



## 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.	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.	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).	The backup time is reduced to 30 minutes, hence the space should be sufficient to house the batteries. Presently bank has

				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, Gen-sets, 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; <b>(Level-1:</b> Those faults which can be handled by the available BMS engineer) - Within 60 minutes for level 2 calls <b>(Level 2 calls :</b> where support from external engineer is required) - Within 24 Hrs for L3 calls, <b>(L3 calls:</b> 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.
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."	
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	<p>- 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.</p> <p>- Balance 20% will be paid after 3 months of successful service from the acceptance date of hardware/ software</p>	<p>Installation may impact due to various reasons or site dependencies.</p> <p>OEM Payment for Hardware need to release the respective OEMs as advance. We would request Kindly amend this clause as below:</p> <p>"80% of delivered hardware cost would be payable on successful delivery of equipments".</p> <p>"10% payable on successful installation, commissioning of the hardware and successful integration".</p> <p>" Balance 10% will be paid after 3 months of successful service from the acceptance date of hardware/ software".</p>	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.

				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	
12.	14		The selected bidder has to maintain temperature (20±2 degree centigrade) and the humidity to be maintained at RH 50±5	Please provide the existing floor 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	Please confirm bidder need to 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 III facility
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	Please confirm AMC is of comprehensive or NON comprehensive	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 tier 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 is proposed that UPS Should be of a minimum 120 KVA (upgradable upto 140 KVA) in redundant configuration	Request to confirm the Power 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 Bank should be designed to provide 4 hours back up at full load on each UPS.	Request to confirm for 4hrs back up on each UPS will occupy huge space. It is recommended to have 15 to 20mins backup for UPS if DG is available with Auto-start.	UPS to be provided with 30 min backup.
24.	14		The indoor unit shall be floor mounted type comprising of hermetic sealed scroll compressor(s),	Request to confirm the new precision AC compressor can be provided with Digital or inverter scroll to improve the performance in part load	The PAC to be supplied as per the specification given.
25.	14		The vendor shall provide Access cards, Gate passes to the Bank's 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 7 and will not have any time restriction.	"We assume the scope 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 correct:	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 <b><u>earlier</u></b> <del>later</del> . In case BIDDER is unsuccessful, this Integrity Pact <b><u>shall expire as soon as a bidder has been chosen to be the successful bidder by the Buyer</u></b> <del>as soon as the successful bidder is chosen by the Buyer after six months from the date of the signing of the contract.</del>	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.	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		<p>TYPICAL RESOLUTION time Within 10 minutes</p>	<p>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.</p>	<p>First Response Time - Within 10 minutes ; Fault Resolution Time, - Within 30 minutes for Level -1 calls;  <b>(Level-1:</b> Those faults which can be handled by the available BMS engineer)  - Within 60 minutes for level 2 calls  <b>(Level 2 calls :</b> where support from external engineer is required)  - Within 24 Hrs for L3 calls,  <b>(L3 calls:</b> 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.</p>
30.	16		<p>UPS Requirements &amp; 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</p>	<p>Request to confirm the existing floor strength per sq mtr. Since the UPS &amp; Batteries are heavy we need to distribute the load accordingly.</p>	<p>The floor strength is as per the datacentre standards.</p>

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 –Critical 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; <b>(Level-1:</b> Those faults which can be handled by the available BMS engineer) - Within 60 minutes for level 2 calls

					<p><b>(Level 2 calls :</b> where support from external engineer is required)  - Within 24 Hrs for L3 calls,  <b>(L3 calls:</b> 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.</p>
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 heavy 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	There is no way to ascertain tier III compliance unless it is certified by 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	Clause stands as per RFP

		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	<p>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.</p> <p>The penalty will be subject to an overall cap of 10% of the contract value and thereafter, the contract may be cancelled.</p>	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	<p>For New Hardware (DG, AC, UPS):</p> <p>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</p>	For hardware and products: 1. 100% on delivery on New Hardware items (DG, AC, UPS)	Clause stands as per RFP

