



**UCO BANK**  
**Department of Information Technology**

**Request for Proposal (RFP) for Supply of Privilege Identity Management (PIM) Licenses**

**RFP Ref. No: UCO/DIT/1513/2022-23 Date: 13.09.2022**

**Pre-Bid Responses/ Clarifications to Queries raised by the Bidder(s) Published on 04.11.2022**

Sl. No	Page No	Clause No	Clause as per RFP	Description of Query/ Clarification sought by Bidder	Bank Response
1.	42	15i	In case the selected Bidder/Vendor fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverables from alternate sources at the risk, cost and responsibility of the selected Bidder/Vendor with the capping of 125% of the original quoted cost for such deliverable. ii. If the selected Bidder/Vendor does not perform satisfactorily or delays in execution of contract, UCO Bank reserves the right to get the balance order executed by another party of its choice, in this event the selected Bidder/Vendor is bound to make good with the capping of 125% of the original quoted cost for such deliverable, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.	In case the selected Bidder/Vendor fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverables from alternate sources by giving 30 days" notice and an opportunity to be heard at the risk, cost and responsibility of the selected Bidder/Vendor with the capping of 5% of differential cost of unperformed services ii. If the selected Bidder/Vendor does not perform satisfactorily or delays in execution of contract, UCO Bank reserves the right to get the balance order executed by another party of its choice, in this event the selected Bidder/Vendor is bound to make good with the capping of 5% of differential cost of unperformed. This clause is applicable, if for any reason, the order is cancelled.	Clause stands as per RFP

2.	43	16	<p>In consideration of the Bank having agreed to accept our offer in terms of Request for Proposal No. UCO/DIT/1513/2022-23 Date: 13/09/2022, we the Bidder herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgments, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said RFP and any damage caused from and against all suits and other actions that maybe instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to omission or commission of any act on our part and/or on the part of our employees, representatives, agents and/or associates, sub-contractors in performance of the obligations enumerated under the said Request for Proposal.</p> <p>We the Bidder further irrevocably and unconditionally agree and undertake to hold the Bank harmless, indemnify and keep the Bank indemnified from any of its following acts and deeds, irrespective of the value, genuineness or enforceability of the aforesaid Contract/Agreement or insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO Bank or us or any other circumstance whatsoever which might otherwise constitute a discharge of the Bidder:</p>	<p>In consideration of the Bank having agreed to accept our offer in terms of Request for Proposal No. UCO/DIT/1513/2022-23 Date: 13/09/2022, we the Bidder herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any actual, direct and proven claims, demands, actions, proceedings, damages, recoveries, judgments, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of any nature and kind and by made in respect of the said RFP and any damage caused from and against all suits and other actions that maybe instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to willful omission or commission of any gross negligence act on our part and/or on the part of our employees, representatives, agents and/or associates, sub-contractors in performance of the obligations enumerated under the said Request for Proposal.</p> <p>We the Bidder further irrevocably and unconditionally agree and undertake to hold the Bank harmless, indemnify and keep the Bank indemnified from any of its following actual, direct and proven acts and deeds, irrespective of the value, genuineness or enforceability of the aforesaid Contract/Agreement or insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO Bank or us or any other circumstance whatsoever which might otherwise constitute a discharge of the Bidder:</p>	Clause stands as per RFP
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			<p>a. material breach of any of the terms of the RFP/ SLA or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty or breach of confidentiality etc., of the service provider under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement; b. infringement of any intellectual property right, patents, trademarks, copyrights etc., including any claims of infringement of any third-party copyright, patents or other intellectual property and/or any third party claims on the Bank for malfunctioning of the equipment, software or deliverables or usage of any license, or such other statutory infringement in respect of all components provided to fulfill the scope of work under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;</p>	<p>b. infringement of any intellectual property right, patents, trademarks, copyrights etc., including any claims of infringement of any third-party copyright, patents or other intellectual property and/or any third party claims on the Bank for malfunctioning of the equipment, software or deliverables or usage of any license, or such other statutory infringement in respect of all components provided to fulfil the scope of work under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;</p>	
3.	51	30	<p>Arbitration All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the construction, meaning and operation, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.</p>	<p>All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the construction, meaning and operation, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by sole arbitrator appointed in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.</p>	<p>Clause stands as per RFP</p>

