	For any delay,
			Liquidated damages shall be	Liquidated damages
41.	19	10.4 LIQUIDATED DAMAGE	applicable @0.50% of— TCO, the	shall be applicable
			undelivered works per week or	@0.50% of undelivered
			part thereof, subject to a	item cost, per week or
			maximum of 5% of the undelivered	part thereof, for the
			works for the delayed period. The	delayed period. The
			bank may at its discretion also	bank may at its
			waive or reduce the penalty if the	discretion also waive or
			reasons for delay are considered	reduce the penalty if
			to be justified.	the reasons for delay
			lo de josinica.	are considered to be
				justified.
				LD will be deducted to
				a maximum of 10% of

					TCO after which contract may terminated.	h the be
42.	18	10.3 PAYMENT TERMS	For O&M: The Bidder must accept the payment terms proposed by the Bank. The commercial Bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank. Ø The annual amount to be paid towards facilities management would be divided into 4 equal installments, to be paid quarterly at the end of each quarter. Ø Uptime report and preventive maintenance (PM) report to be submitted for processing the payment. Ø Penalty shall be deducted for downtime and not conducting of PM Ø All undisputed payments will be released 30 business days post acknowledged acceptance of	Bank. The commercial Bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to deduct LD / penalty as applicable as per the terms of the contract withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank. Ø The annual amount to be paid towards facilities management would be divided into 4 equal installments, to be paid quarterly at the end of each quarter. Ø Uptime report and preventive maintenance (PM) report to be submitted for processing the payment. Ø Penalty shall be deducted for downtime and not conducting	Clause stands o	as per

			invoices.	Ø All undisputed payments will	
				be released 30 business days	
				post acknowledged	
				acceptance of invoices.	
			For New Hardware (DG, AC, UPS):	For hardware and products:	
				1. 100% on delivery on New	
			80% of the delivered hardware	Hardware items (DG, AC, UPS)	
			cost would be payable on		
			successful installation,		
			commissioning of the hardware		
			and successful integration as per		
43.	10	10.2.0 A VA 4 EN IT TEDA 4 C	the scope of the RFP or on		Clause stands as per
43.	18	10.3 PAYMENT TERMS	completion of three months from		RFP
			the date of placing the order		
			whichever is later.		
			Ø Balance 20% will be paid after 3		
			months of successful service from		
			the acceptance date of		
			hardware/software.		
			All hardware/software/services	All hardware/software/services	
			taken as part of the RFP along with	taken as part of the RFP along	·
			required facilities / infrastructure	with required facilities /	the RFP along with
			are to be delivered, installed and	infrastructure are to be	required facilities /
			integrated with the existing	delivered, installed and	infrastructure are to be
			infrastructure within 16 weeks of	integrated with the existing	delivered, installed and
44.	19	10.4 LIQUIDATED DAMAGE	issue of purchase order without	infrastructure within 16 weeks of	integrated with the
77.	' /	10.4 EI QUID/ (IED D) (IVI) (OE	any downtime. For any delay,	issue of purchase order without	existing infrastructure
			Liquidated damages shall be	any downtime. For any delay,	within 16 weeks of issue
			applicable @0.50% of TCO, per	Liquidated damages shall be	of purchase order
			week or part thereof, for the	applicable @0.50% of ICO the	without any downtime.
			delayed period. The bank may at	undelivered works per week or	For any delay,
			its discretion also waive or reduce	part thereof subject to a	Liquidated damages
			the penalty if the reasons for delay	maximum of 5% of the	shall be applicable

			are considered to be justified.	undelivered works for the delayed period. The bank may at its discretion also waive or reduce the penalty if the reasons for delay are considered to be justified.	@0.50% of the undelivered works per week or part thereof subject to a maximum of 10% of TCO after which the contract may be terminated. The bank may at its discretion also waive or reduce the penalty if the reasons for delay are considered to be justified.
45.	23	26. ORDER CANCELLATION (TERMINATION)	As per RFP	Request curing period of 30 days Request payment due to Wipro for product already supplied and/or ordered, the delivery of which the customer must accept and payment for services rendered and proportionately for incomplete services be made immediately on termination Request risk purchase cost to be capped to 5% of the value of the goods/services for which there is a default	In addition to clause 26, Order Cancellation The Bank shall be entitled to terminate the agreement with the Selected bidder at any time by giving thirty (30) days prior written notice to the Selected bidder. The Bank shall be entitled to terminate the agreement at any time by giving notice if: The Selected bidder breaches its obligations under the scope document or the subsequent agreement and if the breach is not cured within 30 days

				from the date of notice.
46.	Savings Clause	Clause to be added This clause is not included	Wipro's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Wipro's non-performance is caused by Customer's omission to act, delay, wrongful action, failure to provide Inputs, or failure to perform its obligations under this Agreement	Please refer the SLA clause in RFP
47.	Limitation of Liability	Clause to be added Not added in contract	and for any claims of any third party claiming through Wipro) that may arise out of or result from this Agreement. The aggregate liability of Wipro under this Agreement, shall not exceed the annualized value of the contract.	To be discussed with the selected bidder at the time of contract execution.
48.	Site Not Ready		Customer hereby agrees to make the site ready as per the agreed specifications, within the	Site Not ready The Vendor shall not be in any manner be liable

		Clause to be added Not added in contract	delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Contract. Further any idle time resulted due to non available of site or infrastructure or data, Customer shall make payment to Wipro for the same	for any delay arising out of site not ready, the vendor to take a certificate/letter in regard from the Bank.
49.	Deemed Acceptance	Clause to be added Not added in contract	Any equipment supplied or services provided by Wipro shall be deemed to have been accepted by Customer if Customer puts such equipment, services to use in its business or does not communicate its disapproval of the same together with reasons for such disapproval within 10 days from the date of receipt of such equipment or delivery of the services.	Any equipment supplied or services provided by Vendor shall be deemed to have been accepted by Bank on signing of the sign off document by the Bank within 10 days from the date of completion as per the scope.
50.	Termination		Request curing period of 30 days Request payment due to Wipro for product already supplied and/or ordered, the delivery of which the customer must	In addition to clause 26, Order Cancellation The Bank shall be entitled to terminate the agreement with the

		Not included in contract. Only buyers right to terminate included	accept and payment for services rendered and proportionately for incomplete services be made immediately on termination Request risk purchase be capped to 10% of the value of the goods/services for which there is a default	Selected bidder at any time by giving thirty (30) days prior written notice to the Selected bidder. The Bank shall be entitled to terminate the agreement at any time by giving notice if: The Selected bidder breaches its obligations under the scope document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice.
51.	Transfer of Ownership of goods	Clause to be added Not added in contract	To be included: "Customer to intimate its acceptance / rejection of goods immediately on delivery at its destination otherwise the same shall be deemed to have been accepted by Customer on delivery"	Bank will intimate its acceptance / rejection of goods after carrying out the acceptance test plan by authorized representative of Bank within two months from the date of installation of the equipment.
52.	Tax Variation Clause	Clause to be added Not added in contract	"Any variation in applicable taxes, whether resulting into increase in rate of taxes or levy of new tax or reduction in rate of taxes or abolition of existing taxes due to a new tax legislation or otherwise, shall be borne by the Customer/Client. An equitable adjustment of the	Any variation in applicable taxes, whether resulting into increase in rate of taxes or levy of new tax or reduction in rate of taxes or abolition of existing taxes due to a new tax legislation or

				Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from as the case may be."	otherwise, shall be borne by the Bank.
53.		Submission of Offer	Canvassing of any kind will be a disqualification and the Bank may decide to disqualify the bidder.	Request modification of the clause: Canvassing of any kind with mala fide intention will be a disqualification and the Bank may decide to disqualify the bidder.	Clause stands as per RFP
54.	10	Broad Scope of Work	No deviation from the RFP terms and conditions will be allowed, a declaration on the same should be submitted by the selected bidder	No deviation from the RFP terms and conditions will be allowed, not specifically mentioned as deviations/exceptions forming an integral part of the Bid, a declaration on the same should be submitted by the selected bidder	Clause stands as per RFP
55	58	ANNEXURE IX - INTEGRITY PACT	Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings	Request modification: - Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement excluding documents related to pricing, strategy etc. of the Seller, including minutes of meetings	Clause stands as per RFP
56	58		The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project	Request Modification: - The BIDDER(s) accepts that the	Clause stands as per RFP

		ANNEXURE IX - INTEGRITY PACT	documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.	Monitor has the right to access without restriction to all Project documentation excluding documents related to pricing, strategy etc. of the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s)	
57.	10	Broad Scope of Work	All works under or in course of execution or executed in pursuance of the Contract shall at all times be open and accessible to the inspection of the Quality Control Organisation of the Bank or any designated auditor / officials of the Bank/other other regulator.	with confidentiality. Request modification of the clause: All works under or in course of execution or executed in pursuance of the Contract shall at all times_after providing a prior notice of thirty (30) days to the Vendor be open and accessible to the inspection of the Quality Control Organisation of the Bank or any designated auditor / officials of the Bank/other other regulator.	Clause stands as per RFP.

