



Request for Proposal (RFP)
For
Supply, Installation and Maintenance of New Video
Conference solution (e-tendering)

Head Office-2
Department of Information Technology
5th Floor, 3 & 4 DD Block, Sector -1
Salt Lake, Kolkata-700 064

RFP REF NO: DIT/BPR & BTD/OA/260/2021-22 Date: 07/05/2021

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

This document is prepared by UCO Bank for Supply, Installation and Maintenance of New Video Conference Solution (e-tendering). It should not be reused or copied or used either partially or fully in any form.

Disclaimer

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



TABLE OF CONTENTS

<u>1. INTRODUCTION</u>	<u>12</u>
<u>2. OVERVIEW OR OBJECTIVE</u>	<u>12</u>
<u>3. ELIGIBILITY CRITERIA.....</u>	<u>12</u>
<u>Part –II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS</u>	<u>16</u>
<u>1. INVITATION FOR BIDS.....</u>	<u>16</u>
<u>2. DUE DILIGENCE</u>	<u>16</u>
<u>3. TENDER DOCUMENT & FEE</u>	<u>16</u>
<u>4. BID SECURITY DECLARATION</u>	<u>17</u>
<u>5. REJECTION OF THE BID</u>	<u>17</u>
<u>6. PRE-BID MEETNG</u>	<u>18</u>
<u>7. MODIFICATION AND WITHDRAWAL OF BIDS</u>	<u>18</u>
<u>8. INFORMATION PROVIDED.....</u>	<u>18</u>
<u>9. CLARIFICATION OF OFFER</u>	<u>19</u>
<u>10.LATE BIDS</u>	<u>19</u>
<u>11.ISSUE OF CORRIGENDUM</u>	<u>19</u>
<u>12.FOR RESPONDENT ONLY</u>	<u>19</u>
<u>13.DISCLAIMER.....</u>	<u>19</u>
<u>14.MSME</u>	<u>20</u>
<u>15.COSTS BORNE BY RESPONDENTS.....</u>	<u>20</u>
<u>16.NO LEGAL RELATIONSHIP</u>	<u>20</u>
<u>17.CANCELLATION OF TENDER PROCESS</u>	<u>20</u>

<u>18.CORRUPT AND FRAUDULENT PRACTICES.....</u>	<u>21</u>
<u>19.NON-TRANSFERRABLE OFFER.....</u>	<u>21</u>
<u>20.ADDRESS OF COMMUNICATION.....</u>	<u>21</u>
<u>21.PERIOD OF BID VALIDITY.....</u>	<u>22</u>
<u>22.NO COMMITMENT TO ACCEPT LOWEST OR ANY BID</u>	<u>22</u>
<u>23.ERRORS AND OMISSIONS</u>	<u>22</u>
<u>24.ACCEPTANCE OF TERMS.....</u>	<u>22</u>
<u>25.RFP RESPONSE</u>	<u>22</u>
<u>26.NOTIFICATION.....</u>	<u>23</u>
<u>27.ERASURES OR ALTERATIONS.....</u>	<u>23</u>
<u>28.CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT</u>	<u>23</u>
<u>29.LANGUAGE OF BIDS.....</u>	<u>23</u>
<u>30.AUTHORIZED SIGNATORY</u>	<u>23</u>
<u>31.SUBMISSION OF OFFER- TWO BID SYSTEM.....</u>	<u>24</u>
<u>35.OTHER TERMS AND CONDITIONS.....</u>	<u>26</u>
<u>36.ADOPTION OF INTEGRITY PACT.....</u>	<u>27</u>
<u>37.PREFERENCE TO MAKE IN INDIA:</u>	<u>28</u>
<u>38.RESTRICTION ON PROCUREMENT DUE TO NATIONAL SECURITY.....</u>	<u>31</u>
<u>Part –III: BID OPENING AND EVALUATION CRITERIA.....</u>	<u>33</u>
<u>1. STAGES OF EVALUATION</u>	<u>33</u>
<u>2. EVALUATION METHODOLOGY.....</u>	<u>33</u>
<u>3. NORMALIZATION OF BIDS:.....</u>	<u>35</u>

PART – IV	36
SCOPE OF WORK.....	36
Part-V.....	51
1. ORDER DETAILS.....	51
3. CONTRACT PERIOD	51
4. WARRANTY AND SUPPORT	51
5. PAYMENT TERMS.....	53
6. SERVICE LEVEL AGREEMENT & PENALTIES	55
7. PAYING AUTHORITY	57
8. PERFORMANCE BANK GUARANTEE.....	57
9. PRICE VALIDITY.....	58
10.SINGLE POINT OF CONTACT.....	58
11.RIGHT TO ALTER QUANTITIES	58
12.PRELIMINARY SCRUTINY.....	59
13.AWARD OF CONTRACT.....	59
14.TAXES.....	59
15.CONFIDENTIALITY AND SECRECY.....	60
16.COMPLIANCE WITH LAWS.....	61
17.BLACKLISTING	62
GROUND FOR DISQUALIFICATION & BLACKLISTING	62
18.FORCE MAJEURE	65
19.COMPLETENESS OF THE PROJECT	66

<u>20.ACCEPTANCE TESTING.....</u>	<u>66</u>
<u>21.ORDER CANCELLATION</u>	<u>66</u>
<u>22.INDEMNITY.....</u>	<u>68</u>
<u>23.PUBLICITY.....</u>	<u>70</u>
<u>24.PRIVACY & SECURITY SAFEGUARDS</u>	<u>70</u>
<u>25.TECHNOLOGICAL ADVANCEMENTS</u>	<u>71</u>
<u>26.GUARANTEES.....</u>	<u>71</u>
<u>27.EXIT OPTION AND CONTRACT RE-NEGOTIATION</u>	<u>71</u>
<u>28.TERMINATION</u>	<u>73</u>
<u>29.TERMINATION FOR INSOLVENCY.....</u>	<u>73</u>
<u>30.TERMINATION FOR DEFAULT.....</u>	<u>74</u>
<u>31.TERMINATION FOR CONVENIENCE</u>	<u>74</u>
<u>32.CONSEQUENCES OF TERMINATION</u>	<u>74</u>
<u>33.SIGNING OF CONTRACT.....</u>	<u>75</u>
<u>34.technical inspection and performance evaluation</u>	<u>75</u>
<u>35.VERIFICATION.....</u>	<u>75</u>
<u>36.COMPLIANCE WITH APPLICABLE LAWS OF INDIA</u>	<u>75</u>
<u>37.DISPUTE RESOLUTION MECHANISM</u>	<u>77</u>
<u>38.ARBITRATION</u>	<u>78</u>
<u>39.APPLICABLE LAW AND JURISDICTION OF COURT.....</u>	<u>78</u>
<u>40.LIMITATION OF LIABILITY</u>	<u>78</u>
<u>41.AMENDMENT(S) IN THE CONTRACT / SERVICE LEVEL AGREEMENT...</u>	<u>79</u>

42.SEVERABILITY	79
43.NON-DISCLOSURE.....	80
ANNEXURE – I	81
ANNEXURE-II	83
ANNEXURE – III	84
ANNEXURE-IV	85
ANNEXURE-V	87
ANNEXURE –VI.....	90
ANNEXURE –VII.....	91
ANNEXURE - VIII	93
ANNEXURE – IX.....	94
ANNEXURE –XI.....	96
ANNEXURE – XII.....	97
ANNEXURE-XIII	98
ANNEXURE –XIV	99
ANNEXURE – XV	100
ANNEXURE- XVI.....	101
ANNEXURE- XVII.....	107
ANNEXURE – XVIII	113
ANNEXURE – XIX	117
ANNEXURE – XX	120

PROPOSED HARDWARE / SOFTWARE SHALL BE DELIVERED AT BANK'S CENTERS AS MENTIONED IN PURCHASE ORDER. 120

<u>ANNEXURE – XXI</u>	<u>128</u>
<u>ANNEXURE –XXII</u>	<u>129</u>
<u>Annexure –XXIII</u>	<u>130</u>
<u>Annexure –XXIV</u>	<u>134</u>
<u>ANNEXURE-XXV</u>	<u>138</u>
<u>ANNEXURE-XXVI</u>	<u>139</u>
<u>ANNEXURE-XXVII</u>	<u>141</u>
<u>ANNEXURE-XXVIII</u>	<u>142</u>



BID CONTROL SHEET

Tender Reference	RFP Ref No: DIT/BPR&BTD/OA/260/2021-22 Date : 07/05/2021
Cost of Tender documents	Rs. 10,000/- (Rupees Ten Thousand Only)
Date of issue of RFP	07/05/2021
Date of commencement of sale of tender document	07/05/2021
Last date for submitting queries for the Pre-bid Meeting	17/05/2021 upto 4:00 PM
Pre-Bid meeting	19/05/2021 at 11.30 A.M. (Meeting would be done through on line mode)
Last Date and Time for receipts of tender bids	04/06/2021 at 04:00 PM
Opening of technical bids	04/06/2021 at 04:30 PM { participant bidders is to ensure possession of Digital Signature Certificate (for Signing and Encryption)}
Opening of Price Bid	Will be informed subsequently to technically qualified bidders.
Address of Communication	Chief Manager, Head Office-2 Department of Information Technology 7th Floor, 3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064 Ph.- 033 4455 9433/9770
Bids to be submitted	e-bidding on www.tenderwizard.com
Address for support for Online RFP/Process of submission of tender documents	<p>This Tender will follow e-Tendering process [e-bids] as under which will be conducted by Bank's authorized e- Tendering Service Provider M/s Antares Systems Ltd through Website https://www.tenderwizard.com/UCOBANK</p> <p>Following activities will be conducted online through above website:</p> <ul style="list-style-type: none">a) Submission of Eligibility/Technical Bid & Commercial Bid by the Vendorb) Clarification, if any, sought by the Bankc) Opening of Eligibility/Technical Bid by the Bankd) On-line evaluation by the Bank.e) Opening of Commercial Bid by the Bank &

On-line evaluation.