4.	52	32	<p>For breach of any obligation mentioned in this document, subject to point no. (iii), in no event the Vendor shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total project cost/contract value.</p> <p>ii. The selected Bidder/Vendor will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of the loss caused to the Bank.</p> <p>iii. The limitations set forth in point no. (i) shall not apply with respect to:</p> <p>a) claims that are the subject of indemnification pursuant to violation of Intellectual Property Rights and Ownership.</p> <p>b) damages occasioned by the gross negligence or willful misconduct of selected Bidder/Vendor.</p> <p>c) damages occasioned by the selected Bidder/Vendor for breach of confidentiality obligations.</p> <p>d) Regulatory or statutory penalty imposed by the Government or any Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the Project.</p>	<p>For breach of any obligation mentioned in this document, subject to point no. (iii), in no event the Vendor shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding monetary amount collectively and in aggregate greater than the total amounts for the immediately preceding six (6) months received by CMS IT for the Services under a particular SOW under which the liability principally arises</p>	Clause stands as per RFP
5.				<p>In the event of delay in installation or commissioning of equipment supplied by the Service Provider, or delay in submission of documents required under the RFP / Agreement / PO, or delay in issuance of the acceptance certificates by the Client, due to reasons beyond the reasonable control of the Service Provider, including but not limited to site not being ready, or force majeure situations, government orders and notifications, government ordered lockdown, epidemics</p>	Query not admissible

				and pandemics etc., the Client shall make immediate payment and not withhold payment of fees for the Products supplied and / or services already rendered, on this account. In such cases the Service Provider shall raise the invoice to the extent of the value of goods delivered and/or quantum of work performed and the Client shall make payment thereof. Further, it shall be the obligation of the Service Provider to perform all the unperformed / partially performed work and submit all the necessary documents in terms of the RFP / Agreement / PO as soon as practicably possible upon normalization of the situation.	
6.	10	3	The bidder should have supplied at least Fifty (50) PIM licenses (proposed) to any scheduled commercial banks / Central Government / RBI / State Government Project in India in last 3 financial years (i.e., 2019-2020, 2020-2021 and 2021-22) of bid submission.	The bidder should have supplied at least Twenty (20) PIM licenses (proposed) to any scheduled commercial banks / Central Government / RBI / State Government Project in India in last 3 financial years (i.e., 2019-2020, 2020-2021 and 2021-22) of bid submission.	Clause stands as per RFP



**UCO BANK**  
**Department of Information Technology**

**Request for Proposal (RFP) for Supply of Privilege Identity Management (PIM) Licenses**

**RFP Ref. No: UCO/DIT/1513/2022-23 Date: 13.09.2022**

**Corrigendum/Addendum**

**PART-I**

**3. ELIGIBILITY CRITERIA**


SL No	Existing Clause	Modified Clause
4	Audited Balance Sheets for last two financial years, i.e., 2020-21 and 2021-2022.	Audited Balance Sheets for last two financial years, i.e., 2019-20 and 2020-2021.

**PART-II**

SL No	Existing Clause	Modified Clause
1	This Request for Proposal (RFP) is to invite proposals from eligible bidders desirous of taking up the project for Selection of Vendor for WhatsApp Banking Services. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.	This Request for Proposal (RFP) is to invite proposals from eligible bidders desirous of taking up the project for Supply of Privilege Identity Management (PIM) Licenses. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