				Request modification of the	The contractor is to fix
				clause:	the equipments on the
			The contractor is to fix the		floor by means of
			equipments on the floor by means	The contractor is to fix the	appropriate method so
			of appropriate method so that	equipments on the floor by	that such equipments
			such equipments fixed on to the	means of appropriate method	fixed on to the floor shall
	1.0	5	floor shall not fall by its own or by	so that such equipments fixed	not fall by its own or by
58.	10	Broad Scope of Work	natural movements of wind, air	on to the floor shall not fall by its	natural movements of
			normal human operations and	own or by natural movements of	wind, air normal human
			shall adopt the best engineering	wind, air normal human	operations and shall
			traditions and use appropriate	operations and shall adopt the	adopt standard
			tools in such operations	best standard engineering	engineering traditions
				traditions and use appropriate	and use appropriate
				tools in such operations	tools in such operations
			If it shall appear to the Bank, that	Request deletion of this clause: -	
			any work has been executed		
			with unsound, imperfect, or	If it shall appear to the Bank,	
			unskillful workmanship, or with	that any work has been	
			materials or articles provided by	executed with unsound,	
			him for the execution of the work	imperfect, or unskilful	
			which are unsound or of a quality	workmanship, or with materials	
			inferior to that contracted or	or articles provided by him for	
			otherwise not in accordance with	the execution of the work	
59.	12	Broad Scope of Work	the contract, the contractor shall,	which are unsound or of a	Clause stands as per
37.	12	broad scope or work	on demand made in writing	quality inferior to that	RFP
			within the defect liability period	contracted or otherwise not in	
			from the Bank specifying the work,	accordance with the contract,	
			materials or articles complained of	the contractor shall, on	
			notwithstanding that the same	demand made in writing	
			may have been passed, certified	within the defect liability	
			and paid for earlier, forthwith	period from the Bank specifying	
			rectify, or remove and reconstruct	the work, materials or articles	
			the work so specified in whole or	complained of notwithstanding	
			in part, as the case may require	that the same may have been	

			and provide other proper and	passed, certified and paid for	
			suitable materials or articles at his	earlier, forthwith rectify, or	
			own charge and cost	remove and reconstruct the	
				work so specified in whole or in	
				part, as the case may require	
				and provide other proper and	
				suitable materials or articles at	
				his own charge and cost.	
		Broad Scope of Work	In the event of the contractor	Request deletion of this clause: -	
			failing to do so within a period		
			specified by the Bank in his	In the event of the contractor	
			demand aforesaid, the contractor	failing to do so within a period	
			shall be liable to pay	specified by the Bank in his	
60.	12		compensation at the same rate	demand aforesaid, the	Clause stands as per
			as under the clause of defects	contractor shall be liable to pay	
			after completion for this default	compensation at the same	
				rate as under the clause of	
				defects after completion for	
				this default	
		ANNEXURE IX - INTEGRITY		Request for the Fall Clause to be	
61.	58	PACT		deleted in its entirety.	RFP clause stands
			The selected vendor has to ensure	Request modification this	The selected vendor has
			that no device is with end of	clause: -	to ensure that no
					device is with end of
			support, if so the same has to be replaced as part of this RFP.	The selected vendor has to	support, if so the same
			Declaration letter from the OEM	ensure that no device is with	has to be replaced as
/0	10	Eviation DAAS		end of support, if so the same	part of the contract by
62.	12	Existing BMS	regarding availability of support to	has to be replaced as part of	quoting the price for the
			be submitted along with the technical bid. If the declaration	the contract this RFP.	same. Declaration letter
				Declaration letter from the OEM	from the OEM regarding
			letter is not submitted then the	regarding availability of support	availability of support to
			same has to be replaced as part of the RFP	to be submitted along with the	be submitted along with
			OF THE KEE	technical bid. If the declaration	the technical bid. If the

				letter is not submitted then the	declaration letter is not
				same has to be replaced as	submitted then the
				part of the contract RFP	same has to be
					replaced by quoting
					the price as part of the
					commercial BoM.
					If at any point during
					the contract period,
					any equipment is
					declared/identified as
					End of Support, then the
					selected bidder has to
					replace such
					equipment without any
					additional cost to Bank.
				Request modification of this	The vendor is
				clause: -	responsible for
					managing the activities
				The vendor is responsible for	of its personnel or the
				managing the activities of its	personnel of its
				personnel or the personnel of its	subcontractors/franchis
			The vendor is responsible for	subcontractors/franchisees and	ees and will be
			managing the activities of its	will be accountable for both.	accountable for both.
			personnel or the personnel of its	The vendor shall be vicariously	The vendor shall be
63.	13		subcontractors/franchisees and	liable for any acts, deeds or	vicariously liable for any
			will be accountable for both. The	things done by their employees,	acts, deeds or things
			vendor shall be vicariously liable	agents, contractors,	done by their
			for any acts, deeds or things done	subcontractors etc. during the	employees, agents,
		Dragid Cooper and Dala 9	by their employees, agents,	course of their employment with	
		Broad Scope and Role &	contractors, subcontractors etc.	the vendor which is outside the	subcontractors etc.
		Responsibility of Facility	which is outside the scope of	scope of power vested or	during the course of
		Management Personnel /	power vested or instructions issued	instructions issued by the Bank.	their employment with
		BMS Operator	by the Bank. Vendor shall be the	Vendor shall be the principal	the vendor which is
			principal employer of the	employer of the employees,	outside the scope of

			employees, agents, contractors,	agents, contractors,	power vested or
			subcontractors etc. engaged by	subcontractors etc. engaged	instructions issued by the
			service provider and shall be	by service provider and shall be	Bank. Vendor shall be
			vicariously liable for all the acts,	vicariously liable for all the acts,	the principal employer
			deeds or things, whether the same	deeds or things, performed by	of the employees,
			is within the scope of power or	its employees and agents	agents, contractors,
			outside the scope of power,	during the course of their	subcontractors etc.
			vested under the purchase	employment with the vendor	engaged by service
			contract to be issued for this	whether the same is within the	provider and shall be
			tender.	scope of power or outside the	vicariously liable for all
				scope of power, vested under	the acts, deeds or
				the purchase contract to be	things, performed by its
				issued for this tender.	employees and agents
					during the course of
					their employment with
					the vendor whether the
					same is within the scope
					of power or outside the
					scope of power, vested
					under the purchase
					contract to be issued for
					this tender.
			The vendor shall hold the Bank, its	Request Deletion of this clause: -	
			successors, Assignees and		
			Administrators fully indemnified	The vendor shall hold the Bank,	
64. 13			and harmless against loss or	its successors, Assignees and	
			liability, claims actions or	Administrators fully indemnified	
	13		proceedings, if any, that may arise		Clause stands as per
	10		from whatsoever nature caused to	liability, claims actions or	RFP
		Broad Scope and Role &	the Bank through the action of its	proceedings, if any, that may	
		Responsibility of Facility	employees, agents, contractors,	arise from whatsoever nature	
		Management Personnel / BMS Operator	subcontractors etc. However, the	caused to the Bank through the	
		2	selected bidder would be given	action of its employees, agents,	
			an opportunity to be heard by the	contractors, subcontractors etc.	

			Bank prior to making of a decision	However, the selected bidder	
			in respect of such loss or damage	would be given an opportunity	
				to be heard by the Bank prior to	
				making of a decision in respect	
				of such loss or damage	
65.		SLA compliance & Penalty	The sum total of penalties will not exceed 10% of the TCO. Thereafter, the contract/purchase order may be cancelled and Performance Bank Guarantee may be revoked. The penalty will be subject to an overall cap of 10% of the contract value and thereafter, the contract	Request capping of sum of total penalties to 5% of the amount of undelivered services.	Clause stands as per RFP
			may be cancelled.		
66.	18	10.3 PAYMENT TERMS	The project will be for a period of five (5) years from the effective date of signing of agreement with the Bank.		The vendor has to maintain the existing hardware and software for a period of 3 years. As per the details given. And the new hardware to be quoted with 1 year warranty and 1 year AMC after warranty period.
					The price quoted for the AC, DG and UPS to be kept valid for a period of 1 year from the date of bid submission.

			For O&M:	The Bidder must accept the	The Bidder must accept
			The Bidder must accept the	payment terms proposed by the	the payment terms
			payment terms proposed by the	Bank. The commercial Bid	proposed by the Bank.
			Bank. The commercial Bid	submitted by the Bidder must be	The commercial Bid
			submitted by the Bidder must be in	in conformity with the payment	submitted by the Bidder
			conformity with the payment terms	terms proposed by the Bank.	must be in conformity
			proposed by the Bank. Any	Any deviation from the	with the payment terms
		10.3.2 PAYMENT TERMS	deviation from the proposed	proposed payment terms would	proposed by the Bank.
			payment terms would not be	not be accepted. The Bank shall	Any deviation from the
			accepted. The Bank shall have the	have the right to deduct LD /	proposed payment
			right to withhold any payment due	penalty as applicable as per the	terms would not be
			to the Bidder, in case of delays or	terms of the contract withhold	accepted. The Bank
			defaults on the part of the Bidder.	any payment due to the Bidder,	shall have the right to
			Such withholding of payment shall	in case of delays or defaults on	deduct LD / penalty as
			not amount to a default on the	the part of the Bidder. Such	applicable as per the
			part of the Bank.	withholding of payment shall	
67.	18		Ø The annual amount to be paid	not amount to a default on the	case of delays or
07.	10		towards facilities management	part of the Bank.	defaults or non-
			would be divided into 4 equal	\varnothing The annual amount to be	compliance of SLA
			installments, to be paid quarterly	paid towards facilities	terms on the part of the
			at the end of each quarter.	_	
			Ø Uptime report and preventive	into 4 equal installments, to be	Ø The annual amount to
			maintenance (PM) report to be	paid quarterly at the end of	
			submitted for processing the	each quarter.	facilities management
			payment.	Ø Uptime report and preventive	would be divided into 4
			Ø Penalty shall be deducted for	maintenance (PM) report to be	-
			downtime and not conducting of	submitted for processing the	paid quarterly at the
			PM	payment.	end of each quarter.
			Ø All undisputed payments will be	-	
			released 30 business days post	_	
			acknowledged acceptance of		` '
			invoices.	Ø All undisputed payments will be released 30 seven (7)	•
				, ,	, -
				business days post	payment.

				acknowledged acceptance of invoices.	Ø Penalty shall be deducted for downtime and not conducting of PM Ø All undisputed payments will be released 30 seven (7) business days post acknowledged acceptance of invoices.
68.	18	10.3 PAYMENT TERMS	For New Hardware (DG, AC, UPS): 80% of the delivered hardware cost would be payable on successful installation, commissioning of the hardware and successful integration as per the scope of the RFP or on completion of three months from the date of placing the order whichever is later. Ø Balance 20% will be paid after 3 months of successful service from the acceptance date of hardware/software.	For hardware and products: 1. 100% on delivery on New Hardware items (DG, AC, UPS)	Clause stands as per RFP
69.	19		All hardware/software/services taken as part of the RFP along with required facilities / infrastructure are to be delivered, installed and integrated with the existing infrastructure within 16 weeks of issue of purchase order without		