Representatives of Vendors will be given training for e- Tendering by the Service Provider, M/s Antares Systems Ltd.

* Bidders who wish to participate in online tenders will have to register with the website (<https://www.tenderwizard.com/UCOBANK>) through the "Register" link provided on the home page. Bidder will create login id & password on their own in registration process.

* Following facilities shall be provided to registered bidders/ vendors by the service provider M/s Antares Systems Ltd:

a) Support to the Bidders for participating in the bids through e-tendering Website.

b) Call center support/ email/ phone/mobile etc. in all possible medium.

c) Registration with the e-tendering website.

d) User Manual / Training Kit to the Bidder.

e) Any no. of users of Vendor/ Bidder organization can take support on the e-tendering system.

f) Bidder who wish to participate in this tender need to procure Digital Signature Certificate (for Signing and Encryption) as per Information Technology Act-2000 and CVC guidelines using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact M/s Antares Systems Ltd. at below mentioned address and they will assist them in procuring the same.

Bidders who already have a valid Digital Signature Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact

Antares Systems Ltd.

Registered Office at: #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore – 560079.

Ph: - 080-49352000 / 40482000

Fax: - 080-49352034

	<p>Help Desk: Contact Person: Mr. Kushal Bose/ Mr. Tousik Ghosh Mobile no. 07686913157 / 09674758724 (On working days-0900 hours–1800 hours) e-mail: kushal.b@antaressystems.com tousik.g@antaressystems.com</p> <p>g) Bidders who wish to participate in e-Tender need to fill data in predefined forms of RFP, Technical, Price bid available in respective tender only.</p> <p>h) Bidder should upload scanned copies of reference documents in support of their eligibility of the bid and as per the instructions given in tender documents</p> <p>After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid</p>
Email address	<p>hodit.proc@ucobank.co.in kushal.b@antaressystems.com tousik.g@antaressystems.com</p>
<p>Note: Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at 04:30 PM. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.</p>	

PART-1

1. INTRODUCTION

UCO BANK, a body Corporate, established under The Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata- 700001, India, hereinafter called "The Bank", is one of the leading public sector Banks in India having 3000+ Domestic branches, two overseas branches and 2300+ ATMs (including Biometric enabled ATMs) spread all over the country. All the branches of the Bank are CBS enabled through Finacle as a Core Banking Solution. Currently Bank's existing ATMs are running through ITM Euronet Switch. Bank is having tie up with Visa & NPCI and distributes VISA and RuPay enabled debit cards to the customers. Currently Bank is a member of National Financial Switch (NFS) and in future may enter into similar tie-ups with other payment system companies. Bank has also installed some self-service kiosks for cash deposit and passbook printing.

2. OVERVIEW OR OBJECTIVE

Currently, in UCO Bank, 85 Avaya XT-5000 HD VC endpoints are in use for conducting Video Conference sessions with Head Office and various field functionaries like Zonal Offices/ Branches etc. Bank is having service contract for the existing endpoint devices till year 2024. Bank intends to replace the existing MCU with new state-of-the-art High Definition Video Conference (HDVC) infrastructure to ensure availability of a robust and reliable communication channel to connect desired stakeholders, as and when required for effective decision making. The required HDVC infrastructure should be deployed in high availability mode and it should be centrally managed. Bank also intends to avail Facility Management Services (FMS) i.e. onsite support resources at Kolkata for effectively running the complete Video Conference facility.

Moreover, Bank intends to purchase few video conference supported devices such as IP Phone (with video display), Smart VC desktops, Smart VC Boards etc. which should be easily integrated with proposed central VC solution (MCU).

3. ELIGIBILITY CRITERIA

Only those Bidders who fulfil the following criteria are eligible to respond to the RFP. Offers received from the bidders who do not fulfil all or any of the following eligibility criteria are liable to be rejected.

Sl. No.	Eligibility Criteria	(Proof of documents required / must be submitted)
----------------	-----------------------------	--

1	<p>Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on RFP issuance date.</p> <p>Companies registered as MSME Entrepreneur & still categorized as MSME as on bid submission date.</p> <p>Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt of India.</p>	<ol style="list-style-type: none"> 1. Certificate of Incorporation issued by Registrar of Companies 2. Copies of Memorandum of Association 3. Copies of Articles of Association 4. Shareholding pattern 5. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid. <p>Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.</p> <p>An Undertaking to be submitted in this regard.</p>
2	<p>Bidder should have minimum annual turnover of Rs. 50 Crores per year, during the last three financial years (i.e. 2017-18, 2018-19 & 2019-20).</p>	<p>Copy of audited balance sheet of the financial years i.e. 2017-18, 2018-19 & 2019-20 should be submitted.</p>
3	<p>The Bidder should have net profit (Profit After Tax) in any two of the last three financial years. (i.e. 2017-18, 2018-19 & 2019-20)</p>	<p>Certificate from Chartered Accountant stating Turnover and Profit/Loss for last three financial years i.e. 2017-18, 2018-19 & 2019-20 should be submitted.</p>
4	<p>Bidder should be either Original Equipment Manufacturer (OEM) of Hardware or their authorized representative in India whose product they are proposing.</p>	<p>An authorization letter from OEM (MAF) to this effect should be furnished as per Annexure-C. This letter should specify that in case authorized representative is not able to perform obligations as per contract during contract period, the Original Equipment Manufacturer would provide the same.</p>
5	<p>Bidder should have supplied, installed, commissioned and maintained centralized Video Conference infrastructure in two or more Scheduled Commercial Bank/ Financial Institutions/ Govt.</p>	<p>Copy of purchase order and reference letters/ Certificates to be enclosed containing contact details of the signing authority of the masked purchase order / authorization letter.</p>

	organization during the last three financial year. These organizations must have at least 50 or more endpoints.	
6	The offered product of OEM should be installed and running in at least one Scheduled Commercial Bank/ Financial Institutions/ Govt. organization for at least one year as on bid submission date.	Copy of purchase order along with Satisfactory Client Certificate is to be submitted.
7	OEM should have presence of technical support in India.	Undertaking from OEM is required declaring the locations of support in India. Relevant document (lease agreement, electricity bill etc.) from OEM to be submitted
8	OEM should have registered office in India	Relevant document (lease agreement, electricity bill etc.) from OEM to be submitted
9	The bidder / OEM should have service center with engineers having experience in VC maintenance for providing support at Kolkata.	Self – Undertaking for authorized service centre at Kolkata.
10	The OEM shall commit to provide product support for active components for a period of 5 years from the date of Acceptance.	Self undertaking to be submitted by the OEM
11	Bidder should not have been debarred / black-listed by any Bank or RBI or any other regulatory authority or Financial Institutions in India as on date of RFP submission.	Undertaking is to be Submitted as per Annexure-VII.
12	The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will	Undertaking is to be Submitted in company's letter head to be submitted.

	get adversely affected / may get affected.	
--	--	--

Note: - In this tender process either authorized representative / distributor / dealer in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product.

The service provider must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the already submitted documents. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the service provider.

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. UCO BANK reserves the right to verify /evaluate the claims made by the bidder independently. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

Part –II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS

1. INVITATION FOR BIDS

This Request for Proposal (RFP) is to invite proposals **online** from eligible bidders desirous of taking up the project for RFP for Supply, Installation and Maintenance of New Video Conference Solution (e-tendering) as per specifications of the Bank Perspective. Tenderers fulfilling the specified requirements may submit their Bids through Bank's authorized e- Tendering Service Provider M/s Antares Systems Ltd through Website <https://www.tenderwizard.com/UCOBANK>. 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.

The selected bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not to be acceptable to UCO Bank.

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

2. DUE DILIGENCE

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which UCO Bank shall not be held responsible.

3. TENDER DOCUMENT & FEE

A complete set of tender document can be obtained from the below mentioned address during office hours on all working days on submission of a written application along with a non-refundable fee of **Rs. 10,000.00/- (Rupees Ten Thousand Only)** in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata.

The tender document may also be downloaded from the Bank's official website www.ucobank.com & <https://www.tenderwizard.com/UCOBANK>. The bidder downloading the tender document from the website is required to submit a non-refundable fee of **Rs. 10,000.00/- (Rupees Ten Thousand Only)** in the form of Demand Draft in favour of UCO BANK, payable at Kolkata, or NEFT at the time of

submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

In case of bidders being an MSME under registration of any scheme of Ministry of MSME, they are exempted from the submission of the Tender Cost / Fee. A valid certificate in this regard issued by the Ministry of MSME has to be submitted.