			<p>completion of three months from the date of placing the order whichever is later.</p> <p>Ø Balance 20% will be paid after 3 months of successful service from the acceptance date of hardware/ software.</p>		
41.	19	10.4 LIQUIDATED DAMAGE	<p>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 any downtime. For any delay, Liquidated damages shall be applicable @0.50% of <del>TCO</del>, 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.</p>		<p>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 any downtime. For any delay, Liquidated damages shall be applicable @0.50% of undelivered item cost, 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.</p> <p>LD will be deducted to a maximum of 10% of</p>

					TCO after which the contract may be terminated.
42.	18	10.3 PAYMENT TERMS	<p>For O&amp;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.</p> <p>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.</p> <p>Ø Uptime report and preventive maintenance (PM) report to be submitted for processing the payment.</p> <p>Ø Penalty shall be deducted for downtime and not conducting of PM</p> <p>Ø All undisputed payments will be released 30 business days post acknowledged acceptance of</p>	<p>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 deduct LD / penalty as applicable as per the terms of the contract <del>withhold any payment due to the Bidder,</del> in case of delays or defaults on the part of the Bidder. <del>Such withholding of payment shall not amount to a default on the part of the Bank.</del></p> <p>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.</p> <p>Ø Uptime report and preventive maintenance (PM) report to be submitted for processing the payment.</p> <p>Ø Penalty shall be deducted for downtime and not conducting of PM</p>	Clause stands as per RFP

			invoices.	Ø All undisputed payments will be released 30 business days post acknowledged acceptance of invoices.	
43.	18	10.3 PAYMENT TERMS	<p>For New Hardware (DG, AC, UPS):</p> <p>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.</p> <p>Ø Balance 20% will be paid after 3 months of successful service from the acceptance date of hardware/ software.</p>	<p>For hardware and products:</p> <p>1. 100% on delivery on New Hardware items (DG, AC, UPS)</p>	Clause stands as per RFP
44.	19	10.4 LIQUIDATED DAMAGE	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 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	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 any downtime. For any delay, Liquidated damages shall be applicable @0.50% of <del>TCO</del> the undelivered works per week or part thereof subject to a maximum of 5% of the	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 any downtime. For any delay, Liquidated damages 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	<p>Request curing period of 30 days</p> <p>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</p> <p>Request risk purchase cost to be capped to 5% of the value of the goods/services for which there is a default</p>	<p><b>In addition to clause 26, Order Cancellation</b></p> <p>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</p>



					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	Notwithstanding anything contained herein, neither Party shall be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business 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	<b><u>Site Not ready</u></b> The Vendor shall not be in any manner be liable

			Clause to be added Not added in contract	agreed timelines. Customer agrees that Wipro shall not be in any manner be liable for any 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	<b>In addition to clause 26, Order Cancellation</b>  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 <b><u>mala fide intention</u></b> 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, <b><u>not specifically mentioned as deviations/exceptions forming an integral part of the Bid</u></b> , 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 <b><u>excluding documents related to pricing, strategy etc. of the Seller</u></b> , 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 <b><u>excluding documents related to pricing, strategy etc. of</u></b> the BIDDER. <del>The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation.</del> 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.	
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.	Request modification of the clause: -  All works under or in course of execution or executed in pursuance of the Contract shall <del>at all times</del> <b><u>after providing a prior notice of thirty (30) days to the Vendor</u></b> 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.