	10.4 LIQUIDATED DAMAGE	any downtime. For any delay, Liquidated damages shall be applicable @0.50% of TCO, per week or part thereof, for the delayed period. The bank may at its discretion also waive or reduce the penalty if the reasons for delay are considered to be justified.	issue of purchase order without any downtime. For any delay, Liquidated damages shall be applicable @0.50% of TCO the undelivered works per week or part thereof subject to a maximum of 5% of the undelivered works for the delayed period. The bank may at its discretion also waive or reduce the penalty if the reasons for delay are considered to be justified.	within 16 weeks of issue of purchase order without any downtime. For any delay, Liquidated damages shall be applicable @0.50% of TCO, per week or part thereof, for
70.	Earnest Money Deposit	Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee. The Earnest Money Deposit may be forfeited under the following circumstances: a. If the bidder withdraws its bid during the period of bid validity (180 days from the	Request modification of this clause: Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on selection of the successful bidder completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee.	Clause stands as per RFP

bidder to provide a Performance clause: Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within			date of opening of bid). b. If the		
to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or c. In case of the successful bidder, if the bidder fails: Ø To sign the contract in the form and manner to the satisfaction of UCO BANK Ø To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK within the stipulated time period. Bank within the stipulated time period. The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the date of occapitation. If the bidder withdraws its bid during the period of bid validity during the period of bid, bid, if the bidder withdraws its bid during the period of bid, bid, if the bidder withdraws its bid during the period of bid, bid, if the bidder withdraws its bid during the period of bid, bid, if the bidder withdraws its bid during the period of bid, bid, if the bidder withdraws its bid during the bid, bid, if the bidder withdraws its bid, and the period of bid, bid, if the bidder withdraws its bid, and the period of bid, bid, if the bidder withdraws any statement or encloses any statement or enc			bidder makes any statement or	The Earnest Money Deposit may	
misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or c. In case of the successful bidder, if the bidder fails: Ø To sign the contract in the satisfaction of UCO BANK Ø To furnish Performance Bank Guarantee in the stipulated time period. In case of the bidder makes any statement or encloses any form, with mala fide intention, which turns out to be false, incorrect and/or conceals or suppresses maderial information; and / or misleading at any time prior to signing of contract and/or conceals or suppresses maderial information; and / or c. In case of the successful bidder, if the bidder fails: Ø To sign the contract in the form and manner to the satisfaction of UCO BANK Ø To furnish Performance Bank Guarantee, within 15 days from the date of acceptance of the successful bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid). If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid). If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid). If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid). If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid). If the bidder withdraws its bid during the period of bid, law for the bidder of bid, and the period of bid,			encloses any form which turns out	be forfeited under the following	
signing of contract and/or conceals or suppresses material information; and / or c. In case of the successful bidder, if the bidder fails: Ø To sign the contract in the satisfaction of UCO BANK Ø To furnish Performance Bank Guarantee in the stipulated time period. Signing of contract and/or conceals or suppresses material information; which satisfaction of UCO BANK within the stipulated time period. Signing of contract and/or conceals or suppresses material information; and / or conceals or suppresses material information; and / or c. In case of the successful bidder, if the bidder fails: Ø To-sign the contract in the form and manner to the satisfaction of UCO BANK Ø To furnish Performance Bank Guarantee, within 15 days from the date of acceptance of the successful bidder in the form and manner to the satisfaction of UCO BANK Within the stipulated time period. The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the date of acceptance of the satisfaction of biddy, so the period of biddy from the date of acceptance of the satisfaction of biddy, so the period of biddy from the date of acceptance of the satisfaction of biddy from the date of acceptance of the satisfaction of biddy from the date of acceptance of the satisfaction of biddy from the date of acceptance of the satisfaction of biddy from the date of acceptance of the satisfaction of biddy from the date of acceptance of the satisfaction of biddy from the date of acceptance of the satisfaction of biddy from the date of acceptance of the satisfaction of biddy from the date of acceptance of the satisfaction of biddy from the date of acceptance of the satisfaction of biddy from the date of period.			to be false, incorrect and / or	circumstances:	
conceals or suppresses material information; and / or c. In case of the successful bidder, if the bidder fails: Ø To sign the contract in the form and manner to the satisfaction of UCO BANK Ø To furnish Performance Bank Guarantee in the stipulated time period. In case of the successful bidder, if the bidder fails: Ø To sign the contract and/or conceals or suppresses material information; and / or c. In case of the successful bidder, if the bidder fails: Ø To sign the contract in the form and manner to the satisfaction of UCO BANK within the stipulated time period. The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the date of opening of bidl). b. If the bidder makes any statement or encloses any form, with mala fide intention, which the stipsed intention of the satisfaction of the satisfaction of the satisfaction of the satisfaction of UCO BANK Ø To furnish Performance Bank Guarantee, within 15 days from the date of acceptance of the successful bidder to provide a Performance Bank will require the selected bidder to provide a Performance from the date of acceptance of the successful bidder to provide a Performance Bank will require the Bank Guarantee, within 15 days from the date of acceptance of the successful bidder to provide a Performance Bank Will require the Bank Guarantee, within 15 days the successful bidder to provide a Performance Bank Will require the Bank Guarantee, within 15 days the successful bidder to provide a Performance Bank Will require the Bank Guarantee, within 15 days the successful bidder to provide a Performance for the successful bidder to provide a Performance to the successful bidder to provide a Performance by the successful bidder to			misleading at any time prior to	a. If the bidder withdraws its bid	
information; and / or c. In case of the successful bidder, if the bidder fails: Ø To sign the contract in the form and manner to the satisfaction of UCO BANK Ø To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK within the stipulated time period. BANK within the stipulated time period. The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days on the bidder to provide a Performance Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days on the date of acceptance of The Bank will require the Bank Guarantee, within 15 days on the date of acceptance of The Bank will require the Bank Guarantee, within 15 days on the date of acceptance of The Bank will require the Bank Guarantee, within 15 days on the date of acceptance of The Bank will require the Bank Guarantee, within 15 days on the date of acceptance of The Bank will require the Bank Guarantee, within 15 days on the date of acceptance of The Bank will require the Bank Guarantee, within 15 days on the date of acceptance of The Bank will require the Bank Guarantee, within 15 days on the date of acceptance of the satisfaction of this satisfaction of the satisfac			signing of contract and/or	during the period of bid validity	
the successful bidder, if the bidder fails: Ø To sign the contract in the form and manner to the satisfaction of UCO BANK Ø To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK within the stipulated time period. Bank will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee.			conceals or suppresses material	(180 days from the date of	
fails: Ø To sign the contract in the form and manner to the satisfaction of UCO BANK Ø To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK within the stipulated time period. BANK within the stipulated time period. BANK will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the date of acceptance of the Bank will require the Bank Guarantee, within 15 days from the date of acceptance of the Bank will require the Bank Guarantee, within 15 days from the date of acceptance of the Bank will require the Bank Guarantee, within 15 days from the date of acceptance of the Bank will require the Bank Guarantee, within 15 days from the date of acceptance of the satisfaction of end of the satisfaction of the satisfaction of this clause:			information; and / or c. In case of	opening of bid).	
form and manner to the satisfaction of UCO BANK Ø To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK within the stipulated time period. With mala fide intention, which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or c. In case of the successful bidder, if the bidder fails: Ø To sign the contract in the form and manner to the satisfaction of UCO BANK Ø To furnish Performance Bank Guarantee—in the form and manner to the satisfaction—of UCO BANK within the stipulated time period. The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the date of acceptance of the satisfaction of the satisfaction of the selected bidder to provide a Performance Bank Guarantee, within 15 days from the date of acceptance of the satisfaction of the selected bidder to provide and pr			the successful bidder, if the bidder	b. If the bidder makes any	
satisfaction of UCO BANK Ø To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK within the stipulated time period. Bank will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the date of gacceptance of The Bank will require the bank Guarantee, within 15 days from the date of gacceptance of The Bank will require the Bank Guarantee, within 15 days from the date of gacceptance of The Bank will require the Bank Guarantee, within 15 days from the date of gacceptance of The Bank will require the Bank Guarantee, within 15 days from the date of gacceptance of The Bank will require the Bank Guarantee, within 15 days from the date of gacceptance of The Bank will require the Bank Guarantee, within 15 days from the date of gacceptance of The Bank will require the Bank Guarantee, within 15 days from the date of gacceptance of The Bank will require the Bank Guarantee, within 15 days from the date of gacceptance of The Bank will require the Bank Guarantee, within 15 days from the date of gacceptance of The Bank will require the Bank Guarantee, within 15 days from the date of gacceptance of The Bank will require the Bank Guarantee, within 15 days from the date of gacceptance of The Bank will require the Bank Guarantee, within 15 days from the date of gacceptance of The Bank will require the Bank Guarantee, within 15 days from the date of gacceptance of The Bank will require the Bank Guarantee, within 15 days from the date of gacceptance of The Bank will require the Bank Guarantee.			fails: Ø To sign the contract in the	statement or encloses any form,	
furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK within the stipulated time period. BANK Will require the selected bidder to provide a Performance within 15 days BANK Will require the BANK Will require the BANK Guarantee within 15 days			form and manner to the	with mala fide intention , which	
Guarantee in the form and manner to the satisfaction of UCO BANK within the stipulated time period. Bank will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the satisfaction of UCO Bank will require the selected bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days To signing of contract and/or conceals or suppresses material information; and / or c. In case of the successful bidder fails: Ø To sign the contract in the form and manner to the satisfaction of UCO BANK Ø To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK within the stipulated time period. The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 15 days The Bank will require the Bank will require the Bank Guarantee, within 15 days			satisfaction of UCO BANK Ø To	turns out to be false, incorrect	
manner to the satisfaction of UCO BANK within the stipulated time period. and/or conceals or suppresses material information; and / or c. In case of the successful bidder, if the bidder fails: Ø To sign the contract in the form and manner to the satisfaction of UCO BANK Ø To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK within the stipulated time period. The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the date of acceptance of from the bidder fails: ### Didder to provide a Performance from the bidder to provide a Performance from the bidder to provide a Performance from the date of the successful information; and / or c. In case of the successful bidder fails: ### Didder to provide a Performance from the bidder fails: ### Didder to provide a Performance from the bidder fails: ### Didder to provide a Performance from the bidder fails: ### Didder to provide a Performance from the bidder to provide a Performance from th			furnish Performance Bank	and / or misleading at any time	
BANK within the stipulated time period. BANK within the stipulated time period. material information; and / or c. In case of the successful bidder, if the bidder fails: The bidder			Guarantee in the form and	prior to signing of contract	
c. In case of the successful bidder, if the bidder fails: Ø To sign the contract in the form and manner to the satisfaction of UCO BANK. Ø To furnish Performance Bank. Guarantee in the form and manner to the satisfaction of UCO BANK within the stipulated time period. The Bank will require the selected bidder to provide a Performance Bank. Clause: The Bank will require the selected bidder to provide a Performance Bank. The Bank will require the selected bidder to provide a Performance Bank. The Bank Guarantee, within 15 days. The Bank will require the Bank Guarantee, within 15 days.			manner to the satisfaction of UCO	and/or conceals or suppresses	
bidder, if the bidder fails: Ø To sign the contract in the form and manner to the satisfaction of UCO BANK. Ø To furnish Performance Bank. Guarantee—in the form and manner to the satisfaction of UCO BANK within the stipulated time period. The Bank will require the selected bidder to provide a Performance Bank. Guarantee, within 15 days from the date of acceptance of the Bank will require the Bank Guarantee, within 15 days.			BANK within the stipulated time	material information; and / or	
Ø To sign the contract in the form and manner to the satisfaction of UCO BANK Ø To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK within the stipulated time period. The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee.			period.	c. In case of the successful	
form and manner to the satisfaction of UCO BANK Ø To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK within the stipulated time period. The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of the satisfaction of this clause:				bidder, if the bidder fails:	
satisfaction of UCO BANK Ø To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK within the stipulated time period. The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the date of acceptance of Satisfaction of UCO BANK Ø To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK Ø To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK Guarantee in the form and manner to the satisfaction of UCO BANK Guarantee in the form and manner to the satisfaction of UCO BANK Guarantee in the form and manner to the satisfaction of UCO BANK Guarantee in the form and manner to the satisfaction of UCO BANK Will require the selected time period. The Bank will require the selected bidder to provide a Performance Bank Guarantee, within				Ø To sign the contract in the	
Ø To furnish Performance Bank Guarantee—in—the—form—and manner to the satisfaction of UCO BANK within the stipulated time period. The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within				form and manner to the	
Guarantee in the form and manner to the satisfaction of UCO BANK within the stipulated time period. The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of the Bank will require the Bank Guarantee, within 15 days from the date of acceptance of the Bank will require the Bank Guarantee, within 15 days from the date of acceptance of the Bank will require the Bank Guarantee.				satisfaction of UCO BANK	
manner to the satisfaction of UCO BANK within the stipulated time period. The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of the Bank will require the Bank Guarantee, within 15 days from the date of acceptance of the Bank will require the Bank Guarantee, within 15 days from the date of acceptance of the Bank will require the Bank Guarantee, within 15 days from the date of acceptance of the Bank will require the Bank Guarantee, within 15 days from the date of acceptance of the Bank Guarantee and the Bank Guaran				Ø To furnish Performance Bank	
UCO BANK within the stipulated time period. The Bank will require the selected Request modification of this bidder to provide a Performance clause: Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within				Guarantee in the form and	
time period. The Bank will require the selected Request modification of this bidder to provide a Performance clause: Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within				manner to the satisfaction of	
The Bank will require the selected Request modification of this The Bank will require the bidder to provide a Performance clause: Bank Guarantee, within 15 days provide a Performance promption of this selected bidder to provide a Performance promption of this bidder to provide a Performance promption of this bidder to provide a Performance promption of this bidder to provide a Performance pro				UCO BANK within the stipulated	
bidder to provide a Performance clause: Bank Guarantee, within 15 days from the date of acceptance of The Bank will require the Bank Guarantee, within					
Bank Guarantee, within 15 days provide a Performanc from the date of acceptance of The Bank will require the Bank Guarantee, within			·	Request modification of this	The Bank will require the
from the date of acceptance of The Bank will require the Bank Guarantee within			·	clause: -	
from the date of acceptance of lithe. Bank will require the Bank Guarantee within	71		Bank Guarantee, within 15 days		provide a Performance
171 Porformanco Cuarantoo		Performance Guarante	from the date of acceptance of	The Bank will require the	Bank Guarantee, within
the order or signing of the contract selected bidder to provide a 15 days from the dat	' ' '		the order or signing of the contract	•	15 days from the date
					of acceptance of the
			· ·	1	order or signing of the
of ownership. The Performance acceptance of the order or contract whichever			of ownership. The Performance	acceptance of the order or	contract whichever is