Bank details for Tender Fee	Address for Obtaining printed copy of RFP
Account Number-18700210000755 Account Name- M/s H O DIT Branch- DD Block, Salt Lake branch IFSC- UCBA0001870 MICR-700028138	UCO Bank Head office, Department of Information Technology 3&4 DD Block, 7 th floor, Salt lake City, Sector-1, Kolkata – 700064 Phone- 033- 4455 9775/9770

4. BID SECURITY DECLARATION

A Bidder is required to submit along with its Bid a Bid Securing Declaration. The Bidder has to sign a Bid Securing Declaration accepting that the Bidder will be suspended for participation in the tendering process of the Bank in future, if

- a) the Bidder withdraws its Bid during the period of validity i.e. 180 days from the Bid due date; or
- b) the Bidder is awarded the Contract and fails to sign the Contract; or
- c) the Bidder fails to submit an unconditional and irrevocable performance security before the deadline defined in the request for bid documents; or
- d) 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; or
- e) the Bidder fails to submit the requisite documents as per the tender specification; or
- f) The Bidder violates any of the provisions of the terms and conditions of this tender specification.

The Bid Securing Declaration shall be submitted as per the format at **Annexure-IV**.

5. REJECTION OF THE BID

The Bid is liable to be rejected if:

- 5.1 The document doesn't bear signature of authorized person on each page signed and duly stamp.
- 5.2 It is received through E-mail.
- 5.3 It is received after expiry of the due date and time stipulated, or such extended time as stipulated by the Bank, for bid submission.
- 5.4 Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ deviation of terms & conditions or scope of work/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- 5.5 Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.
- 5.6 Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- 5.7 The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP).
- 5.8 Non-submission of Pre Contract Integrity Pact as per format given in Annexure – XVI.

6. PRE-BID MEETING



The queries for the Pre-bid Meeting should reach us in writing or by email on or before the date mentioned in the Bid Control Sheet by e-mail to hodit.proc@ucobank.co.in. It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted on Bank's web site. No individual correspondence will be accepted in this regard.

Only authorized representatives, not more than two, of the bidder will be allowed to attend the Pre-bid meeting.

7. MODIFICATION AND WITHDRAWAL OF BIDS

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, the bidder will be suspended for a period of 2 years for participation in the tendering process of the Bank in future.

8. INFORMATION PROVIDED

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the

information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

9. CLARIFICATION OF OFFER

To assist in the scrutiny, evaluation and comparison of offers/bids, UCO Bank may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of UCO Bank in this regard shall be final, conclusive and binding on the bidder.

10. LATE BIDS

Any bid received by the Bank after the deadline (Date and Time mentioned in Bid Details table / Pre Bid / subsequent addenda/corrigenda) for submission of bids will be rejected and / or returned unopened to the bidder.

11. ISSUE OF CORRIGENDUM

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

12. FOR RESPONDENT ONLY

The RFP document is intended solely for the information to the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.

13. DISCLAIMER

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

14. MSME

As per recommendations of GOI, Bank has decided to waive off tender cost for NSIC registered MSME entrepreneurs.

- i. Exemption from submission of Tender Fee / Cost shall be given to bidders who are Micro, Small & Medium Enterprises (MSME) and registered under provisions of the Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME. Bids received without
- ii. Tender cost from bidders not having valid NSIC registered documents for exemption will not be considered.
- iii. To qualify for Tender Fee / Cost exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining registration will not be considered for Tender Fee / Cost exemption. (Traders are excluded who are engaged in trading activity without value addition / branding / packing. In such a case they will have to submit Tender Cost).
- iv. MSME bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Bank, they will be suspended for a period of three years from being eligible to submit bids for contracts with the Bank.
- v. However, Performance Bank Guarantee has to be submitted by the bidder under any circumstance.

15. COSTS BORNE BY RESPONDENTS

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.

16. NO LEGAL RELATIONSHIP

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

17. CANCELLATION OF TENDER PROCESS

- a. UCO Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidder.
- b. The vendor shall indemnify UCO Bank and keep indemnified against any loss or damage that UCO Bank may sustain on account of any violation of patents, trademark etc. by the vendor in respect of the products supplied / services offered.

18. CORRUPT AND FRAUDULENT PRACTICES

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution

AND

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

19. NON-TRANSFERRABLE OFFER

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

20. ADDRESS OF COMMUNICATION

Offers / bid should be addressed to the address given in bid control sheet.

21. PERIOD OF BID VALIDITY

Bids shall remain valid for **180 (One Hundred and Eighty)** days after the date of bid opening prescribed by UCO BANK. UCO BANK holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

22. NO COMMITMENT TO ACCEPT LOWEST OR ANY BID

UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. UCO Bank reserves the right to make any changes in the terms and conditions of purchase. UCO Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.

23. ERRORS AND OMISSIONS

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

24. ACCEPTANCE OF TERMS

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

25. RFP RESPONSE

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

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP

process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

26. NOTIFICATION

Bank will notify the Respondents in writing as soon as possible about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

27. ERASURES OR ALTERATIONS

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid.

28. CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT

Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till the date mentioned in the bid control sheet. Further, at least 7 days' time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website.

29. LANGUAGE OF BIDS

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.

30. AUTHORIZED SIGNATORY

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by person who is duly authorized by the Board of Directors / Competent Authority of the bidder or having Power of Attorney.

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the Bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board certified by Company Secretary along with Power of Attorney duly stamped, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond.

31. SUBMISSION OF OFFER- TWO BID SYSTEM

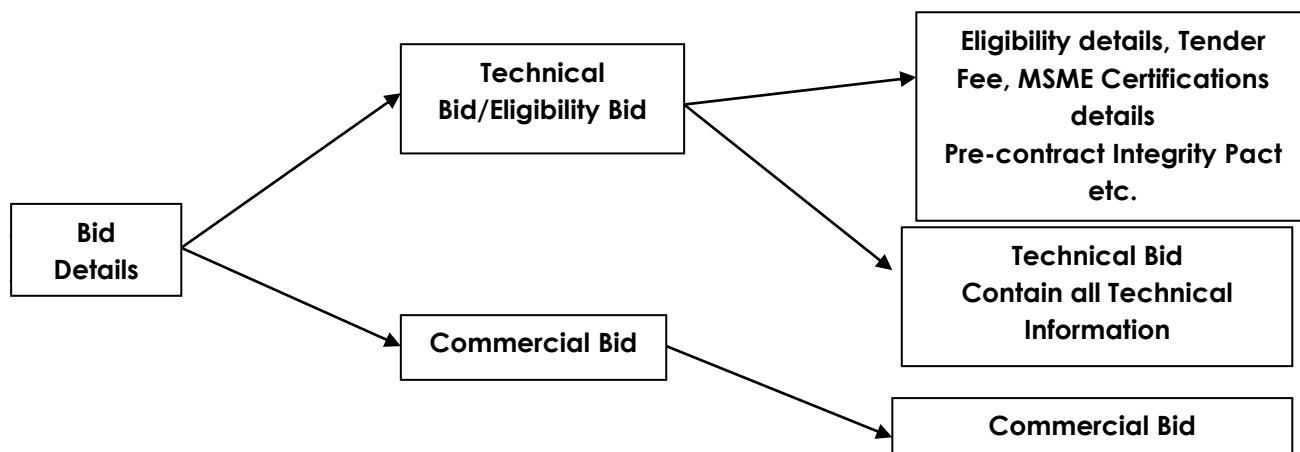
UCO Bank will follow Two Bid System i.e. Separate Eligibility Bid – containing Eligibility Information, Tender Fee details, certificate from Ministry of MSME (wherever required) and Pre Contract Integrity Pact (as per Annexure - XVI), Technical Bid – containing Technical Information **and** Commercial Bid – containing Price Information. Bidder need to upload documents online using valid Class III/II digital signature of authorized officer. Technical bid of only those bidders will be evaluated who will be fulfilling the eligibility criteria as mentioned in RFP. The documents supporting the eligibility criteria will form part of the technical bid.

Eligibility evaluation would be completed first followed by Technical & Functional evaluation. Thereafter, Price Information (Commercial Bid) of the eligible & technically qualified bidders will be opened and Lowest Bidder (L1) will be selected based on the Total Amount quoted in the commercial bid.

The Eligibility and Technical Offers should be complete in all respects and contain all information asked for, in the exact format of eligibility and technical specifications given in the RFP, except prices along with the details of Tender Fee, and the Pre Contract Integrity Pact on a non-judicial stamp paper of requisite value (as per Annexure – XVI). Tender Offer forwarding letter prescribed in Annexure – I should be submitted with the Eligibility / Technical Offer. The Eligibility and Technical offers must not contain any price information. UCO BANK, at its sole discretion, may not evaluate Eligibility or Technical Offer in case of non-submission or partial submission of eligibility or technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder. The Technical bid should have documentary proof in support of Eligibility Criteria and Annexures.

The entire RFP, Pre-bid responses along with all the Addenda and Corrigenda should be signed digitally by the authorized signatory of the participating bidder using a valid Class II/III Digital Signature Certificate and to be submitted online to the Bank with all other documents as part of the Eligibility bid.

The documents in the order mentioned in the below diagram



The Commercial Offer (Hard Copy) should contain all relevant price information as per **Annexure – XXIV**.