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

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

				letter is not submitted then the same has to be replaced as part of the <b>contract RFP</b>	declaration letter is not submitted then the 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.
63.	13	Broad Scope and Role & Responsibility of Facility Management Personnel / BMS Operator	The vendor is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The vendor shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by the Bank. Vendor shall be the principal employer of the	Request modification of this clause: -  The vendor is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The vendor shall be vicariously liable for any acts, deeds or things done by their employees, agents, <del>contractors, subcontractors</del> etc. <b><u>during the course of their employment with the vendor</u></b> which is outside the scope of power vested or instructions issued by the Bank. Vendor shall be the principal employer of the employees,	The vendor is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The vendor shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. during the course of their employment with the vendor which is outside the scope of



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

			Bank prior to making of a decision in respect of such loss or damage	<del>However, the selected bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage</del>	
65.		SLA compliance & Penalty	<p>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.</p> <p>The penalty will be subject to an overall cap of 10% of the contract value and thereafter, the contract may be cancelled.</p>	Request capping of sum of total penalties to 5% of the amount of undelivered services.	Clause stands as per RFP
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.		<p>The vendor has to maintain the existing hardware and software for a period of 3 years As per the details given.</p> <p>And the new hardware to be quoted with 1 year warranty and 1 year AMC after warranty period.</p> <p>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.</p>

67.	18	10.3.2 PAYMENT TERMS	<p>For O&amp;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.</p> <p>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.</p> <p>Ø Uptime report and preventive maintenance (PM) report to be submitted for processing the payment.</p> <p>Ø Penalty shall be deducted for downtime and not conducting of PM</p> <p>Ø All undisputed payments will be released 30 business days post acknowledged acceptance of invoices.</p>	<p>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 deduct LD / penalty as applicable as per the terms of the contract <del>withhold any payment due to the Bidder,</del> in case of delays or defaults on the part of the Bidder. <del>Such withholding of payment shall not amount to a default on the part of the Bank.</del></p> <p>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.</p> <p>Ø Uptime report and preventive maintenance (PM) report to be submitted for processing the payment.</p> <p>Ø Penalty shall be deducted for downtime and not conducting of PM</p> <p>Ø All undisputed payments will be released 30 seven (7) business days post</p>	<p>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. <b>The Bank shall have the right to deduct LD / penalty as applicable as per the terms of the contract, in case of delays or defaults or non-compliance of SLA terms on the part of the Bidder.</b></p> <p>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.</p> <p>Ø Uptime report and preventive maintenance (PM) report to be submitted for processing the payment.</p>
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				acknowledged acceptance of invoices.	<p>Ø Penalty shall be deducted for downtime and not conducting of PM</p> <p>Ø All undisputed payments will be released 30 seven (7) business days post acknowledged acceptance of invoices.</p>
68.	18	10.3 PAYMENT TERMS	<p>For New Hardware (DG, AC, UPS):</p> <p>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.</p> <p>Ø Balance 20% will be paid after 3 months of successful service from the acceptance date of hardware/ software.</p>	<p>For hardware and products:</p> <p>1. 100% on delivery on New Hardware items (DG, AC, UPS)</p>	<p>Clause stands as per RFP</p>
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	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	All hardware/ software/ services taken as part of the RFP along with required facilities / infrastructure are to be delivered, installed and integrated with the

		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 <del>TCO</del> 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.	existing infrastructure 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 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. LD will be deducted to a maximum of 10% of TCO.
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 <b>on selection of the successful bidder completion of the procurement process.</b> The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee.	Clause stands as per RFP

			<p>date of opening of bid). b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or c. 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.</p>	<p>The Earnest Money Deposit may be forfeited under the following circumstances:</p> <p>a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).</p> <p>b. If the bidder makes any statement or encloses any form, with <b><u>mala fide intention</u></b>, 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 <del>To sign the contract in the form and manner to the satisfaction of UCO BANK</del> Ø <del>To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK</del> within the stipulated time period.</p>	
71.		Performance Guarantee	<p>The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the date of acceptance of the order or signing of the contract whichever is earlier, for a value equivalent to 10% of the total cost of ownership. The Performance</p>	<p>Request modification of this clause: -</p> <p>The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the date of <del>acceptance of the order or</del></p>	<p>The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the date of acceptance of the order or signing of the contract whichever is</p>