Guarantee should be valid for a period of 63 months (60+3 months claim period). The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity.

The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance quarantee within the time stipulated, the bank at its discretion may cancel the order placed on the selected bidder without giving any notice. Bank shall invoke the performance auarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

sianina of the contract whichever is earlier, for a value equivalent to 10% of the total cost of ownership. Performance Guarantee should be valid for a period of 63 months (60+3 months claim The Performance period). Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity.

The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period, such non completion solely and directly attributable to the selected bidder. In case the selected bidder fails to submit performance guarantee within the time stipulated, the bank at its discretion may cancel the order placed on the selected bidder without giving any notice. Bank shall invoke the performance guarantee, earlier, for a value equivalent to 10% of the total cost of purchase order. The Performance Guarantee should be valid for a period of 39 months (36+3 months claim period).

The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance

Guarantee shall contain a claim period of three months from the last date of validity.

The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of noncompletion of the project and Warranty period. In case the selected bidder fails to submit performance auarantee within the stipulated, the time bank at its discretion

			after giving cure period of	may cancel the order
			atleast thrity (30) days, in case	placed on the selected
			the selected Bidder fails to	bidder without giving
			<u>materially</u> discharge their	any notice. Bank shall
			contractual obligations during	invoke the performance
			the period or Bank incurs any	guarantee (after giving
			loss due to Vendor's gross	cure period of 30
			negligence in carrying out the	days)in case the
			project implementation as per	selected Bidder fails to
			the agreed terms & conditions.	discharge their
				contractual obligations
				during the period or
				Bank incurs any loss due
				to Vendor's negligence
				in carrying out the
				project implementation
				as per the agreed terms
				& conditions.
				In case multiple
				purchase orders are
				given the vendor to
				give PBG equivalent to
				10% of the PO value for
				a period till the end of
				the contract period/
				warranty/ AMC with an
				additional three months
				claim period
		The contract period will be initially		
		for a period of 5 (Five) years.	clause: -	be initially for a period
72.	Contract Period	However, the same may be		of 3 (Three) years.
		extended with prime L1 bidder as	The contract period will be	However, the same may
		per agreed terms & conditions for	initially for a period of 5 (Five)	be extended with
		a further period of one year. The	years. However, the same may	selected bidder as per

		performance of the selected	be extended with prime L1	agreed terms &
		bidder shall be reviewed every	bidder as per <u>mutually</u> agreed	conditions for a further
		quarter to ascertain vendor's	terms & conditions for a further	period of one year. The
		capability during the period. The	period of one year. The	performance of the
		Bank reserves the right to	performance of the selected	selected bidder shall be
		terminate the contract at its sole	bidder shall be reviewed every	reviewed every quarter
		discretion by giving two months:	quarter to ascertain vendor's	to ascertain vendor's
		notice without assigning any	capability during the period. The	capability during the
		reasons. Any offer falling short of	Bank Either party reserves the	period. The Bank
		the contract validity period is liable	right to terminate the contract	reserves the right to
		for rejection	at its sole discretion by giving	terminate the contract
			two months' notice without	at its sole discretion by
			assigning any reasons. Any offer	giving two months'
			falling short of the contract	notice without assigning
			validity period is liable for	any reasons. Any offer
			rejection	falling short of the
				contract validity period
				is liable for rejection
	Termination	UCO BANK reserves the right to	Request modification of the	UCO BANK reserves the
		cancel the contract placed on the	clause: -	right to cancel the
		selected bidder and recover		contract placed on the
		expenditure incurred by UCO	UCO BANK reserves the right to	selected bidder and
		BANK under the following	cancel the contract placed on	recover expenditure
		circumstances:- a) The selected	the selected bidder and	incurred by UCO BANK
		bidder commits a breach of any of	recover expenditure incurred by	under the following
73.		the terms and conditions of the	UCO BANK under the following	circumstances:-
75.		bid. b) The bidder goes into	circumstances:-	a) The selected bidder
		liquidation, voluntarily or otherwise.		commits a breach of
		c) An attachment is levied or	a) The selected bidder commits	any of the terms and
		continues to be levied for a period	a breach of any of the material	conditions of the bid.
		of seven days upon effects of the	terms and conditions of the bid	b) The bidder goes into
		bid. d) If the selected bidder fails	<u>contract</u>	liquidation, voluntarily or
		to complete the assignment as per		otherwise.
1		the time lines prescribed in the RFP	b) The bidder goes into	c) An attachment is

and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay. e) If deductions of account liquidated damages exceeds more than 10% of the total contract price. f) In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected bidder. g) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled. h) UCO BANK reserves the right to recover any dues payable by the

liquidation, voluntarily otherwise.

- c) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- d) If the selected bidder, <u>even</u>

 <u>after cure period</u>, fails to

 complete the assignment as per
 the time lines prescribed in the

 <u>contract</u> RFP and the extension
 if any allowed, it will be a

 breach of contract.

The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.

- e) If deductions of account of liquidated damages exceeds more than <u>5% of the value of undelivered services</u> 10% of the total contract price.
- f) In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, even after the completion of the cure period, UCO BANK reserves the right to

levied or continues to be levied for a period of seven days upon effects of the bid.

d) If the selected bidder even after cure period of 30 days fails to complete the assignment as per the time lines prescribed in the contract and the extension if any allowed, it will be a breach of contract.