All pages and documents in individual bids should be numbered as page no. – (Current Page No.) of page no – (Total Page No.) and should contain tender reference no. and Bank's Name.

Note:

- a. The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with Eligibility Bid.
- b. One Separate envelope containing Tender Fee, Bid Security Declaration and Pre-Contract Integrity Pact should invariably be placed in Eligibility Bid envelope.
- c. If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
- d. Bidders to submit a **masked commercial Bid** i.e. by hiding price commercial bid as per Annexure – XXIII with technical bid envelope to be submitted.
- e. If any inner cover / envelop of a bid is found to contain Eligibility/ Technical & Commercial Bids together then that bid will be rejected summarily.
- f. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- g. Canvassing of any kind or Bid submitted with false information will be a disqualification.
- h. The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.

- i. Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.
- j. Further, subsequent to the orders being placed, the Bidder shall pass on to Bank all fiscal benefits arising out of reductions in Government levies /taxes.
- k. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.
- l. Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The bidder shall not quote for the products, whose End of sale/ End of Support/End of License has been declared by the OEM.
- m. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- n. Bids once submitted shall not be returned to the Bidder in future.
- o. The selected bidder must adhere to the terms of this RFP document.

35. OTHER TERMS AND CONDITIONS

- a. **Cost of preparation and submission of bid document:** The bidder shall bear all costs for the preparation and submission of the bid. UCO Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- b. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.
- c. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.
- d. **Response of the Bid:** The Bidder should comply all the terms and conditions of RFP.

- e. The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.
- f. UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. UCO Bank has the right to re-issue tender/bid. UCO Bank reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. UCO Bank will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations once their offer/bid is rejected. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder.

36. ADOPTION OF INTEGRITY PACT

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- i. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- ii. Principal to treat all bidders with equity and reason
- iii. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally
- iv. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- v. 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.
- vi. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- vii. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as **Annexure – XVI** for strict compliance.

The following Independent External Monitors (IEMs) have been appointed by UCO Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

a) Shri S R Raman

1A-121, Kalpataru Gardens
Near East-West Flyover
Kandivali East, Mumbai - 400101
E-mail:- raman1952@gmail.com

b) Ms Vijayalakshmi R Iyer

Flat No. – 1402, Barberry Towers,
Nahar Amrit Shakti,
Chandivali, Powai, Mumbai – 400072
E-mail:- vriyer1955@gmail.com

All pages of Integrity Pact (IP) must be signed and stamped Integrity Pact (IP) should be deposited with IT Department undertaken procurement at the address mentioned along with RFP document.

37. PREFERENCE TO MAKE IN INDIA:

The policy of the Govt. of India to encourage “Make in India” and promote manufacturing and production of goods and services in India, “Public Procurement (Preference to Make in India), Order 2017 and the revised order issued vide GOI, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal trade, vide Order No. P-45021/2/2017-PP (BEII) dated 04.06.2020 will be applicable for this tender.

Purchase Preference: In procurement of all goods, services or works in respect of which Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only “Class-I Local Supplier”, as defined under the order, shall be eligible to bid irrespective of purchase value.

In procurements of goods or works which are divisible in nature, the "Class-I Local Supplier" shall get purchase preference over "Class-II Local Supplier" as well as "Non-Local Supplier", as per following procedure:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- If L1 bid is not a 'Class-I local supplier', 50% of the order quantity in toto shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price for remaining quantity and so on , and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers then such balance quantity may also be ordered on the L1 bidder.

In procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get Purchase Preference over 'Class-II Local Supplier' as well as 'Non Local Supplier' as per following procedure:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class – I Local Supplier ', the contract will be awarded to L1.
- If L1 is not 'Class –I Local Supplier, the lowest bidder among the 'Class-I Local Supplier ', will be invited to match the L1 price subject to Class –I local suppliers quoted price falling with in the margin of purchase preference and the contract shall be awarded to such 'Class -I Local Supplier' subject to matching the L1 price.
- In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier ' with the next higher bid within the margin of Purchase Preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case of none of the 'Class-I Local Supplier' within the margin of Purchase Preference matches the L1 price, the contract may be awarded to the L1 bidder.
- "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

34.1 For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order):

- “Local content” means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- “**Class-I Local supplier**” means a supplier or service provider whose product or service offered for procurement has local content equal to or more than 50%.
- “**Class-II local supplier**” means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
- “**Non-Local Supplier**” means a supplier or service provider , whose goods , services or works offered for procurement , has local content less than or equal to 20%.
- “**Margin of purchase preference**” means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

34.2 VERIFICATION OF LOCAL CONTENT:



UCO BANK

- a. The ‘Class-I local supplier’/‘Class-II Local Supplier’ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self –certification that the item offered meets the local content requirement for ‘Class –I Local Supplier’/‘Class –II Local Supplier’, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In case of procurement for a value in excess of Rs 10 Crores , the ‘Class-I Local Supplier/ ‘Class-II Local Supplier ‘ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

The local supplier at the time of submission of bid shall be required to provide a certificate as per **Annexure-XXXIII** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content

The Bank shall follow all the guidelines/notifications for public procurement.

38. RESTRICTION ON PROCUREMENT DUE TO NATIONAL SECURITY

Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). A copy of the valid Certificate to be attached with the Bid. Certificate as per the Annexure to be attached along with the Bid. Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

Reference is made to Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of defence in India, or matters directly or indirectly, related thereto, including national security.

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

iv. The beneficial owner for the purpose of (iii) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 1. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 3. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 4. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v.** An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Part –III: BID OPENING AND EVALUATION CRITERIA

1. STAGES OF EVALUATION

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

The stages are:

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

The Eligibility Criteria would be evaluated first for the participating bidders. The bidders, who qualify all Eligibility Criteria as mentioned in **PART-I clause 3**, will be shortlisted for the Technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening.

The Bank will open the eligibility and technical bids, in presence of bidders' representative(s) who choose to attend, at the time and date mentioned in Bid document on the date and venue mentioned in control sheet. The bidder's representatives who will be present shall sign the register evidencing their presence / attendance.

The bidder with the lowest commercial quote will be declared L1.

2. EVALUATION METHODOLOGY

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution (Total Cost of Ownership) over contract period that appropriately meets the requirements of the Bank.

2.1 ELIGIBILITY EVALUATION

The Bank will evaluate the technical response to the RFP of bidder who are found eligible as per the eligibility criteria mentioned in the RFP.

2.2 TECHNICAL & FUNCTIONAL EVALUATION

- a. The proposals will be evaluated in three stages. In the first stage, i.e. Eligibility Evaluation as mentioned in Annexure – XIX. In the second stage, Technical Evaluation as mentioned in Scope of Work & Annexures – XX, the bidders will be shortlisted, based on their responses. In the third stage, the commercial bids of the eligible & technically qualified bidders would be opened and evaluated.

- b.** The Bank will evaluate the technical responses of the bidders who are found eligible as per the eligibility criteria mentioned in the RFP.
- c.** During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter / e-mail seeking clarification / explanation.

Technical bid evaluation methodology that UCO Bank would adopt is given below:

- The requirements are given in Scope of Work & Annexures – XX.
- UCO Bank may, at its discretion, waive off any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and UCO Bank reserves the right for such waivers.
- The bidders should provide their response ('Y' or 'N') to the questionnaire in the column "Compliance" in Annexures – XX.
- The Responses should be as per the table below.

Response	Description
Y	Yes, Available
N	No, Not Available

- If any bidder provides response other than 'Y' or 'N' the same will be treated as Not Available i.e. 'N'.
- Bidder should comply with all the requirements given in Scope of Work & Annexures – XX. Non-compliance to any of the requirement in Scope of Work & Annexures – XX may attract rejection of the proposal.

2.3 Commercial Evaluation

The commercial bids of only technically qualified bidders will be opened and evaluated by the Bank and the evaluation will take into account the following factors:

- a.** The Bill of Material must be attached in Technical Bid as well as Commercial Bid. The format will be identical for both Technical Bid and Commercial Bid, except that the Technical bid should not contain any price information (with Prices masked). Technical bid without masked Bill of Materials will be liable for rejection. Any deviations from the Bill of Material / non-submission of prices as per the format shall make the bid liable for rejection.
- b.** The L1 bidder will be selected on the basis of the amount quoted for the proposed solution quoted by them as per commercial bid. However, in case of any discrepancy in calculation, unit cost for components & services shall prevail and TCO will be calculated accordingly.

- c. The TCO (Total Cost of Ownership) identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work.
- d. In case there is a variation between figure and words, the value mentioned in words will be considered.
- e. In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

3. NORMALIZATION OF BIDS:

The Bank has discretion to go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible to ensure that eligible bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the eligible bidders to re-submit the technical and commercial bids once again for scrutiny.

The resubmissions can be requested by the Bank in the following two manners:

- Incremental bid submission in part of the requested clarification by the Bank.
- Revised submissions of the entire bid in the whole.

The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The eligible bidder/s have to agree that they have no reservation or objection to the normalization process and all the technically short listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The shortlisted bidder/s, by submitting the response to this RFP, agrees to the process and conditions of the normalization process.