**PART-V**

SL No	Title	Existing Clause	Modified Clause
38	Support	<p>The bidder has to provide good after-sales service/support i.e., timely attending of calls (within maximum resolution time, as specified in this RFP under warranty clause), received from the office where the license have been supplied &amp; installed.</p>	<p>The selected bidder has to provide 1<sup>st</sup> year, 2<sup>nd</sup> year, 3<sup>rd</sup> year &amp; 4<sup>th</sup> year ATS for 100 EPV licenses and 100 PSM concurrent user session licenses. Further, the bidder has to also provide the 1<sup>st</sup> Year, 2<sup>nd</sup> Year, 3<sup>rd</sup> Year &amp; 4<sup>th</sup> Year ATS for existing 100 Nos. of EPV licenses. <b>The Serial Number of the existing 100 Nos. of EPV Licenses is DD189776563 TO DD189776662.</b></p> <p>i. The bidder shall be fully responsible for the OEM's warranty/ATS support for all licenses.</p> <p>ii. Warranty shall not become void even if UCO Bank buys any other supplemental hardware / software from a third party installs it with. Besides the above, the vendor will have to enter into Service Level Agreement (SLA) with the Bank.</p>
39	Billing	<p>The billing shall include Unit Price and GST and other taxes, which will be paid by the respective Department of Information Technology, Head Office for which the license is being purchased.</p>	<p>The billing shall include Unit Price and GST and other taxes, which will be paid by the CISO Office, Head Office – 1 for which the license is being purchased.</p>
40	Payment Terms	<p><b>a. 100% of the order value</b> along with GST and other applicable duties on actual basis will be paid on supply and installation of licenses in Privilege Identity Management (PIM) Solution. The claim for</p>	<p><b><u>For Licenses:</u></b></p> <p><b>a. 100% of the order value</b> along with GST and other applicable duties on actual basis will be paid on supply and installation of</p>

		<p>payment should contain proof of delivery, installation note &amp; User Acceptance Report signed by an authorized official of the bank.</p> <p><b>b.</b> No advance payment will be made.</p>	<p>licenses in Privilege Identity Management (PIM) Solution. The claim for payment should contain proof of delivery, installation note &amp; User Acceptance Report signed by an authorized official of the bank.</p> <p>a. No advance payment will be made.</p> <p><b><u>For Annual Technical Support (ATS):</u></b></p> <p>The payment towards ATS on software license shall be paid in yearly in advance basis.</p>
41	Scope of Work	<p style="text-align: center;"> यूको बैंक UCO BANK</p> <p style="text-align: center;"><b>Addendum</b></p>	<p><b>Annual Technical Support (ATS) –</b></p> <ol style="list-style-type: none"> <li>1. The selected bidder has to provide ATS support for the 100 perpetual EPV Privilege Identity Management (PIM) User License and ATS support for the 100 PSM concurrent user session License being procured as well as for the 100 existing EPV User License.</li> <li>2. The ATS need to be provided as per the OEM standard support.</li> </ol>
13	Award of Contract	<p>The price of the items which are mentioned in Annexure – XVIII will be evaluated based on value of the estimated quantity of purchases during the period. Individual unit item with 3 years' comprehensive onsite warranty would be the basis for evaluating the lowest Bidder(s) for each item type of the group. Evaluation will be done for each</p>	<p>The price of the items which are mentioned in Annexure – XVIII will be evaluated based on value of the estimated quantity of purchases during the period. PIM Licenses with 4 years' comprehensive onsite ATS support would be the basis for evaluating the lowest Bidder(s) for each item type of the</p>



		<p>group and each type separately.</p> <p>After evaluation, the Bidder, whose commercial offer has been determined as the lowest, will be named as 'L1'.</p>	<p>group.</p> <p>After evaluation, the Bidder, whose commercial offer has been determined as the lowest, will be named as 'L1'.</p> <p>However, after the completion of initial contract period of 4 (four years), the contract may be extended/renewed for further period on mutually agreed terms and conditions.</p> <p><b>Bank reserves the right to place the Purchase Order for all or any of the line items as mentioned in RFP based on the business requirement of the Bank.</b></p>
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#### Annexure – XV (Eligibility Compliance)

SL No	Existing Clause	Modified Clause
4	Audited Balance Sheets for last two financial years, i.e., 2020-21 and 2021-2022.	Audited Balance Sheets for last two financial years, i.e., 2019-20 and 2020-2021.

## **Annexure – XIII**

### **Pre-Contract Integrity Pact (Amended)**

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

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 acting through its Department of IT, represented by Authorized Signatory hereinafter referred to as the Buyer and the first party, proposes to select Supply of Privilege Identity Management (PIM) Licenses. And **M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ represented by \_\_\_\_\_ Authorized signatory**, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the Bidders/seller and the second party, is willing to offer/has offered the Stores and / or Services.

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



### **3. Preamble**

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for RFP for Supply of Privilege Identity Management (PIM) License and the Bidders /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidders (s) and / or Seller(s).

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

### **4. Commitments of the Buyer**

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

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

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

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

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

- (i) The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer 's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- (ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The Bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidders(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.
- (iv) The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidders /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).
- (v) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.