The Bank reserves its

right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay. e) If deductions of account of liquidated damages exceeds more than 10% of the total contract price. f) In case the selected bidder fails to deliver auantity the stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar product from

alternate sources at the

selected bidder from any amount procure the same or similar risk, cost and outstanding to the credit of the product from alternate sources responsibility of the selected bidder, including the at the risk, cost and responsibility selected bidder. pending bills and/or invoking the of the selected bidder. However, After award of the bank guarantee under all such recoveries shall be contract, if the selected contract. subject to a maximum of 5% of bidder does not perform the value of the difference in satisfactorily or delays execution cost of procurement of the contract, UCO BANK undelivered services. reserves the right to get g) After award of the contract, the balance contract if the selected bidder, without a executed by another reasonable cause, does not party of its choice by perform satisfactorily or delays giving one month's execution of the contract, UCO notice for the same. In BANK reserves the right to get this event, the selected bidder is bound to the balance contract executed by another party of its choice make good the by giving one month's notice for additional expenditure, the same. In this event, the which UCO BANK may incur selected bidder is bound to have to make good the additional executing the balance expenditure, which UCO BANK contract. This clause is may have to incur in executing applicable, if for any the balance contract. However, reason, the contract is all such recoveries shall be cancelled. h) UCO subject to a maximum of 5% of BANK reserves the right the value of the difference in to recover any dues the procurement payable cost of of by undelivered services. This selected bidder from clause is applicable, if for any any amount reason, the contract outstanding to the cancelled. credit of the selected bidder, including the

			h) UCO BANK reserves the right	pending bills and/or
			to recover any dues payable by	invoking the bank
			the selected bidder from any	guarantee under this
			amount outstanding to the	contract.
			credit of the selected bidder,	
			including the pending bills	
			and/or invoking the bank	
			guarantee under this contract.	
		a. In the event of termination of	Request modification of the	
		the Contract due to any cause	clause: -	
		whatsoever, [whether consequent		
		to the stipulated term of the	a. In the event of termination of	
		Contract or otherwise], UCO BANK	the Contract due to any cause	
		shall be entitled to impose any	whatsoever, [whether	
	Consequences	f such obligations and conditions	consequent to the stipulated	
	Termination	and issue any clarifications as may	term of the Contract or	
		be necessary to ensure an efficient	otherwise], UCO BANK shall be	
		transition and effective business	entitled to impose any such	
		continuity of the Service(s) which	obligations and conditions and	
		the selected Vendor shall be	issue any clarifications as may	
74		obliged to comply with and take	be necessary to ensure an	Clause stands as per
74.		all available steps to minimize loss	efficient transition and effective	RFP
		resulting from that	business continuity of the	
		termination/breach, and further	Service(s) which the selected	
		allow the next successor Vendor to	Vendor shall be obliged to	
		take over the obligations of the	comply with and take all	
		erstwhile Vendor in relation to the	available steps to minimize loss	
		execution/continued execution of	resulting from that	
		the scope of the Contract.	termination/breach, and further	
			allow the next successor Vendor	
		b. In the event that the termination	to take over the obligations of	
		of the Contract is due to the expiry	the erstwhile Vendor in relation	
		of the term of the Contract, a	to the execution/continued	
		decision not to grant any (further)	execution of the scope of the	

			extension by UCO BANK, the Vendor herein shall be obliged to	Contract.				
			provide all such assistance to the	b. In the event that the				
			next successor Bidder or any other	termination of the Contract is				
			person as may be required and as	due to the expiry of the term of				
			UCO BANK may specify including	the Contract, a decision not to				
			training, where the successor(s) is a	grant any (further) extension by				
			representative/personnel of UCO	UCO BANK, the Vendor herein				
			BANK to enable the successor to	shall be obliged to provide, <u>at</u>				
			adequately provide the Service(s)	an additional cost, all such				
			hereunder, even where such	assistance to the next successor				
			assistance is required to be	Bidder or any other person as				
			rendered for a reasonable period	may be required and as UCO				
			that may extend beyond the	BANK may specify including				
			term/earlier termination hereof.	training, where the successor(s)				
				is a representative/personnel of				
				UCO BANK to enable the				
				successor to adequately				
				provide the Service(s)				
				hereunder, even where such				
				assistance is required to be				
				rendered for a reasonable				
				period that may extend beyond				
				the term/earlier termination				
			To treat all Information as	hereof.				
		Confidentiality	To treat all Information as Confidential Information.	To treat all Information, marked	Clause	stands	as	per
75.		Cormacrinality	Confidential miormation.	as "CONFIDENTIAL", as	RFP			•
				Confidential Information.				
			Any breach of the aforesaid					
		ANNEXURE IX - INTEGRITY	provisions by the BIDDER or any	clause: -				
76.	58	PACT	one employed by it or acting on its		Clause	stands	as	per
' ' '		.,,,,	behalf (whether with or without the	Any breach of the aforesaid	RFP			
			knowledge of the BIDDER) shall	provisions by the BIDDER or any				
			entitle the BUYER to take all or any	one employed by it or acting on				

required:wherever То immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue. (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore. (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER. (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of UCO Bank, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the

one of the following actions, its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without aivina compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the

aforesaid sum and interest. (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest. (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from in order to recover the participating in future bidding processes of the UCO Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER. (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

prevailing Base Rate of UCO Bank, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To en-cash the advance bank auarantee and performance bond/warranty bond, if furnished by the BIDDER, payments, already made by the BUYER, along with interest

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting fromcancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from

		(x) Forfeiture of Performance Bond	participating in future bidding	
		in case of a decision by the BUYER	processes of the UCO Bank for a	
		to forfeit the same without	minimum period of five years,	
		assigning any reason for imposing	which may be further extended	
		sanction for violation of this Pact	at the discretion of the BUYER.	
			(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to	
			securing the contract.	
			(ix) In cases where irrevocable Letters of Credit have been	
			received in respect of any	
			contract signed by the BUYER	
			with the BIDDER, the same shall	
			not be opened.	
			(x) Forfeiture of Performance	
			Bond in case of a decision by	
			the BUYER to forfeit the same	
			without assigning any reason for	
			imposing sanction for violation	
		Line and the deleter a suith of the	of this Pact	
		In any case the bid security of the	Request modification of this	
		bidders will be returned after	clause: -	
		completion of the process.	In any case the hid society of	Clause stands as nor
77.	Period and Validity of the Bid		In any case the bid security of the bidders will be returned after	RFP
	ыч			IXI I
			selection of the successful bidder. completion of the	
			process.	
			process.	

		Format of Commercial Bid	The commercial offer should be	Request modification of the	The commercial offer
			quoted in Indian Rupees as per the	clause: -	should be quoted in
			format given in Annexure –V. The		Indian Rupees as per
			short listed bidder has to keep the	The commercial offer should be	the format given in
			finalized price valid for a period of	quoted in Indian Rupees as per	Annexure -V. The short
			six months from the date of the	the format given in Annexure –	listed bidder has to
			purchase order. There should not	V. The short listed bidder has to	keep the finalized price
			be any escalation in price due to	keep the finalized price valid for	valid for a period of 1
			fluctuation in foreign currency or	a period of six months from the	year from the date of
78.			change in duty structure or for any	date of the purchase order.	the bid submission.
/0.			other reasons.	There should not be any	There should not be any
			However, impact of fall in prices,	escalation in price due to	escalation in price due
			taxes, duties would be passed on	fluctuation in foreign currency	to fluctuation in foreign
			to the Bank suo moto.	or change in duty structure or	currency or change in
				for any other reasons.	duty structure or for any
					other reasons.
				However, impact of	However, impact of fall
				<u>increase</u> /fall in prices, taxes,	in prices, taxes, duties
				duties would be passed on to	would be passed on to
				the Bank suo moto.	the Bank suo moto.
			We agree to abide by the terms	Request modification: -	
			and conditions of this tender offer		
			till 180 days from the date of	Subject to the	
			commercial bid opening and our	deviations/clarifications	
			offer shall remain binding upon us	submitted by us, we agree to	
			which may be accepted by the	abide by the terms and	
79.	29	Annexure-I- Tender offer	Bank any time before expiry of 180	conditions of this tender offer till	Clause stands as per
		forwarding letter	days. Until a formal contract is	180 days from the date of	RFP
			executed, this tender offer,	commercial bid opening and	
			together with the Bank's written		
			acceptance thereof and Bank's	upon us which may be	
			notification of award, shall	' '	
			constitute a binding contract	before expiry of 180 days.	
			between us		

				Until a formal contract is	
				executed, this tender offer	
				along with the deviations	
				submitted by us, together with	
				the Bank's written acceptance	
				thereof and Bank's notification	
				of award, shall constitute a	
				binding contract between us	
			The Bid security for which this	Request Modification: -	The Bid security for
			guarantee is given is liable to be		which this guarantee is
			enforced/invoked: 1. If the Bidder	The Bid security for which this	given is liable to be
			withdraws his proposal during the	guarantee is given is liable to be	enforced/ invoked: 1. If
			period of the proposal validity; or	enforced/ invoked: 1. If the	the Bidder withdraws his
			2. If the Bidder, having been	Bidder withdraws his proposal	proposal during the
			notified of the acceptance of its	during the period of the	period of the proposal
			proposal by the Bank during the	proposal validity; or 2. If the	validity; or 2. If the
			period of the validity of the	Bidder, having been notified of	Bidder, having been
			proposal fails or refuses to enter	the acceptance of its proposal	notified of the
			into the contract in accordance	by the Bank during the period of	acceptance of its
			with the Terms and Conditions of	the validity of the proposal fails	proposal by the Bank
80.	51	ANNEXURE VI - FORMAT	the RFP or the terms and	or refuses to enter into the	during the period of the
00.		FOR BID SECURITY	conditions mutually agreed	contract in accordance with	validity of the proposal
			subsequently. We undertake to	the Terms and Conditions of the	fails or refuses to enter
			pay immediately on demand to	RFP or the terms and conditions	into the contract in
			UCO BANK the said amount of	mutually agreed subsequently.	accordance with the
			Rupees Twenty Lacs without any	We undertake to pay	Terms and Conditions of
			reservation, protest, demur, or	immediately on demand to	the RFP or the terms and
			recourse. The said guarantee is	UCO BANK the said amount of	conditions mutually
			liable to be invoked/ enforced on		
			the happening of the	reservation, protest, demur, or	We undertake to pay
			contingencies as mentioned	recourse. The said guarantee is	immediately on
			above and also in the RFP	liable to be invoked/ enforced	demand to UCO BANK
			document and we shall pay the	on the happening of the	the said amount without
			amount on any Demand made by	contingencies as mentioned	any reservation, protest,