PART – IV

SCOPE OF WORK

1. Successful bidder shall supply, Install, commission and maintain **High Definition Video Conferencing (HDVC) Infrastructure** (required hardware, software & licenses) at the Central location (Kolkata) as per the specification given in the annexure **XX** to schedule, conduct and manage Video Conferences centrally for the existing VC endpoints, web based clients, UC Clients (Mobile and Desktop based) over Bank's Network as well as over the internet in a secure way. The Central Unit Appliances/ Hardware proposed by the successful bidder should be rack mountable. The selected bidder will supply only new hardware items.
2. Selected Bidder to facilitate maintenance, support and provide on-site facility management.
3. Selected bidder to ensure that provided Central VC Units (MCUs) should always be covered under warranty/AMC/ATS and all applicable licenses are renewed during the currency of the contract.
4. The scope of work should be read along with the technical specifications to ensure complete compliance to the scope of work.
5. Successful bidder shall deploy **Resident Engineer/s onsite** for comprehensive monitoring, maintenance and support for the proposed VC Solution (Central Unit – MCU) along with existing VC endpoints installed at various locations.
6. The solution should provide Audio and Video Conferencing along with collaborative capabilities such as document, presentation, video and audio sharing from the room based HDVC systems.
7. Proposed VC solution should support audio based conferencing also. Audio conference can be joined using IP phone and mobile.
8. The solution should allow desktop clients and mobile clients to join a VC and view and share documents in a secure way within the Bank's network or over the Internet.
9. The Proposed solution should support minimum 96 (48*2) HD ports on minimum 720p resolution. The number of concurrent conferences should be dependent

on number of ports, considering the conference having minimum 1+2 participants (minimum 5 concurrent sessions).

10. The solution should have facility of recording and streaming the 5 concurrent video conferences and should have capacity of recording 1000 hours of HD video conference.
11. The successful bidder need to install all the associated equipment needed to complete the job as per the technical specification described in this tender.
12. Soft clients for desktop/laptop should be available for Windows and MAC OS flavors.
13. Mobile based applications should be available for all Android, Windows and iOS mobile operating systems.
14. The solution should have the functionality to connect mobile users to a video conference.
15. Deployment of clients on laptop/desktop for users to enable integration with the entire solution along with a detailed user manual for setup and use should be provided. यूकी बैंक UCO BANK
16. The solution should facilitate ad-hoc conferencing and scheduling of conferences for multiple users across different groups.
17. The scheduling of the VC should be either through the calendar scheduling from email or through browser.
18. Bank has about 85 number of Avaya XT5000 devices (Endpoints) which should be compatible / integrable with the proposed central unit. The selected successful bidder has to integrate these endpoints with the central unit. Integration of end points should be with full functionalities. Bidder will ensure interoperability with voice and video calling between the existing end points and the new proposed video conferencing (MCU) setup. If bidder fails to integrate proposed central unit with the existing Avaya endpoints devices then bidder has to either replace central unit with compatible device having equivalent or higher specification OR needs to change Avaya endpoints without any additional cost to the Bank.
19. Central Units / components should be in HA (high availability) mode (should be hardware based).

20. VC system should be capable to dial out the participant to take them into a call in a hassle free manner.
21. The solution should support Point to Point (P2P) and Multipoint calls on HD resolution (720p and 1080p) and should support 4K display.
22. Successful bidder will monitor the whole system centrally for proper functioning of the systems.
23. If the problem is related to network configuration, the successful bidder should co-ordinate with the Network System Integrator of the Bank to resolve the same. Further if the problem could not be resolved by the resident engineer, the successful bidder should arrange senior resource from their end or from OEM **onsite** to resolve the issue.
24. Successful bidder should own the responsibility of maintaining the entire System Uptime as per the defined SLA.
25. Successful bidder is expected to offer solutions covering all the functionality as mentioned in this RFP document. Incomplete responses are liable for rejection .
26. **Multiple levels of authority:** It is mandatory that the proposed solution must provide multiple levels of access for users, managers, administrators etc., depending on their roles.
27. Back to Back OEM support should be available for the maintenance, support, replacement, upgradation, patches fixes, vulnerabilities assessment based on periodic bulletins issued by the OEM. The OEM Help desk must be available 24x7 for components of core HDVC solution in the IST (Indian time zone) and should be accessible by the Bank via Web, Phone and email. If needed the OEM engineer has to visit the Bank site to resolve the issue.
28. Installation of the components of the VC solution should be neat and clean and cabling should be done in structured manner.
29. Successful bidder has to supply and install the necessary licenses, software and operating systems to meet the intent/specifications of the RFP. The cost of such licenses should be included in VC system cost as mentioned in Bill of Material (BOM). Bank will not pay any additional cost/charges for the same.
30. Proposed solution's hardware and software should be upgradable to meet the future requirement without any degradation in the quality of video conferences.

31. The successful bidder shall not quote for the products, whose End of sale, End of Support, End of Life has been declared by the OEM. The Successful bidder has to ensure that any equipment supplied as part of this RFP should not reach either end of support or end of life for at least **5 years** postdate of acceptance of such equipment by the Bank. In the event if any equipment supplied by the successful bidder, reaches either end of support or end of life as stipulated in this clause, within the period of 5 years, the successful bidder has to immediately replace/upgrade the equipment at no additional cost to the Bank.
32. **Successful bidder** should be ready to give 3 years product support for active components from the OEM and maintain the "Total Solution" for 3 years both from the date of Acceptance. If, Successful bidder is unable to provide support for the said period then the Successful bidders shall upgrade the component/ sub-component with an alternative that is acceptable to the Bank at no additional cost to and without causing any performance degradation and/or project delays accordingly a written undertaking to be submitted.
33. The **OEM** shall commit to provide product support for active components for a period of 5 years from the date of Acceptance. If, the OEM is unable to provide support for the above period, the OEM should upgrade the component/ sub-component with an alternative that is acceptable to the Bank at no additional cost to and without causing any performance degradation and/or project delays.
34. Only licensed copies of software should be supplied and ported on the system. All the software supplied should be of latest version and later upgradation should be done to the latest version. There should not be any additional cost to Bank for installation and upgradation of software in any component of HD Video conferencing solution.
35. Complete VC solution should support end to end IPv4 and IPv6 compliance from day one.
36. End to end VC solution should be provided by the successful bidder as per commercial quoted in the bid document.
37. The successful bidder shall co-ordinate and co-operate with the other partners appointed by the Bank so that the work shall proceed smoothly without any delay and to the satisfaction of Bank.

38. The successful bidder has to provide their & OEM's **complete escalation matrix** along with which should be updated and sent to Bank as and when there is a change.
39. The successful bidder/OEM should not outsource the contract to sub-contractor. An undertaking to this effect should be submitted by the successful bidder.
40. The Central Appliances/ Hardware proposed by the successful bidder should have dual/ redundant power supply for each server/ components at DC.
41. During the contract Bank may procure desktop based VC hardware, Smart VC boards, IP phones with display (capable of connecting with new VC solution). These devices should have the capabilities of integration with the proposed centralized VC solution (MCU).

DESIGN & ARCHITECTURE

1. Bank expects the successful bidder to submit a detailed plan for designing and implementation of the project which should include the full scope of the project. On acceptance of such plan by the Bank, the successful bidder is required to carry out the implementation including supply, installation, commissioning, testing of equipment, maintenance etc.
2. The successful bidder has to prepare test-plan, implementation plan, integration plans and rollback strategies.
3. The successful bidder shall prepare the designs, architecture and implement the solution in line with best practices in the industry, regulatory guidelines as modified from time to time or any other law of the land which may be applicable.
4. Bank shall not allow to open any non-standard/vulnerable ports on the firewall for implementation of the solution.
5. The successful bidder shall prepare HLD and LLD in consultation OEM and Bank for rollout. The design should be Successful bidder and OEM certified.
6. Successful bidder needs to prepare a detailed execution plan. The complete documented plan must be submitted to Bank with supported designs and drawings (if any) within 2 weeks of issuance of purchase order. The actual execution will start only after approval of plan.

7. The plan shall include deployment schedule, installation of the equipment shall be done as a planned activity on a date & time of approved deployment schedule.
8. Design and document a Project implementation plan with significant milestones marked on it.

INSPECTION & ACCEPTANCE PROCEDURE

1. Physical Inspection and preliminary testing of the solution shall be done at Bank, in the presence of representatives of the bidder and will comprise of the following :
 - All equipment/appliances required for the managed VC solution have to be newly procured for this project. No re-used equipment/appliances shall be accepted.
 - Physical verification of equipment as per the supply contract.
 - Physical inspection of the equipment for any physical damage.
 - "Power on self-test" to ascertain that no product/s is dead on arrival.
 - Physical verification of Licenses, Software media, technical documentation as per purchase order.
 - Registering the Hardware & Software License with OEM for validation and desired technical support.
2. The Goods supplied by the Successful bidder should meet the technical specifications envisaged in this tender document.
3. Acceptance tests should explicitly demonstrate the various aspects mentioned in the technical specifications and the scope of work.
4. The solution will be considered to have been commissioned when all services as described in this tender document are able to run smoothly over the network. Mere installation of appliances/equipment with out-of-the box features will not be considered as commissioning of the proposed solution.

COMPLIANCE WITH IS SECURITY POLICY

1. The proposed VC solution should provide adequate security in terms of authentication for joining the video conference.
2. Successful bidder shall ensure that during various phases of implementation, the performance, security, etc. is not compromised.