			<p>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.</p> <p>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 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 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 &amp; conditions.</p>	<p>signing of the contract <del>which ever is earlier</del>, for a value equivalent to 10% of the total cost of ownership. The Performance 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.</p> <p>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, <b><u>such non completion solely and directly attributable to the selected bidder.</u></b> 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,</p>	<p>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).</p> <p>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.</p> <p>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 guarantee within the time stipulated, the bank at its discretion</p>
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				<p><u>after giving cure period of atleast thrity (30) days.</u> in case the selected Bidder fails to <u>materially</u> discharge their contractual obligations during the period or Bank incurs any loss due to Vendor's <u>gross</u> negligence in carrying out the project implementation as per the agreed terms &amp; conditions.</p>	<p>may cancel the order placed on the selected bidder without giving any notice. Bank shall invoke the performance guarantee (after giving cure period of 30 days)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 &amp; conditions.</p> <p>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</p>
72.		Contract Period	<p>The contract period will be initially for a period of 5 ( Five) years. However, the same may be extended with prime L1 bidder as per agreed terms &amp; conditions for a further period of one year. The</p>	<p>Request modification of the clause: -</p> <p>The contract period will be initially for a period of 5 ( Five) years. However, the same may</p>	<p>The contract period will be initially for a period of 3 (Three) years. However, the same may be extended with selected bidder as per</p>



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

			<p>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 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</p>	<p>liquidation, voluntarily or otherwise.</p> <p>c) <del>An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.</del></p> <p>d) If the selected bidder, <b><u>even after cure period,</u></b> fails to complete the assignment as per the time lines prescribed in the <b><u>contract</u></b> RFP and the extension if any allowed, it will be a breach of contract.</p> <p><del>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.</del></p> <p>e) If deductions of account of liquidated damages exceeds more than <b><u>5% of the value of undelivered services</u></b> <del>10% of the total contract price.</del></p> <p>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</p>	<p>levied or continues to be levied for a period of seven days upon effects of the bid.</p> <p>d) If the selected bidder <b><u>even after cure period of 30 days</u></b> 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 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</p>
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			<p>selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.</p>	<p>procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected bidder. However, all such recoveries shall be subject to a maximum of 5% of the value of the difference in cost of procurement of undelivered services.</p> <p>g) After award of the contract, if the selected bidder, without a reasonable cause, 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. However, all such recoveries shall be subject to a maximum of 5% of the value of the difference in cost of procurement of undelivered services. This clause is applicable, if for any reason, the contract is cancelled.</p>	<p>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 selected bidder from any amount outstanding to the credit of the selected bidder, including the</p>
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				h) UCO BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.	pending bills and/or invoking the bank guarantee under this contract.
74.		Consequences of Termination	<p>a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], UCO BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.</p> <p>b. In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further)</p>	<p>Request modification of the clause: -</p> <p><del>a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], UCO BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the</del></p>	Clause stands as per RFP

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

		<p>one of the following actions, wherever required:- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue. (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore. (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER. (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of UCO Bank, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the</p>	<p>its behalf <del>(whether with or without the knowledge of the BIDDER)</del> shall entitle the BUYER to take all or any one of the following actions, wherever required:-</p> <p>(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.</p> <p>(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.</p> <p>(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.</p> <p><del>(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</del></p>	
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		<p>aforesaid sum and interest.</p> <p>(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.</p> <p>(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.</p> <p>(vii) To debar the BIDDER from participating in future bidding processes of the UCO Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.</p> <p>(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.</p> <p>(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.</p>	<p><del>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.</del></p> <p>(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</p> <p><del>(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.</del></p> <p>(vii) To debar the BIDDER from</p>	
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			<p>(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact</p>	<p>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.</p> <p>(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.</p> <p>(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.</p> <p>(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact</p>	
77.		Period and Validity of the Bid	<p>In any case the bid security of the bidders will be returned after completion of the process.</p>	<p>Request modification of this clause: -</p> <p>In any case the bid security of the bidders will be returned <b><u>after selection of the successful bidder.</u></b> <del>completion of the process.</del></p>	<p>Clause stands as per RFP</p>