			UCO BANK which shall be	above and also in the RFP	demur, or recourse. The
			conclusive and binding on us	document and we shall pay the	said guarantee is liable
			irrespective of any dispute or	amount on any Demand made	to be invoked/
			difference raised by the Bidder.	by UCO BANK which shall be	enforced on the
			,	conclusive and binding on us	happening of the
				irrespective of any dispute or	contingencies as
				difference raised by the Bidder.	mentioned above and
				,	also in the RFP
					document and we shall
					pay the amount on any
					Demand made by UCO
					BANK which shall be
					conclusive and binding
					on us irrespective of any
					dispute or difference
					raised by the Bidder.
		ANNEXURE VII -	We,	We,	
		PROFORMA FOR PERFORMANCE BANK	[indi	[i	
		GUARANTEE	cate the name of the bank	ndicate the name of the bank	
		OO / NO NI VILLE	ISSUING THE BANK GUARANTEE]	ISSUING THE BANK GUARANTEE]	
			(hereinafter referred to as —the	(hereinafter referred to as —the	
			BankII) at the request of	BankII) at the request of	
			[VENDOR] do hereby undertake to	[VENDOR] do hereby undertake	
81.	53		pay to UCO BANK an amount not	to pay to UCO BANK an amount	Clause stands as per
			exceeding Rsagainst	not exceeding	RFP
			any loss or damage caused to or suffered or would be caused to or	Rsagainst any loss or damage caused to or suffered	
			suffered by UCO BANK by reason	9	
			of any breach by the said VENDOR	suffered by UCO BANK by	
			of any of the terms or conditions	reason of the said vendor's	
			contained in the said Agreement.	failure to perform any of the	
				material obligations contained	
				in the said Agreement any	
1	1				

				breach by the said VENDOR of	
				any of the terms or conditions	
				contained in the said	
				Agreement.	
		ANNEXURE VII -	We	We	
		PROFORMA FOR			
		PERFORMANCE BANK	[indicate the name of the bank	[indicate the name of the	
		GUARANTEE	ISSUING THE BANK GUARANTEE] do	bank ISSUING THE BANK	
			hereby undertake to pay the	GUARANTEE] do hereby	
			amounts due and payable under	undertake to pay the amounts	
			this guarantee without any demur,	due and payable under this	
			merely on a demand from UCO	guarantee without any demur,	
			BANK stating that the amount	merely on a demand from UCO	
			claimed is due by way of loss or	BANK stating that the amount	
			damage caused to or breach by	claimed is due by way of loss or	
			the said VENDOR of any of the	damage caused to or breach	
			terms or conditions contained in	by the said VENDOR of any of	
82.	53		the said Agreement or by reason	the terms or conditions	Clause stands as per
02.	33		of the VENDOR'S failure to perform	contained in the said	RFP
			the said Agreement. Any such	Agreement or by reason of the	
			demand made on the Bank shall	VENDOR'S failure to perform <u>the</u>	
			be conclusive as regards the	material obligations	
			amount due and payable by the	<u>incorporated</u> in the said	
			Bank under this guarantee.	Agreement . Any such demand	
			However, our liability under this	made on the Bank shall be	
			guarantee shall be restricted to an	conclusive as regards the	
			amount not exceeding	amount due and payable by	
			Rs	the Bank under this guarantee.	
				However, our liability under this	
				guarantee shall be restricted to	
				an amount not exceeding	
				Rs	

			We undertake to pay to UCO	We undertake to pay to UCO	
			BANK any money so demanded	BANK any money so demanded	
			notwithstanding any dispute or	notwithstanding any dispute or	
			disputes raised by the VENDOR in	disputes raised by the VENDOR	
			any suit or proceeding pending	in any suit or proceeding	
			before any court or Tribunal	pending before any court or	
		ANDEVIDE	relating thereto our liability under	Tribunal relating thereto our	
		ANNEXURE VII - PROFORMA FOR	this present being absolute and	liability under this present being	Clause stands as per
83.	53	PERFORMANCE BANK	unequivocal. The payment as	absolute and unequivocal. The	RFP
		GUARANTEE	made by us under this bond shall	payment as made by us under	KH
		0074044122	be a valid discharge of our liability	this bond shall be a valid	
			for payment there under and the	discharge of our liability for	
			VENDOR for payment there under	payment there under and the	
			and the VENDOR shall have no	VENDOR for payment there	
			claim against us for making such	under and the VENDOR shall	
			payment.	have no claim against us for	
				making such payment.	
			One of the conditions of the	Request modification: -	
			aforesaid Agreement is that the		
			Obligor is required to furnish an	One of the conditions of the	
			indemnity in favour of UCO BANK	aforesaid Agreement is that the	
			indemnifying the latter against any	Obligor is required to furnish an	
			claims, losses, costs, actions, suits,	indemnity in favour of UCO	
			damages and / or otherwise	BANK indemnifying the latter	
		AND EVILLE VIII DEED OF	arising due to or on account of	against any third party claims,	Clause stands as per
84.	55	ANNEXURE VIII - DEED OF	Obligor's violations of any	losses, costs, actions, suits,	RFP
		INDEMNITY	1		
		INDEMINIT	trademarks, patents, copyrights	damages and / or otherwise	KFF
		INDEMINIT	trademarks, patents, copyrights and licenses, the applicable laws,	damages and / or otherwise arising due to or on account of	KTF
		INDEMINIT		_	KIF
		THOLIMINIT	and licenses, the applicable laws,	arising due to or on account of	KTF
			and licenses, the applicable laws, regulations, guidelines during the	arising due to or on account of Obligor's violations of any	KTF
			and licenses, the applicable laws, regulations, guidelines during the Supply / Services to UCO BANK as	arising due to or on account of Obligor's violations of any trademarks, patents, copyrights	KTF
			and licenses, the applicable laws, regulations, guidelines during the Supply / Services to UCO BANK as also for breach committed by the	arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable	KTF

				for breach committed by the	
				Obligor on account of	
				misconduct, omission and	
				negligence by the Obligor	
			The obligator shall indemnify,	Request modification :-	
			protect and save the UCO Bank		
			and hold the UCO Bank harmless	The obligator shall indemnify,	
			from and against all claims, losses,	protect and save the UCO Bank	
			costs, damages, expenses, action	and hold the UCO Bank	
			suits and other proceedings,	harmless from and against all	
			(including reasonable attorney	third party claims, losses, costs,	
			fees), relating to or resulting	damages, expenses, action suits	
			directly or indirectly from (i) an act	and other proceedings,	
			or omission of the Vendor, its	(including reasonable attorney	
			employees, its agents, or	fees), relating to or resulting	
			employees of the consortium in the	directly or indirectly from (i) an	
			performance of the services	act or omission of the Vendor, its	
			provided by this contract, (ii)	employees, its agents, or	
85.	55	ANNEXURE VIII - DEED OF	breach of any of the terms of this	employees of the consortium in	Clause stands as per
05.	33	INDEMNITY	RFP or breach of any	the performance of the services	RFP
			representation or warranty by the	provided by this contract, (ii)	
			Vendor, (iii) use of the deliverables	breach of any of the terms of	
			and or services provided by the	this RFP or breach of any	
			Vendor, (iv) infringement of any	representation or warranty by	
			patent, trademarks, copyrights	the Vendor, (iii) use of the	
			etc. or such other statutory	deliverables and or services	
			infringements in respect of all	provided by the Vendor, (iv)	
			components provided to fulfil the	infringement of any patent,	
			scope of this project. Vendor shall	trademarks, copyrights etc . or	
			further indemnify the UCO Bank	such other statutory	
			against any loss or damage to the	infringements in respect of all	
			UCO Bank premises or property,	components provided to fulfil	
			loss of life, etc., due to the acts of	the scope of this project.	
			the Vendor's employees or	Vendor shall further indemnify	

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

the UCO Bank against any loss or damage to the UCO Bank premises or property, loss of life, etc., due to the grossly **negligent** acts of the Vendor's employees or representatives. Vendor shall further The indemnify the UCO Bank against any loss or damage arising out of third party claims of infringement of third-party copyright, patents, or other intellectual property, and thirdparty claims on the UCO Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the UCO Bank notify the vendor in writing immediately on becoming aware of such claim, (ii) the Vendor has sole control of and all defence related settlement negotiations, (iii) the UCO Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and (iv) the UCO Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of

		service providers) rights, interest and reputation.	law or order of the court. It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the UCO Bank (and/or its customers, users and service providers) rights, interest and reputation.	
86. 55	ANNEXURE VIII - DEED OF INDEMNITY	Vendor shall be responsible for any loss of life, etc., due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions. The vendors should indemnify the UCO Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from: Non-compliance of the vendor with Laws / Governmental Requirements · Negligence and misconduct of the Vendor, its employees, and agents · Breach of any terms of RFP, Representation or Warranty · Act or omission in performance of service. 1. the Obligor shall, at all times hereinafter, save and keep	its employee's actions. The vendors should indemnify the UCO Bank (including its employees, directors or representatives) from and against any third party claims, losses, and liabilities arising from:	Clause stands as per RFP

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

- Breach of any terms of RFP,
 Representation or Warranty
 Act or omission in performance
 of service.
- 1. the Obligor shall, at all times hereinafter, save and keep hold harmless and indemnified indemnify UCO BANK, including its respective directors, officers, and employees and keep them indemnified from and against any third party claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against UCO BANK by whomsoever and all losses, damages, costs, charges and expenses that UCO BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of kinds of accidents, destruction. deliberate otherwise, direct or indirect, directly and solely attributable

				to the Vendor from those and arising out of violation of applicable laws and statutory regulations guidelines and also from the environmental damages, if any, which may occur during the contract period.	
87.	55	ANNEXURE VIII - DEED OF INDEMNITY	The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO BANK or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.	Request modification: The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO BANK or Obligor—or—any—other circumstance whatsoever which might—otherwise—constitute—a discharge—or—defence—of—an indemnifier.	Clause stands as per RFP
88.	55	ANNEXURE VIII - DEED OF INDEMNITY	This indemnity shall survive the aforesaid Agreement.	Request modifications: - This indemnity shall survive the aforesaid Agreement and shall be the sole and exclusive remedy available to the Indemnified Party under this Contract.	Clause stands as per RFP