3. The successful bidder shall have to comply with Bank's IT Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Successful bidder. Some of the key areas are as under:
- ✓ Responsibilities for data and application privacy and confidentiality.
 - ✓ Responsibilities on system and software access control and administration.
 - ✓ Custodial responsibilities for data, software, hardware and other assets of Bank being managed by or assigned to the Successful bidder.
 - ✓ Physical Security of the facilities.
 - ✓ Incident response and reporting procedures
 - ✓ Password Policy.
 - ✓ Access management Policy.
 - ✓ Acceptable usage Policy (Authentication and Identity Management, Authorization and access control).
 - ✓ Data Encryption / Protection requirements of Bank.
 - ✓ Cyber Security Policy
 - ✓ Auditing.
 - ✓ In general, confidentiality, integrity and availability, non-repudiation, authenticity, privacy of data/information must be ensured.
 - ✓ Responsibilities in carrying out background verify.

DELIVERY, INSTALLATION AND COMMISSIONING:

1. Successful bidder shall provide such packing of the Products as is required to prevent its damage or deterioration during transit thereof to the location given by the Bank.
2. Delivery, installation and commissioning of the Products shall be made by successful bidder in accordance with the system approved / ordered and within the time schedule given in the Scope of work of this document.
3. The delivery will be deemed complete when the Products/ components/ associated software/firmware are received in good working condition at the designated locations, mentioned in this RFP.
4. The installation will be deemed to be completed, when the Product including all the hardware, accessories/components, firmware/system software, and other associated software have been supplied, installed and operationalised as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Bank. Successful Bidder has to resolve any problem faced during installation and operationalisation.

5. In addition, successful bidder will supply all associated documentation relating to the Products/hardware, system software/firmware, etc. The Product(s) are considered accepted (commissioned and operationalised) after signing the acceptance test plan document jointly by the representative of the Bank and the engineer from successful bidder.
6. For the system & other software/firmware required with the hardware ordered for, the following will apply:-
 - ✓ Successful bidder shall supply standard software/firmware package published by third parties in or out of India in their original publisher-packed status only, and have procured the same either directly from the publishers or from the publisher's sole authorized representatives only.
 - ✓ Successful bidder shall provide complete and legal documentation of all sub systems, licensed operating systems, licensed system software/firmware, licensed utility software and other licensed software. Successful bidder shall also provide licensed software for all software/firmware whether developed by them or acquired from others.
 - ✓ In case Successful bidder is providing software/firmware which is not its proprietary software then Successful bidder should have valid agreements with the software/firmware successful bidder for providing such software/firmware to the Bank, which includes support from the software/firmware successful bidder for the proposed software for the entire period required by the Bank.

DEPLOYMENT, MANAGEMENT, REPORTING VC SOLUTION COMPONENTS

1. Successful bidder needs to study existing deployment of LAN & WAN network environment of Bank and provide for deployment of the proposed solution. In case successful bidder wants any details to provide the solution architecture, successful bidder should send the questionnaire as part of pre bid queries.
2. The successful bidder shall do the Installation of all components (both active and passive) to commission and sustain the VC solution as per the technical specifications. Any cabling and its maintenance required for the purpose shall be done by the successful bidder.
3. Successful bidder has to do end-to-end delivery, installation, commissioning, redeployment and configuration of the solution and implementation and customization etc. as per best practices and Bank's requirements. The successful bidder will ensure seamless integration of its equipment for functioning of existing as well as future Video Conferencing solutions with no/minimum possible downtime.

4. The successful bidder has to ensure seamless audio and video quality, camera, microphone, speaker settings etc. as per Bank's requirement.
5. The successful bidder will be responsible for the end to end management and maintenance of the deployed solution, which includes the links, the network components (both active and passive), the video conferencing equipment's /appliance and any other component deployed for the solution.
6. The successful bidder will repair / replace the equipment/appliance in case of any problem arises out of it and during the currency of the contract period will repair / replace as per warranty conditions. If the equipment is not under warranty, a functional standby has to be provided as per the SLA conditions and replacement should be done with similar and higher specification without any additional cost to the Bank. Any functional standby has to be of an equivalent or higher configuration failing which penalties as per SLA would be applicable.
7. The successful bidder will own the responsibility of maintaining the System Uptime as per the defined SLAs.
8. In case of breakdown of any component of the VC Solution the successful bidder has to rectify the same as per time frame laid out in the SLA, failing which penalty would be applicable.
9. If, the breakdown is due to any of the exclusions mentioned in the SLA, the successful bidder has to provide a functional standby of equivalent or higher configuration, failing which penalties as stipulated in the SLA would be applicable.
10. Successful bidder shall ensure that the quality of methodologies for delivering the Products/Services, adhere to quality standards/timelines stipulated thereof.
11. Successful bidder shall be willing to transfer skills to relevant personnel of the Bank, by means of training and documentation.
12. Successful bidder shall provide and implement patches/ upgrades/ updates for Products (software/ firmware/ OS) as and when released by Successful bidder/ OEM free of cost. Successful bidder should bring to notice of the Bank all releases/ version changes.
13. Successful bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Successful bidder has to

support older versions of the OS/firmware/middleware etc. in case the Bank chooses not to upgrade to latest version.

14. Successful bidder shall provide maintenance support for the Product including embedded software/ OS/ middleware etc. over the entire period of Contract.
15. All product updates, upgrades & patches shall be provided by Successful bidder free of cost during the contract period.
16. Successful bidder should inform Bank about all release /version change of patches/ upgrades/updates of Hardware/software/OS/Middleware etc. as and when released and will implement the same in all End-Points supplied under the contract within 1 month of such release.
17. Successful bidder shall provide legally valid firmware/software. The detailed information on license count and type of license should also be provided to the Bank.
18. Successful bidder shall keep the Bank explicitly informed the end of support dates on related Products including embedded software/ OS/ middleware etc. should ensure support during the contract period.
19. The successful bidder has to provide a complete procedural workflow for scheduling of calls and ad-hoc calls.
20. The successful bidder has to provide out-of-the-box reports and customized reports templates based on the needs of Bank. These reports shall include, but are not limited to, providing information regarding billing, service availability, usage metrics of video conferencing meetings etc.

TRAINING

1. Successful bidder shall train specified Bank employees for operational Management of the system. Training shall be provided at no additional cost to Bank through OEM approved Authorized agencies/faculties/partner.
2. Pre-Implementation: Provide training to the Bank personnel/ Onsite support team on the product architecture, functionality and the design for each solution under the scope of this RFP.
3. Successful bidder shall prepare the Documentation and do the knowledge transfer after each patch/version update.

4. All out of pocket expenses related to training shall be borne by the successful bidder.

ONSITE SERVICE SUPPORT - FACILITY MANAGEMENT

The FM Services contract period will be for entire 3 years from the date of successful commissioning of the proposed solution. FM services shall be continued on extension of contract by Bank. The selected successful bidder will have to post a FM who will sit onsite at Kolkata, NOC. FM will be required to be posted for the entire implementation period and for support thereafter during the contract period. The FM should have the following minimum profile:

- a) Minimum 5 years of IT experience
 - b) 2 years' experience in deployment of managed VC services.
1. Successful bidder will provide adequate on-site resident engineer/s (at Kolkata DC) to take care of the overall HDVC system during the period of 9:00 AM to 6:00 PM.
 2. If required resident engineer(s) must provide the support during holidays and Sundays.
 3. The Bank is already using Avaya XT-5000 HD VC Endpoints at various locations. The on-site engineer shall lodge complaint call and follow-up with the present Warranty / AMC vendor for fast resolution and smooth functioning of overall VC Setup of the Bank. Any irresponsible and laxity in this regard will be penalized accordingly.
 4. Provide onsite break-fix support for all the Hardware and Software ordered for the HDVC solution for complete contract period from the date of signoff of completion from the Bank.
 5. Successful bidder should give assurance letter that they will depute engineers meeting qualification criteria and fully trained, regarding solution proposed by them, personnel before deploying the engineers on our site.
 6. The Successful bidder should inform the Bank in writing preferably in advance about the change of engineer under unavoidable circumstances.
 - 7.
 8. Knowledge Transfer Period should be minimum 15 days before relieving the existing engineer and admitting the new engineer.

9. The successful bidder should conduct proper security and background checks of the resident engineer before deploying on the site.
10. The Successful bidder will provide insurance cover to its Workmen/ Resident engineers in the Bank. The Workmen / RE or their legal heirs shall not claim any insurance benefit from the Bank in case workmen/ engineers suffer any loss or damage to their life or person or property while working in the Bank premises.
11. Tenure of the Resident Engineers (RE) will start from the date of signing of acceptance document.
12. Proportionate penalty based on the accepted and contracted rate for RE, will be imposed for an unauthorized absence of RE.
13. The Payment towards RE will be made at quarterly intervals after successful completion of services, on the expiry of each quarter of the year after deducting penalties, if any. The bill should be submitted at the end of each quarter along with satisfactory report from the concerned users/ official.
14. Successful bidder has to deploy certified and experienced resident engineer to support, manage, monitor and maintain entire proposed HDVC infrastructure of the Bank on 24X7 basis. The resident engineers should be skilled and technically efficient for configuration and troubleshooting entire video conferencing solution. The deputed resources should manage and maintain total HDVC infrastructure including functional level support & troubleshooting of issues. Selected successful bidder is expected to deploy academically good, technically sound and competent personnel to ensure smooth operations at Bank site. The deputed personnel will be employed by the selected successful bidder on their payrolls/contracts without having any employment right with the Bank. Moreover deployed personnel will not have any right whatsoever to lodge claim of any nature directly or indirectly with the Bank and it would be responsibility of selected successful bidder to address such issues without involving the Bank.
15. Resident Engineers will also be responsible to provide the support to all the offices where HDVC is installed for HDVC Solution.
16. The RE have to maintain the utmost secrecy & confidentiality of the Bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the Bank that data has been compromised/disclosed/misused/misappropriated then Bank would take suitable action as deemed fit and selected successful bidder would be required to compensate the Bank to the fullest extent of loss incurred by the Bank. Successful bidder is expected to adhere Bank's request for removal of

any personnel, if Bank notice any negligence/gross misconduct/violation of trade secret/disclosure of Bank's data to third party and any decision of the Bank in this regard would be final and binding upon the selected successful bidder.