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

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

			UCO BANK which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.	<del>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.</del>	demur, or recourse. The said guarantee is liable to be invoked/enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by UCO BANK which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.
81.	53	ANNEXURE VII - PROFORMA FOR PERFORMANCE BANK GUARANTEE	We, _____ [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as –the BankII) at the request of ..... [VENDOR] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.	We, _____ [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as –the BankII) at the request of ..... [VENDOR] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of the said vendor's <b><u>failure to perform any of the material obligations contained in the said Agreement</u></b> any	Clause stands as per RFP

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

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

				for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor	
85.	55	ANNEXURE VIII - DEED OF INDEMNITY	The obligator shall indemnify, protect and save the UCO Bank and hold the UCO 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 fulfil the scope of this project. Vendor shall further indemnify the UCO Bank against any loss or damage to the UCO Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or	Request modification :-  The obligator shall indemnify, <del>protect and save the UCO Bank</del> and hold the UCO Bank harmless from and against all <b>third party</b> claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), <del>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)</del> infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project. Vendor shall further indemnify	Clause stands as per RFP

		<p>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 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 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 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 UCO Bank (and/or its customers, users and</p>	<p>the UCO Bank against any loss or damage to the UCO Bank premises or property, loss of life, etc., due to the <b><u>grossly negligent</u></b> acts of the Vendor's employees or representatives. The Vendor shall further indemnify the UCO Bank against any loss or damage arising out of <b><u>third party</u></b> claims of infringement of <del>third-party</del> copyright, patents, or other intellectual property, and <del>third-party claims on the UCO Bank for malfunctioning of the equipment or software or deliverables at all points of time,</del> 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 comments or representations about the claim without prior written consent of the Vendor, except under due process of</p>	
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			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	Request modification: -  Vendor shall be responsible for any loss of life, etc., due to acts of Vendor's representatives, and <del>not just arising</del> out of gross negligence or wilful 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 <b>any third party</b> claims, losses, and liabilities arising from: · Non-compliance of the vendor with <b>applicable</b> Laws / Governmental Requirements · <del>Negligence and misconduct of the Vendor, its employees, and</del> <b>agents</b>	Clause stands as per RFP



		<p>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 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 all kinds of accidents, destruction, deliberate or 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.</p>	<p><del>· Breach of any terms of RFP, Representation or Warranty</del>  <del>· Act or omission in performance of _____ service.</del></p> <p>1. the Obligor shall, at all times hereinafter, <del>save and keep</del> hold harmless and indemnified indemnify UCO BANK, including its respective directors, officers, and employees and keep them indemnified from and against any <b>third party</b> claim, demand, losses, liabilities or expenses of <del>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 all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, directly and solely attributable</del></p>	
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				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, <del>genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract</del> or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO BANK or Obligor <del>or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.</del>	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 <b><u>and shall be the sole and exclusive remedy available to the Indemnified Party under this Contract.</u></b>	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 <del>the</del> <b>this</b> contract <del>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.</del>	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	Request modification: -  The BIDDER shall not use improperly <b><u>and with mala fide intention</u></b> , for purposes of competition or personal gain, or pass on to others, any <b><u>confidential</u></b> information provided by the BUYER as part of the business relationship,	Clause stands as per RFP

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

					the tender process
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	Request Modification: - <del>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 th</del>	The Earnest Money Deposit (EMD) shall be valid upto a period of 6 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.		<b>Corrigendum</b>	<b>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</b>		<b>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</b>