89.	58	ANNEXURE IX - INTEGRITY PACT	The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.	Request for modification: - The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the this contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.	Clause stands as per RFP
90.	58	ANNEXURE IX - INTEGRITY PACT	The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER	improperly and with mala fide	Clause stands as per RFP

			also undertakes to exercise due	regarding plans, technical	
			and adequate care lest any such	proposals and business details,	
			information is divulged.	including information contained	
				in any electronic data carrier.	
				The BIDDER also undertakes to	
				exercise due and adequate	
				care lest any such information is	
				divulged.	
			The BIDDER shall not lend to or	Request modification: -	
			borrow any money from or enter		
			into any monetary dealings or	The BIDDER shall not lend to or	
		ANNEXURE IX - INTEGRITY	transactions, directly or indirectly,	borrow any money from or enter	
91.	58	PACT	with any employee of the BUYER.	into any monetary dealings or	Clause stands as per
				transactions, directly or	RFP
				indirectly, with any employee of	
				the BUYER for the purpose of	
				securing this contract.	
			The BIDDER declares that no	Request modification: -	The BIDDER declares
			previous transgression occurred in		that no previous
			the last three years immediately	The BIDDER declares that no	transgression occurred
			before signing of this Integrity Pact,	previous transgression occurred	in the last three years
			with any other company in any	in the last three years	immediately before
			country in respect of any corrupt	immediately before signing of	signing of this Integrity
			practices envisaged hereunder or	this Integrity Pact, with any other	Pact, with any other
		ANNEXURE IX - INTEGRITY	with any Public Sector Enterprise in	company in <u>India</u> any country in	company in India in
92.	58	PACT	India or any Government	respect of any corrupt practices	respect of any corrupt
			Department in India that could	envisaged hereunder or with	practices envisaged
			instifut DIDDEDIC avaluation from the	and Dublic Cooler Entererine in	1
			justify BIDDER'S exclusion from the	any Public Sector Enterprise in	hereunder or with any
			tender process.	India or any Government	·
				·	·
				India or any Government	Public Sector Enterprise
				India or any Government Department in India that could	Public Sector Enterprise in India or any
				India or any Government Department in India that could justify BIDDER'S exclusion from	Public Sector Enterprise in India or any Government

					the tender process
93.	58	ANNEXURE IX - INTEGRITY PACT	The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later	The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the	months from date of bid submission, further successful bidders to submit PBG for a period till the complete conclusion of the contractual obligations or as mentioned in the RFP/PO.
94.		Corrigendum	The last date of Bid Submission is 21/11/2016 at 03:00 PM and Date of technical bid is 21/11/2016 at 03:30 PM		The last date of Bid Submission is extended up to 23/11/2016 at 03:00 PM and Date of technical bid is 23/11/2016 at 03:30 PM

Clarifications

Clause 2 Objective

UCO Bank intends to engage vendor for supply, installation and maintenance of diesel Generator (DG), UPS etc and also Maintenance & Support of the other Building Management System already installed at Bank's **Kolkata Data Centre** along with services of BMS operators for a period of 3 years. The selected vendor is required to provide support & maintenance support services to Bank's for various equipments installed & integrated with Bank's Building Management System (BMS). The bidder needs to provide the facility managers / BMS Operators to monitor the health & alerts of the equipments installed within the Data Centre to control & protect the Data Centre Area.

> Change in scope:

- > The vendor has to maintain the existing hardware and software for a period of 3 years, as per the details given.
- > Tenure of the contract is 3 years

- The vendor has to supply, install, integrate and maintain the AC, UPS and DG for a period of 2 years (1 year warranty and 1 year AMC). As per the specification given. Separate PO will be given for each device.
- > The selected bidder to continue the facility management of the BMS with the existing devices immediately. For the new devices bank will be placing separate orders for which price should be kept valid for 1 years. For these new devices bank will be giving 8 weeks for delivery and 4 week for installation, total 12 weeks. The bidders have to auote for the devices with one year warranty further with 1 year AMC.
- > If it is required to lay PAC copper pipe for installation of new AC then the same has to be done by the selected bidder.
- If for the installation of the DG any cabling is required then the same has to be done by the selected bidder.
- LD will be deducted to a maximum of 10% of TCO after which the contract may be terminated
- Multiple purchase orders will be placed and the 10% of the PO amount to be given as BG for a period equivalent to the warranty/AMC/contract period mentioned in the concerned purchase order.

UPS

- > UPS to be provided with 15 min backup.
- > Battery to be procured as part of the RFP should be of the following make only (AMAR RAJA, EXIDE, AMRON, PANASONIC, Rocket (Not china made)) **DG**

The DG will be connected to 4 UPS, 2 as part of this tender and 2 more in future, the selected vendor to help the integration of the 2 UPS in future.

MAF

Manufacturers Authorization Form (MAF): Vendor should give MAF from the OEMs of the devices (DG, UPS, AC) in the attached format. Detailed BMS hardware which will be under AMC is as follows:

SI no	Description of items	Make	Model no	Serial no	Location	Capacity	Remarks
1	Air Handling unit-1	Blue Star	DPA661S	DPA661S060001	UPS Room	5.5 TR	UPS-1
2	Air Handling unit-2	Blue Star	DPA661S	DPA661S060002	UPS Room	5.5 TR	UPS-2
3	Comfort AC	Blue Star	DSA361IB	DSA361IC050520	Lobby	3TR	Lobby-1
4	Comfort AC	Blue Star	DSA361IB	DSA361IC050532	Lobby	3TR	Lobby-2
5	Comfort AC	Blue Star	DSA361IB	DSA361IC050533	BMS Room	3TR	BMS - 1
6	Comfort AC	Blue Star	DSA361IB	DSA361IC050514	BMS Room	3TR	BMS - 2
7	Pricision AC	Emersion	PEX - 270FA100	` 061840270107	Server Room	20TR	PAC - 1
8	Pricision AC	Emersion	PEX - 270FA100	` 061840270106	Server Room	20TR	PAC - 2
9	Pricision AC	Emersion	PEX - 125FA100	` 061840125114	Network Room	7TR	PAC - 3
10	Pricision AC	Emersion	PEX - 125FA100	`061640125111	Network Room	7TR	PAC - 4
11	DG - set -1	Cummins	CJ160D5P	CJS - 06050376	Ground Floor	160KVA	
	Engine			25753007			
	Alternator		UC2744F1	` 06033413			
	AMF-Panel						1 no
12	DG - set -2	Cummins	CJ160D5P	CJS - 06050377	Ground Floor	160KVA	
	Engine			25753095			
	Alternator		UC2744F1	` 06032691			

	AMF-Panel					1 no
13	UPS - 1.	MGE (SCHNEIDER)	94QG15006		80KVA	
14	UPS - 2.	MGE (SCHNEIDER)	94QG15005		80KVA	
15	INSTA Switch	DB Power	ISO6127	Network Room	6KVA	
			IS06132	Network Room	6KVA	
			IS06142	UPS Room	6KVA	
			ISO6148	UPS Room	6KVA	
16	Changeover panel			6th Floor outside DC		
17	Main Panel			6th Floor Inside UPS Room		
18	DB Panel			6th floor inside & Outside DC		
19	Jakson BMS DG monitoring Panel with 1000VA UPS			GND Floor		

SI no	Description of items	Make	Model no	Place	Capacity	Quantity	Vendor
	4x18 watt Decorative		TBS 369/418				
1	tube light fittings (86)	Philips	HF D6	UPS room		8	
				Network room		9	
				Server room		12	
	2x PL-L36 watt decorative light fittings		FBS				
2	(86)	Philips	470/236D6HF	BMS room		2	
3	1X PL- 18 watt recessed light fittings (86)	Philips	FBH 145 / 118L	Lobby		9	
				Lobby (fire control panel)		3	
				Lobby(BMS)		6	
				Lobby (Store)		2	
	12Volt 50watt Halogen Lamp .	Philips		Lobby		3	
	40 watt tube light fittings	Philips		Store		1	
4	2x40 watt tube light fittings	Philips	TKC 22/ 236 HPF	AHU room		2	
5	UPS Room						
	MCB DB with 63Amps DP						
a)	Isolator.(emergency	Legrand		UPS room	63Amps (DP)	1	

	power)				
	32 Amps SP MCB			32 Amps(SP)	
					15 (4 nos
	20 Amps SP MCB	Legrand		20Amps(SP)	spare)
					5 (2 nos
	16 Amps SP MCB	Legrand		16Amps (SP)	spare)
	6 Amps SP MCB	Legrand		6 Amps (SP)	18 (9nos spare)
	MCB DB with 40Amps DP	109.0			5,5 5 5,
b)	Isolator.(Lighting)	Legrand		40 Amps	1
- /	20 Amps SP MCB	Legrand		20 Amps(SP)	12
	6 Amps SP MCB	Legrand		6 Amps (SP)	11
	·			, ,	
	MCB DB with 125 Amps				
	TP&N Isolator (Blue				
c)	Star)	Legrand		125 Amps (TP&N)	1
	63 Amps TP isolator	Legrand		32 Amps TP	2
	32 Amps SP MCB	Legrand		32 Amps SP	3
	25 Amps SP MCB	Legrand		25 Amps SP	2
	Electrical Panel				
d)	Including following switches.		UPS room		1
,	a) 250 Amps MCCB			250 Amps	1
	b) 125 Amps MCCB			125 Amps	2
	b) 100 Amps MCCB			100 Amps	2
	b) 63 Amps MCCB			63 Amps.	3
	b) 40 Amps MCCB			40 Amps.	3
,					
6	Network Room				
	MCB DB with 125 Amps TP Isolator.	Legrand	Network Room	125 Amps (TP)	1
	25 Amp TP Isolator	Legrand		25 Amps (TP)	2
	20 Amp TP Isolator	Legrand		20 Amps (TP)	2
	1			- 1 V I	_
7	Server Room				
	MCB DB - 1. with 100				
a)	Amps TP&N Isolator.	Legrand	Server Room	100 Amps (TP)	1
	32 Amps SP MCB	Legrand		32 Amps SP	26 (2 nos spare)
		79			-1