(vi) Bidders not to pass any information provided by the principal as part of business relationship to others and not to commit any offence under PC/IPC Act.

(vii) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary.

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

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

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

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

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

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

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

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

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

## **8. Sanctions for Violation**

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

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

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

## **9. Compensation for Damages**

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

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

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

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

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

**10.3** The Bidders(s) / Seller(s) if they deem it necessary, may furnish any information as relevant to their bid to the Independent External Monitors.

**10.4** If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.

**10.5** If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.

**10.6** The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

**10.7** The word “Monitor” would include both singular and plural.

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

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

## 12. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings.

## 13. Integrity Pact Duration.

**13.1** This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.

**13.2** If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank.

**13.3** Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

## 14 Other Provisions

14.1 Changes and supplements need to be made in writing. Side agreements have not been made.

14.2 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

14.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

14.4 Nothing contained in this Integrity Pact shall be deemed to assure the Bidders / Seller of any success or otherwise in the tendering process.

15. This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

16. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

17. The Parties here by sign this Integrity Pact.

**BUYER**

**Signature:**

**Authorized Signatory**

**Department of IT**

**Place:**

**Date:**

**Witness:**

**(Name & Address)**

**BIDDERS /SELLER**

**Signature:**

**Authorized Signatory (\*)**

**Witness:**

**(Name & Address)**





**Format of Masked Commercial for RFP for Supply of Privilege Identity Management (PIM) License****All Cost mentioned shall be quoted in Indian Rupees Only (₹).**

Sr No.	Items	Unit Cost (a)	Multiplication factor (b)	Total Cost D=(a*b) (Exclusive of all taxes)	GST (%)
A	License Cost of 100 perpetual EPV Privilege Identity Management (PIM) User License	XXXXXX	100	XXXXXXXX	
A.1	1 <sup>st</sup> Year ATS cost for 100 perpetual EPV Privilege Identity Management (PIM) User License as per column A			XXXXXXXX	
A.2	2 <sup>nd</sup> Year ATS cost for 100 perpetual EPV Privilege Identity Management (PIM) User License as per column A			XXXXXXXX	
A.3	3 <sup>rd</sup> Year ATS cost for 100 perpetual EPV Privilege Identity Management (PIM) User License as per column A			XXXXXXXX	
A.4	4 <sup>th</sup> Year ATS cost for 100 perpetual EPV Privilege Identity Management (PIM) User License as per column A			XXXXXXXX	
B	License Cost of 100 PSM concurrent user session License for Destination Servers/Devices	XXXXXX	100	XXXXXXXX	
B.1	1 <sup>st</sup> Year ATS cost for 100 PSM concurrent user session License for Destination Servers/Devices as per column B			XXXXXXXX	
B.2	2 <sup>nd</sup> Year ATS cost for 100 PSM concurrent user session License for Destination Servers/Devices as per column B			XXXXXXXX	

B.3	3 <sup>rd</sup> Year ATS cost for 100 PSM concurrent user session License for Destination Servers/Devices as per column B		XXXXXXX	
B.4	4 <sup>th</sup> Year ATS cost for 100 PSM concurrent user session License for Destination Servers/Devices as per column B		XXXXXXX	
C.1	1 <sup>st</sup> Year cost for renewal of ATS for existing 100 number of perpetual EPV User License (Service Number: DD189776563 TO DD189776662)		XXXXXXX	
C.2	2 <sup>nd</sup> Year cost for renewal of ATS for existing 100 number of perpetual EPV User License (Service Number: DD189776563 TO DD189776662)		XXXXXXX	
C.3	3 <sup>rd</sup> Year cost for renewal of ATS for existing 100 number of perpetual EPV User License (Service Number: DD189776563 TO DD189776662)		XXXXXXX	
C.4	4 <sup>th</sup> Year cost for renewal of ATS for existing 100 number of perpetual EPV User License (Service Number: DD189776563 TO DD189776662)		XXXXXXX	
<b>Total Cost (A+A.1+A.2+A.3+A.4+B+B.1+B.2+B.3+B.4+C.1+C.2+C.3+C.4)</b>			XXXXXXXXX	

**Note:**

- 1.We hereby confirm that quotes mentioned in this commercial bid is strictly as per the format in RFP.
- 2.We also confirm that the above-mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same as mentioned in the commercial evaluation process clause no. 2.3 and it will be binding upon our company.