### 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 quote 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:**

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

	<b>AMF-Panel</b>					1 no
13	<b>UPS - 1.</b>	MGE (SCHNEIDER)		94QG15006		80KVA
14	<b>UPS - 2.</b>	MGE (SCHNEIDER)		94QG15005		80KVA
15	INSTA Switch	DB Power		IS06127	Network Room	6KVA
				IS06132	Network Room	6KVA
				IS06142	UPS Room	6KVA
				IS06148	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
1	4x18 watt Decorative tube light fittings (86)	Philips	TBS 369/418 HF D6	UPS room		8	
				Network room		9	
				Server room		12	
2	2x PL-L36 watt decorative light fittings (86)	Philips	FBS 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	<b>UPS Room</b>						
a)	<b>MCB DB with 63Amps DP Isolator.(emergency</b>	Legrand		<b>UPS room</b>	63Amps (DP)	1	

	power)						
	32 Amps SP MCB				32 Amps(SP)		
	20 Amps SP MCB	Legrand			20Amps( SP)	15 (4 nos spare)	
	16 Amps SP MCB	Legrand			16Amps (SP)	5 (2 nos spare)	
	6 Amps SP MCB	Legrand			6 Amps (SP)	18 (9nos spare)	
b)	<b>MCB DB with 40Amps DP Isolator.(Lighting)</b>	Legrand			40 Amps	1	
	20 Amps SP MCB	Legrand			20 Amps(SP)	12	
	6 Amps SP MCB	Legrand			6 Amps (SP)	11	
c)	<b>MCB DB with 125 Amps TP&amp;N Isolator ( Blue Star)</b>	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	
d)	<b>Electrical Panel Including following switches.</b>			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	<b>Network Room</b>						
	MCB DB with 125 Amps TP Isolator.	Legrand		<b>Network Room</b>	125 Amps (TP)	1	
	25 Amp TP Isolator	Legrand			25 Amps (TP)	2	
	20 Amp TP Isolator	Legrand			20 Amps (TP)	2	
7	<b>Server Room</b>						
a)	MCB DB - 1. with 100 Amps TP&N Isolator.	Legrand		<b>Server Room</b>	100 Amps (TP)	1	
	32 Amps SP MCB	Legrand			32 Amps SP	26 (2 nos spare)	



b)	MCB DB - 1. with 100 Amps TP&N Isolator.	Legrand			100 Amps (TP)	1	
	32 Amps SP MCB	Legrand			32 Amps SP	24 (2 nos spare)	
c)	MCB DB with 63Amps TP Isolator.	Legrand			63 Amps TP	1	
	MCB DB with 63Amps TP Isolator.	Legrand			63 Amps TP	4	
8	<b>B.M.S Room</b>						
a)	MCB DB with 63Amps TP Isolator.	Legrand		<b>B.M.S Room</b>	63 Amps TP	1	
	MCB DB with 63Amps TP Isolator.	Legrand			63 Amps TP	4	
<b>Fire Detector-( Smoke-40 &amp; Heat-2,Manual call point-3,Hooter-6,Control module-10,Fault isolator modules-3,Monitor module-4</b>							Siemens
1				<b>UPS ROOM</b>			
	Smoke Detector	Siemens		True Ceiling 2		6	
				False Ceiling 2			
				False Floor 2			
	Heat Detector					2	
				<b>AHU Room</b>		1	
				<b>NETWORK ROOM</b>			
	Smoke Detector			True ceiling 2		6	
				False Ceiling 2			
				False Floor 2			
	FIU (Fault isolator unit)			1			
	Smoke Detector			<b>Server Room</b>		12	
				True ceiling 4			
				False Ceiling 4			
				False Floor 4			
	FIU (Fault isolator unit)			1			
	CM-Control module)			1			
				<b>BMS Room</b>			
	Smoke Detector			True Ceiling 1		2	

				False Ceiling 1			
	Control Module (CM)			1			
				<b>BMS Entry</b>			
	Smoke Detector			True Ceiling 2		4	
				False Ceiling 2			
	CM			2			
				<b>Corridor</b>			
	Smoke Detector			True ceiling 3		9	
				False Ceiling 3			
				False Floor 3			
	CM			4			
	MM			4			
	Vesda	Siemens		Server Room		1	Siemens
	Automatic fire detection system						Siemens