17. The Resident Engineers has to perform following duties (but not limited to) pertaining to video conference solution:

- a) Scheduling, managing and monitoring conference/P2P calls as and when required by Bank.
- b) Ensuring smooth functioning of conference/P2P calls at all times.
- c) Performing central and remote monitoring/support, diagnose, troubleshooting and performance management for entire videoconferencing solution (including, desktop based, mobile based, browser based VC at all locations of Bank.
- d) Recording of Video Conference/P2P calls whenever required by Bank.
- e) Following up / coordination for service calls, complaints logged by Bank for issues/faults pertaining to VC with successful bidder/ at any of the ordered location OEM as per annexure L.
- f) Regular testing and installation of bug fixes, software/ OS upgradation of all video conference equipments at all the locations.
- g) Maintenance of inventory of HDVC equipments, records of scheduled video conferencing/calls, network diagram of VC infrastructure, numbering of schema etc.
- h) Engineers will monitor the quality of video conferences/Point to Point calls and shall be responsible for coordinating with OEM/Bank's Network team/ IT Team to get the necessary support to resolve the issue.
- i) Collection of preventive maintenance reports / monthly uptime reports for HD video conferencing solution.
- j) In case engineers go on leave /absence, suitable replacement of manpower has to be arranged by successful bidder to ensure that regular functioning of video conferencing does not hamper. If replacement resource is not provided in absence of resident engineers, Bank will levy penalty as per SLA.
- k) Bank reserves the right to continue/renew the resident engineers based on their performance. In case of non-satisfactory services, Bank reserves the right to terminate his/her services by giving 30 days' notice period to successful bidder.
- l) Successful bidder should submit the Know Your Employee (KYE) documents of the engineers employed for management of proposed VC solution.
- m) Knowledge transfer related to VC operations to be provided to Bank officials.
- n) Resource Non-Performance: Bank will provide in writing Non-Performance of the resource and can ask for replacement within 15 day notice Period.

The successful bidder will make efforts to resolve resource non-performance and if required replace the resource within the notice period.

- o) Resource Absenteeism: The successful bidder shall provide alternate, competitive resource in case of resource is not available, due to planned or unplanned leaves. The successful bidder will make efforts to meet the Uptime. A serious action will be taken in case standby arrangement is not done.

Project Manager:

One project manager should be assigned by the selected bidder as a part of support who will be responsible for followings:

- a) Act as a Single Point of Contact (SPOC) for the entire project.
- b) Responsibility for the entire execution & management of the project after receipt of purchase order and overall monitoring of project.
- c) Coordination for Delivery/Installation of New hardware in stipulated time frame.
- d) Call flow management, Quality Service Delivery.
- e) Overall monitoring and management of managed VC solution and related services.
- f) SLA management and reporting.
- g) Submission of periodical Reviews and reports required by Bank.
- h) Crisis management and Emergency response procedures.
- i) Preparation and submission of detailed Project documentation to Bank (Purchase Order wise) and progress of initiatives taken by Bank.

The Successful bidder shall submit to Bank, the name and contact details, including address, telephone number, mobile number, email address of the nominated Project Manager. It is mandatory for the concerned Project Manager to have structured meeting with Network team at Corporate Office once a week, during the implementation period from the date of receipt of the first Purchase Order by the successful bidder. Weekly meetings should be held till the project is entirely rolled out.

PROJECT TIMELINE

Once the Purchase Order is released, following timelines shall be enforceable.

Sr. No.	Particulars	Timeline
1	Delivery of Central Units (MCU) & other hardware	4 weeks from LOI/PO/Signing of SLA whichever is earlier
1	Commissioning of Central Units (MCU)	6 weeks from LOI/PO/Signing of SLA whichever is earlier

2	Commissioning of Other hardwares viz. smart Desktop/display, smart Boards/display etc.	6 weeks from Purchase Order
3	Commissioning of Video IP Phones	6 weeks from Purchase Order
4	Deployment of Resident Engineer/s	After delivery of devices and during implementation

If the above time-schedule is not adhered to, the penalty as per SLA shall be applicable. However, equipments/appliances/components not delivered/installed as per stipulated time frame, will be dealt with as follows:-

- a. Bank may cancel the purchase order placed which will be conveyed to the successful bidder in writing.
- b. The penalty clause as mentioned in SLA will be applicable.
- c. Deductions of penalty will be made from any amount payable to the successful bidder by Bank.
- d. Any other amounts that may become recoverable from the successful bidder will be recovered from any available Bank Guarantee(s)/Performance Bank Guarantees under this bid.
- e. Recovery of further amounts over and above the available Bank Guarantee(s) etc.
- f. Bank may terminate the contract.



Part-V

1. ORDER DETAILS

The purchase order will be placed by Bank Head Office, DIT in the name of selected bidder as per requirement. The payment will be made by Head Office, DIT and the Performance Bank Guarantee for order will be required to be submitted in the same office.

2. DELIVERY AND INSTALLATION

The Bank reserves the right to shift the ordered items to any location where Bank has presence or its Technical Partners, anywhere in India, during the contract period.

The selected bidder must undertake to GO LIVE **within 6 weeks** from the date of acceptance of the purchase order.

3. CONTRACT PERIOD

The selected bidder need to execute a Service Level Agreement (SLA) with UCO Bank covering all terms and conditions of this RFP. SLA will cover performance and availability of the solution deployed. The contract period will be for a period of **Five years** from the date of Agreement. The performance of the selected bidder shall be reviewed every quarter. Any offer falling short of the contract validity period is liable for rejection.

The draft format of SLAs will be provided after the Letter of Intent (LOI) with the successful bidder.

4. WARRANTY AND SUPPORT

The Selected Bidder must provide 3 (Three) year on-site comprehensive warranty for all hardware and peripheral items to be supplied under this RFP covering all parts and Labour from the date of acceptance of the systems by UCO Bank at the respective locations i.e. on-site comprehensive warranty and two year AMC (4thYear AMC & 5thYear AMC).

- I) The Successful bidder warrants that the Products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features.
- II) The Successful bidder further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the successful bidder that may develop under normal use of the supplied Products in the conditions prevailing in India.

- III) In case of any breach of this condition, the equipment will be treated as not delivered and the penalty will be levied.
- IV) During the contract period, the vendor will have to undertake comprehensive maintenance of the entire hardware, hardware components, system software and accessories supplied by the vendor. OS patch application as required by Bank from time to time will be the responsibility of the vendor during the contract.
- V) The bidder shall be fully responsible for the manufacturer's warranty for all equipment, accessories, spare parts etc. against any defect arising from design, material, manufacturing workmanship, or any act or omission of the manufacturer / bidder or any defect that may develop under normal use of supplied equipment during the contract period.
- VI) Warranty for Hardware Components: Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary has to be ensured by the selected bidder from date of commissioning.
- VII) The warranty would be on-site and comprehensive in nature and back-to-back support from the OEM with 24x7 technical support for the components. The successful bidder will provide support for Operating Systems and other preinstalled software components during the contract period.
- VIII) The successful bidder shall repair or replace worn out components during contract period.
- IX) During the contract period, the successful bidder will have to undertake comprehensive maintenance of the entire hardware, hardware components, systems software and accessories.
- X) For smart devices (Desktop, Boards etc.) and IP Phones, selected bidder should provide 3 year comprehensive warranty. If during the contract period these procured devices got failed, then successful bidder should provide Standby arrangement with same or higher compatible specification within 2 working days and successful bidder should rectify/replace faulty devices within 30 days from the complaint log.
- XI) If during the contract period MCU got failed, then successful bidder should provide Standby arrangement with same or higher compatible specification within four hours and successful bidder should rectify/replace faulty devices within 30 days from the event.
- XII) The successful bidder shall guarantee the availability of spares/Software for a period of at least Five years in respect of all the equipment supplied by them, from date of acceptance.
- XIII) Any license, if required, need to be provided by the Successful bidder. The successful bidder is solely responsible for any legal obligation related to licenses during contract period.