3. We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
4. We have not added or modified any clauses / statements / recordings / declarations in the commercial offer, which is conditional and / or qualified or subjected to suggestions, which contain any deviation in terms & conditions or any specification.
5. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected

**Company Seal**

**Authorized Signatory**

**Date**

**Name & Designation:**

**Note:**

6. In case of discrepancy between figures and words, the amount in words shall prevail.
7. Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above-mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.
8. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
9. Please note that any commercial offer which is conditional and / or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so, such offer will be summarily rejected.
10. All prices should be quoted in Indian Rupees (INR) only.
11. The TCO (Total Cost of Ownership) will be exclusive of GST. However, the GST and other applicable taxes will be paid as per actuals at the time of resultant billing.
12. Bank will not communicate with OEM / OSD for any queries.
13. The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order
14. Each Items Total Cost (Column D) will be compared to find out the lowest bidder.
15. Lowest Bidder (L1) will be determined on the TCO mentioned in column D.
16. If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the Bank without any cost.

**Format of Commercial for RFP for Supply of Privilege Identity Management (PIM) License****All Cost mentioned shall be quoted in Indian Rupees Only (₹).**

<b>Sr No.</b>	<b>Items</b>	<b>Unit Cost (a)</b>	<b>Multiplication factor (b)</b>	<b>Total Cost D=(a*b) (Exclusive of all taxes)</b>	<b>GST (%)</b>
A	License Cost of 100 perpetual EPV Privilege Identity Management (PIM) User License		100		
A.1	1 <sup>st</sup> Year ATS cost for 100 perpetual EPV Privilege Identity Management (PIM) User License as per column A				
A.2	2 <sup>nd</sup> Year ATS cost for 100 perpetual EPV Privilege Identity Management (PIM) User License as per column A				
A.3	3 <sup>rd</sup> Year ATS cost for 100 perpetual EPV Privilege Identity Management (PIM) User License as per column A				
A.4	4 <sup>th</sup> Year ATS cost for 100 perpetual EPV Privilege Identity Management (PIM) User License as per column A				
B	License Cost of 100 PSM concurrent user session License for Destination Servers/Devices		100		
B.1	1 <sup>st</sup> Year ATS cost for 100 PSM concurrent user session License for Destination Servers/Devices as per column B				
B.2	2 <sup>nd</sup> Year ATS cost for 100 PSM concurrent user session License for Destination				

	Servers/Devices as per column B			
B.3	3 <sup>rd</sup> Year ATS cost for 100 PSM concurrent user session License for Destination Servers/Devices as per column B			
B.4	4 <sup>th</sup> Year ATS cost for 100 PSM concurrent user session License for Destination Servers/Devices as per column B			
C.1	1 <sup>st</sup> Year cost for renewal of ATS for existing 100 number of perpetual EPV User License (Service Number: DD189776563 TO DD189776662)			
C.2	2 <sup>nd</sup> Year cost for renewal of ATS for existing 100 number of perpetual EPV User License (Service Number: DD189776563 TO DD189776662)			
C.3	3 <sup>rd</sup> Year cost for renewal of ATS for existing 100 number of perpetual EPV User License (Service Number: DD189776563 TO DD189776662)			
C.4	4 <sup>th</sup> Year cost for renewal of ATS for existing 100 number of perpetual EPV User License (Service Number: DD189776563 TO DD189776662)			
<b>Total Cost (A+A.1+A.2+A.3+A.4+B+B.1+B.2+B.3+B.4+C.1+C.2+C.3+C.4)</b>				

**Note:**

1. We hereby confirm that quotes mentioned in this commercial bid is strictly as per the format in RFP.
2. We also confirm that the above-mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same as mentioned in the commercial evaluation process clause no. 2.3 and it will be binding upon our company.

3. We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
4. We have not added or modified any clauses / statements / recordings / declarations in the commercial offer, which is conditional and / or qualified or subjected to suggestions, which contain any deviation in terms & conditions or any specification.
5. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.

**Company Seal**

**Authorized Signatory**

**Date**

**Name & Designation:**

**Note:**

6. In case of discrepancy between figures and words, the amount in words shall prevail.
7. Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above-mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.
8. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
9. Please note that any commercial offer which is conditional and / or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so, such offer will be summarily rejected.
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