**Single Reader Interface(SRI) - List (Access)**

	<b>SERVER ROOM IN SRI - 1</b>			<b>Server Room</b>			
	<b>OUT SRI - 2</b>						
	<b>CORRIDOR IN SRI - 3</b>						
	<b>OUT SRI- 4</b>						
	<b>MAIN ENTRANCE IN SRI - 5.</b>						
	<b>OUT SRI- 6</b>						
	<b>BMS ROOM IN - 7</b>						
	<b>OUT - 8</b>						
	<b>NET WORK ROOM IN SRI – 1</b>			<b>UPS ROOM</b>			
	<b>OUT SRI -2</b>						
	<b>UPS ROOM IN SRI - 3</b>						
	<b>OUT SRI - 4</b>						

			<b>CCTV – POWER UNIT</b>			Siemens
	<b>POWER UNIT 1. CCTV PORT 3.5.7.</b>					

	<b>POWER UNIT 2. CCTV PORT 6.8.9.10</b>						
	<b>POWER UNIT 3. CCTV PORT 1.2.4.11.12</b>						
	<b>Camera (Indoor-13,Out door-2)</b>	<b>Siemens</b>				15	
	DVR					1	
	Ultrasonic pest repellor system	Maser	VHFO			4	
	Satellite					48	
		<b>Fire Extinguishers</b>					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 Filled with 40.5 kg			67.5 Liter capacity Filled with 40.5 kg	2	
	FM-200 (Network room)	67.5 Liter capacity Filled with 49 kg			67.5 Liter capacity Filled with 49 kg	1	
	FM-200 (UPS room)	67.5 Liter capacity Filled 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 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 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.

## Annexure – V

## Commercial Template

**(Amount in Rs.)**

**Table-A**

[illegible]

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

**Table B**

			Year 1		Tax Type	Tax Percentage	Tax Amount	Total Price inclusive of Tax G=C+F	Buy Back Amount	Total I=G-H
SL	Item	Qty (A)	Unit Amount (B)	Total C=A*B	(D)	(E )	F		(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 forTABLE B (T2)	

**Table C**

SL NO	Item	Qty (A)	1 Year		Tax Type (M)	Tax Percentage (N)	Tax Amount O=(L*N)/100	Total Price inclusive of Tax P=C+O
			Unit Amount (B)	Total C=A*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)							
							<b>Total for TABLE C (T3):</b>	
<b>Total Cost of Ownership T= T1+T2+T3</b>								
Total Cost ( In Words) Rupees... ..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 /VAT etc. to be quoted in column "Taxes".