	MCB DB - 1. with 100					
b)	Amps TP&N Isolator.	Legrand		100 Amps (TP)	1	
,				. , ,	24 (2 nos	
	32 Amps SP MCB	Legrand		32 Amps SP	spare)	
	MCB DB with 63Amps TP					
c)	Isolator.	Legrand		63 Amps TP	1	
	MCB DB with 63Amps TP					
	Isolator.	Legrand		63 Amps TP	4	
8	B.M.S Room					
	MCB DB with 63Amps TP					
a)	Isolator.	Legrand	B.M.S Room	63 Amps TP	1	
	MCB DB with 63Amps TP					
	Isolator.	Legrand		63 Amps TP	4	
Fir	e Detector-(Smoke-40 & Ho	eat-2.Manual call poir	nt-3,Hooter-6,Control module-1	0.Fault isolator modul	es-3.Monitor	
	o zorocioi (omicilo io a m		module-4	0,1 0011 10010101 111000		Siemens
1			UPS ROOM			
	Smoke Detector	Siemens	True Ceiling 2		6	
			False Ceiling 2			
			False Floor 2			
	Heat Detector				2	
			AHU Room		1	
			NETWORK ROOM	-		
	Smoke Detector		True ceiling 2		6	
			False Ceiling 2			
			False Floor 2			
	FIU (Fault isolator unit)		1			1
	(1 21211 1331 21 21 21 11)	+	· · · · · · · · · · · · · · · · · · ·			
	Smoke Detector	+	Server Room		12	
	CITICAL DOTOCIO	+	True ceiling 4		12	
		+ + -	False Ceiling 4			1
		+	False Floor 4			
	FIU (Fault isolator unit)	+	1 Taise F1001 4			
	CM-Control module)		1			
	CM-Control module)					
		<u> </u>	BMS Room			
	Smoke Detector		True Ceiling 1		2	

		False Ceiling 1	
Control Module (CM)		1	
Smake Detector		BMS Entry	4
Smoke Detector		True Ceiling 2 False Ceiling 2	4
CM		2	
CIVI		2	
		Corridor	
Smoke Detector		True ceiling 3	9
		False Ceiling 3	
011		False Floor 3	
CM		4	
MM		4	
Vesda	Siemens	Server Room	1 Siemen
Automatic fire detection		55555	. 3.3111311
			Siemen
system	-	ader Interface(SRI) - List (Access)	
system	Single Re	ader Interface(SRI) - List (Access)	·
	-		
SERVER ROOM IN SRI -	-	ader Interface(SRI) - List (Access) Server Room	
SERVER ROOM IN SRI -	-		
SERVER ROOM IN SRI - OUT SRI - 2 CORRIDOR IN SRI - 3	-		
SERVER ROOM IN SRI - OUT SRI - 2 CORRIDOR IN SRI - 3 OUT SRI- 4	1		
SERVER ROOM IN SRI - OUT SRI - 2 CORRIDOR IN SRI - 3 OUT SRI- 4 MAIN ENTRANCE IN SRI	1		
SERVER ROOM IN SRI - OUT SRI - 2 CORRIDOR IN SRI - 3 OUT SRI- 4 MAIN ENTRANCE IN SRI OUT SRI- 6	1		
SERVER ROOM IN SRI - OUT SRI - 2 CORRIDOR IN SRI - 3 OUT SRI- 4 MAIN ENTRANCE IN SRI OUT SRI- 6 BMS ROOM IN - 7	1		
SERVER ROOM IN SRI - OUT SRI - 2 CORRIDOR IN SRI - 3 OUT SRI- 4 MAIN ENTRANCE IN SRI OUT SRI- 6 BMS ROOM IN - 7 OUT - 8	- 5.	Server Room	
SERVER ROOM IN SRI - OUT SRI - 2 CORRIDOR IN SRI - 3 OUT SRI- 4 MAIN ENTRANCE IN SRI OUT SRI- 6 BMS ROOM IN - 7 OUT - 8 NET WORK ROOM IN SRI	- 5.		
SERVER ROOM IN SRI - OUT SRI - 2 CORRIDOR IN SRI - 3 OUT SRI- 4 MAIN ENTRANCE IN SRI OUT SRI- 6 BMS ROOM IN - 7 OUT - 8 NET WORK ROOM IN SRI OUT SRI - 2	- 5.	Server Room	
SERVER ROOM IN SRI - OUT SRI - 2 CORRIDOR IN SRI - 3 OUT SRI- 4 MAIN ENTRANCE IN SRI OUT SRI- 6 BMS ROOM IN - 7 OUT - 8 NET WORK ROOM IN SRI OUT SRI - 2 UPS ROOM IN SRI - 3	- 5.	Server Room	
SERVER ROOM IN SRI - OUT SRI - 2 CORRIDOR IN SRI - 3 OUT SRI- 4 MAIN ENTRANCE IN SRI OUT SRI- 6 BMS ROOM IN - 7 OUT - 8 NET WORK ROOM IN SRI OUT SRI - 2	- 5.	Server Room	
SERVER ROOM IN SRI - OUT SRI - 2 CORRIDOR IN SRI - 3 OUT SRI- 4 MAIN ENTRANCE IN SRI OUT SRI- 6 BMS ROOM IN - 7 OUT - 8 NET WORK ROOM IN SRI OUT SRI - 2 UPS ROOM IN SRI - 3	- 5. - 1	Server Room	Siemen

	POWER UNIT 2. CCTV PORT 6.8.9.10						
	POWER UNIT 3. CCTV PORT 1.2.4.11.12						
	Camera (Indoor-13,Out door- 2)	Siemens				15	
	DVR					1	
	Ultrasonic pest repellor system	Maser	VHFO			4	
	Satellite					48	
			Fire Extingui	shers			Siemens
1	BC Type CO2 fire extinguisher			BMS	4.5 KG	1	
2	BC Type CO2 fire extinguisher			Infront of BMS,UPS	4.5KG	2	
3	ABC Type CO2 fire extinguisher (Clean agent)			Network& Server	4KG	2	
	FM-200 (Server room)	67.5 Liter	capacity Fille	d with 40.5 kg	67.5 Liter capacity Filled with 40.5 kg	2	
	FM-200 (Network room)	67.5 Liter	capacity Fille	d with 49 kg	67.5 Liter capacity Filled with 49 kg	1	
	FM-200 (UPS room)	67.5 Liter	capacity Fille	d with 54 kg	67.5 Liter capacity Filled with 54 kg	1	

Indemnity

Vendor shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notify the vendor in writing immediately on becoming aware of such claim, (ii) the Vendor has sole control of defense and all related settlement negotiations, (iii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation. Vendor sh

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

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

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

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

The vendor shall not indemnify the Bank for

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

<u>Commercial Template</u>

(Amount in Rs.)

Table-A

			Yea	r 1	Υe	ar 2	Ye	ear 3	Total For 3 Years Excluding	Tax	Tax Percentage	Tax Amount	Total Price for 3 Years inclusive of
SI No	Item	Qty (A)	Unit Amou nt (B)	Total C=A* B	Unit Amoun t (D)	Total E=A*D	Unit Amoun t (F)	Total G=A*F	Taxes L=C+E+G+I+Ř	Typ e (M)	(N)	O=(L*N)/100	Taxes P=L+O
	Cost towards maintenance & support for Building Management System Software. (As per the list attached in the RFP and	1											
1	the pre-bid clarification)												
2		6											
3		1											
4	FM 200 gas (cost of filling of gas for 50 KGs including transportation and other charges)	1											
5	Exiting DG												
<u> </u>	Existing PAC												

.

7	Existing UPS							
8	Any Other Item (Please Specify)							
9	Any Other Item (Please Specify) Any Other Item (Please Specify) Any Other Item (Please Specify) Any Other Item (Please Specify)							
10	Any Other Item (Please Specify)							
11	Any Other Item (Please Specify)							
						Total for Table A	(T1)	

<u>Table B</u>

	<u> </u>	1					1		1	
			Yea	ar 1	Тах Туре	Tax Percentage	Tax Amount	Total Price inclusive of	Buy Back Amount	Takal I C II
SL	ltem	Qty (A)	Unit Amount (B)	Total C=A*B	(D)	(E)	F	Tax G=C+F	(H)	Total I=G-H
1	Cost Towards Procurement, Installation and maintenance of DG Set with (with 1 year warranty	2								
2	Cost Towards Procurement, Installation and maintenance of 20 Ton PAC (with 1 year warranty)	2								
3	Cost Towards Procurement, Installation and maintenance of 7 Ton PAC (with 1 year warranty)	2								
4	Cost Towards Procurement, Installation and Maintenance of UPS Set(with 1 year warranty)	2								
5	Installation cost UPS	1								
6	Installation cost PAC 20 Ton	1								
7	Installation cost PAC 7 Ton	1								
8	Installation cost DG	1								
9	Perforated tiles (latest type for maximum cooling and should support the rack)	10 nos (24 inch * 24 inch)								
10	Cost of battery (Tubular maintenance free) (100 AH * 12 v)	320 No								
11	Any Other Item (Please Specify)									
12	Any Other Item (Please Specify)									
13	Any Other Item (Please Specify)									
15	Any Other Item (Please Specify)									
									Total for TABLE B (T2)	
		1				1	1	1		

.

.

Table C

			1	Year	Tax Type (M)	Tax Percentage (N)	Tax Amount O=(L*N)/10	Total Price inclusive of Tax P=C+O
	ltem	Qty (A)	Unit Amount	Total C=A*B		(,		
SL NO			(B)					
1	Cost Towards AMC of new DG Set	2						
2	Cost towards AMC 20 Ton PAC	2						
3	Cost towards AMC, 7 Ton PAC	2						
4	Cost towards AMC UPS Set	2						
5	Any Other Item (Please Specify)							
6	Any Other Item (Please Specify)							
7	Any Other Item (Please Specify)							
8	Any Other Item (Please Specify)							
							Total for TABLE C (T3):	
Total	Cost of Ownership T= T1+T2+T3							
	Cost (In Words)			Only				

Note:

- 1. L1 bidder would be decided based on the lowest quoted of Total Cost of Ownership (T) for Table A, Table B and Table C (T=T1+T2+T3)
- 2. The bidder has to submit the commercial bid only in the above format. Any other format would be summarily rejected at the time of opening the bid.
- 3. The price should be mentioned in Words also. In case of any difference between amount mentioned in words and number, the amount mentioned in words will prevail.
- 4. After the change of equipment, the AMC/ATS cost of old equipment will not be paid by the Bank.

4. The Sales Tax/Service Tax/VATetc. to be quoted in column "Taxes".	
Date:	Yours faithfully,
Place:	Signature of Authorized Signatory
	Name of Signatory:
	Designation:
	Seal of Company