Date:-----

Place: -----

Yours faithfully,

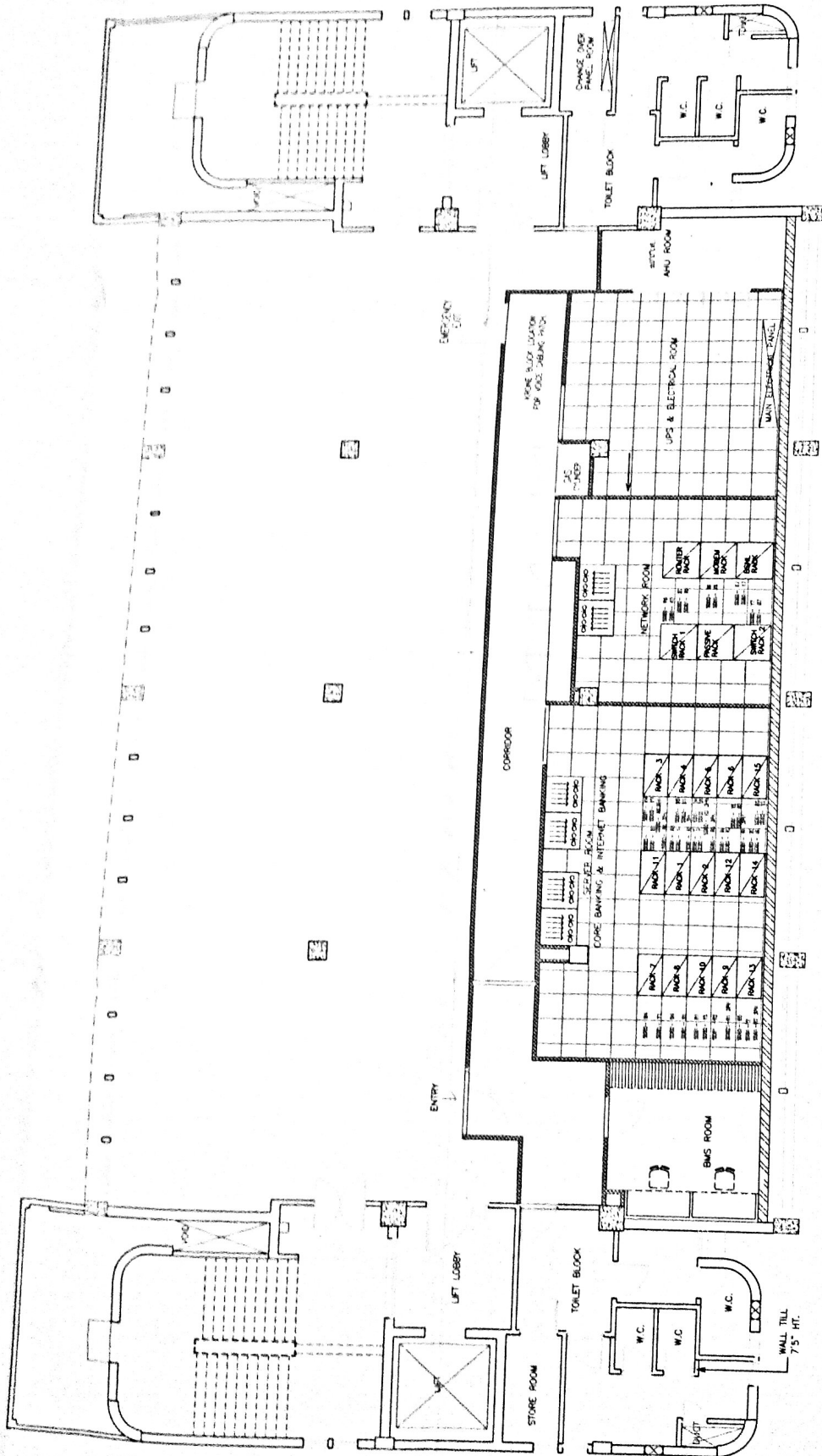
Signature of Authorized Signatory

Name of Signatory:

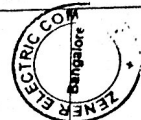
Designation:

Seal of Company:





AS BUILT DRAWING



**ELECTRICAL CONTRACTORS:**  
**ZENER ELECTRIC COMPANY**  
 20 / 1st Floor, Intermediate Ring Road  
 Koramangala,  
 Bangalore - 560047  
 Telephone no : 080-41501628/29  
 Email: zenerelectric@hotmail.com

DESCRIPTION	TITLE : SERVER SOCKET LAYOUT	DRAWING NO : ELE/04	DATE	24/8/06	ELECTRICAL CONTRACTORS:
AS BUILT DRAWING	CLIENT : HEWLETT PACKARD INDIA SALE PVT LTD.	ARCHITECT : MODARCH CONSULTANTS CHENNAI (P) LTD. 3, Bala Park Road, 1st Floor, Chennai - 600 004	SCALE	N.T.S.	
ENTRANCE FOR UCO BANK LAKE CITY KOLKATA	PROJECT : UCO BANK DATA CENTRE, AT KOLKATA	CONSULTANT : CLAUDE FERNANDES ELECTRICAL CONSULTANT SAHAYAN (P) KARNATAKA - 56	DRN.	K.V	
			CHK.	M.D	