- XIV) During the contract period, the Successful bidder should maintain the acceptance criteria and shall be responsible for all costs relating to service, maintenance (preventive and corrective), technical support and transport charges from and to the sites in connection with the maintenance of the solution or any components/parts there under, which under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified. The Successful bidder should inform the Bank about the end of life of the product proposed.
- XV) The Successful bidder shall be fully responsible for the manufacturer's warranty for all equipment, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship, or any act or omission of the manufacturer / Successful bidder or any defect that may develop under normal use of supplied equipment during the contract period.
- XVI) If, during the contract period, any system as a whole or any subsystem has any failure on five or more occasions in a period of 3 months, it shall be replaced by equivalent new equipment by the Successful bidder at no cost to Bank.
- XVII) Successful bidder shall ensure that Product is made operational to the full satisfaction of the Bank within the given timelines. Successful bidder shall provide preventive maintenance schedules as per periodicity defined in RFP.

1. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified. Diagnostics for identification of systems failures

- ✓ Protection of data/ Configuration
- ✓ Recovery/ restart facility
- ✓ Backup of system software/ Configuration

2. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.

Successful bidder support staff should be well trained to effectively handle queries raised by the employee(s) or authorized user(s) of the Bank.

5. PAYMENT TERMS

Bank will make the payment subject to signing of the contract as follows:

- The contract period will be for a period of Five years. Bank may extend the contract for the period of two years, if desires.
- No advance payment will be made on award of the contract.

- All payments will be made to the Successful bidder in Indian Rupees only.
- **For HDVC infrastructure/Hardware:** 60% of the value of new central units (MCUs)/devices/solutions along with Taxes, will be paid after delivery. 30% of the value of same along with Taxes, will be paid on completion of successful installation & operational, the balance 10% of order value will be paid after 3 months successful running or on submission of equivalent PBG valid for 6 months.
- The above Payment will be made on submission of proof of delivery and the acceptance certificate duly signed by Bank's authorized official & satisfactory service report from the Bank where the systems have been installed after realizing penalty charges for late delivery & installation, if any.
- AMC of VC infrastructure/hardwares for 4th & 5th year will be made quarterly in arrears.
- Payment towards **Facility Management** will be made quarterly in arrears after issuing of necessary invoice and submission of monthly reports including SLA and after deduction of penalties, if any.
- **For Hardware's other than HDVC infrastructure :** 60% of the value of new devices/solutions along with Taxes, will be paid after delivery. 30% of the value of same along with Taxes, will be paid on completion of successful installation & operational, the balance 10% of order value will be paid after 3 months successful running or on submission of equivalent PBG valid for 6 months.
- The above Payment will be made on submission of proof of delivery and the acceptance certificate duly signed by Bank's authorized official & satisfactory service report from the Bank where the systems have been installed after realizing penalty charges for late delivery & installation, if any.
- **ATS for the software/license** will be paid in advance annually. In case of termination of services, the payment will be made on pro rata basis for the duration for which the services were provided.
- Any failure to perform the services as stipulated in the contract shall attract penalty charges as mentioned in the document same shall be deducted against payment due. In case of any penalties that are levied by the Bank, the Vendor would have to furnish corresponding credit notes in favour of the Bank.
- In case of revision in price for deficiency of service, or non-compliance of conditions, the Vendor shall issue a credit note for such reduced value.
- The cost & consequences, if any, would be borne entirely by the Vendor for the maintenance of the Hardware & Software.
- For GST input credit vendor to submit the credit note against the penalty amount levied by Bank If any. Bank will claim input credit against actual

amount of payment made based on the original invoice and the credit note.

- Taxes will be paid as per actual at the time of billing after submitting the required documents.

6. SERVICE LEVEL AGREEMENT & PENALTIES

Bank expects that the Bidder shall be bound by the Service Levels described in this document.

The Bidder shall have to enter into "Service Levels Agreement" with Bank covering all terms and conditions of this tender while providing the service support and onsite support. Once go live of application, the services should be available on 365X24x7 basis and hence any technical problem should be resolved as per the response Time Matrix given below.

SL no	Severity	Severity Description Support for Software solution	Response Time	Resolution Time
1	Severity 1	If the call is pertaining to central unit and there is complete disruption of services resulting in non-functioning of operations	Within 30 Min of call reported.	Within 1 Hrs. of call reported
2	Severity 2	The issue is severe in nature but services are available with restricted operations and some manageable workarounds.	Within 30 Min of call reported	Within 2 Hrs. of call reported.
3	Severity 3	Minor loss of service and the impact of the issue could be minor in nature which may require some workaround to bring the normal functioning.	Within 30 Min of call reported	Within 3 Hrs. of call reported.

Bidder is expected to response and resolve issue within prescribed time frame based on the severity description decided by Bank mentioned above and needs to strictly adhere to Server Level Agreement (SLA).

The Bank would expect the bidder to commit to the service level assurances. The Bidder shall commit to maintain uptime of 99.98% and above per month.

The SLA will be reviewed on a monthly basis. Penalties will be applicable due to downtime of software application or unavailability of VC solution.

The bidder shall guarantee 99.98% uptime. The Bidder shall be liable for penalties for uptime maintained below 99.98% in a month. Penalties for downtime of the application will be as per below mentioned table:

Level of Uptime Per Quarter	Penalty Charges
99.98% and above	No Penalty
99.00% and above but below 99.98 %	1 % of total cost of quarterly payout
98.00% and above but below 99.00 %	2 % of total cost of quarterly pay-out
97% and above but below 98.00 %	5 % of total cost of quarterly pay-out
below 97%	10% of total cost of quarterly payout

If the number of downtime instances during a month exceeds 3 times, an additional 0.50% downtime will be reduced from uptime and the penalty will be calculated accordingly.

- For purpose of calculating penalty, uptime is calculated as under

Uptime(%)	$\frac{\text{Sum of total hours during month} - \text{Sum of downtime hours during month}}{\text{Sum of total hours during the month}} \times 100$
-----------	--

Penalties, if any shall be calculated for every quarter and recovered from the Quarterly payment made by the Bank. Hence the bidder should raise the invoice deducting the penalty amount.

In the event of the equipment not being repaired or a workable solution not provided during contract period, a penalty, in addition to the above, per day or part thereof for the delay, will be charged at the rate mentioned below, subject to maximum amount of ten (10) per cent of the total consideration. The successful bidder may provide temporary equivalent replacement as a workable solution to avoid the above penalty.

- For End-Point dependency : Rs.250/- per day
 - For Central Unit dependency : Rs. 2500/- per day
- In case of absentee of FMS engineer a standby arrangement should be made with prior notice. If no standby is availed, a penalty of Rs. 500/- on per resource per day basis will be charged.
 - Notwithstanding anything contained above, no such penalty will be chargeable on the Successful bidder under the above clauses for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.

- c) The Successful bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- d) If any act or failure by the Successful bidder under the agreement results in failure or inoperability of resources and if the Bank has to take corrective actions to ensure functionality of the same, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- e) Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the resources provided by the Successful bidder.
- f) The Bank shall implement all penalty clauses after giving due notice to the Successful bidder.

7. PAYING AUTHORITY

The payments as per the Payment Schedule covered hereinabove shall be paid by the Head Office of UCO Bank. However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/installation/re-installation, live running and service report from the concerned branches/ offices duly signed by the engineer and Bank official where the purchased equipments have been delivered. Also the bidder has to submit the certificate of insurance covering all the risks during transit, storage, installation, commissioning, testing and handling including third party liabilities.

Note: In case of States having Road Permit /entry tax, the successful Bidder will have to liaison with local tax authorities at each of the locations to obtain the necessary permissions from the respective authorities. Obtaining the necessary permission will be the responsibility of the Bidder. The Bank will not arrange for any Road Permit / Sales Tax clearance for delivery of High Definition Video Conference solution & other equipments to different locations. UCO Bank will not provide any C Form or Way Bill etc. Clearance of the equipment from Tax Authorities would be the responsibility of the bidder. Delay in delivery due to these will be considered under liquidity damage.

8. PERFORMANCE BANK GUARANTEE

The vendor, within 15 days from the date of LOI (letter of Intent) will have to furnish a Performance Bank Guarantee, format as per Annexure-V of the RFP, issued by any scheduled commercial Bank equivalent to **3%** of the total cost of the Project (TCO)/Order value valid for **(63 months) 5 years with 3 months claim period** from the date of purchase order.

The Performance Bank Guarantee shall act as a security deposit and either in case the selected bidder is unable to start the project within the stipulated time

or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the selected bidder is not able to fulfil any and all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD (Liquidity Damage) on Delivery and installation.

In case the contract is getting extended, the selected bidder shall submit the Bank Guarantee of 3% of the project cost of that period of time with a validity of the extension period with 3 months claim period.

The selected bidder shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the account of non-completion of the project and warranty period.

Post submission of Bank guarantee, Successful bidder need to sign the contract (SLA) and submit the same to Bank along with Deed of Indemnity, Nondisclosure agreement duly stamped, after which Bank shall issue Purchase order

9. PRICE VALIDITY

The selected bidder shall keep the price valid for a period of **five years** from the date of agreement. There shall be no increase in price for any reason whatsoever during the period. Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – XXIV during the contract period.

10. SINGLE POINT OF CONTACT

The selected bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP. The selected Bidder shall provide support services which include installation of servers by providing onsite support on next business day, response and resolution at Kolkata during contract period after the acceptance of the hardware and software. In case of any failure of Hard Disk or any other components during the warranty period then the Bidder shall replace such components immediately.

11. RIGHT TO ALTER QUANTITIES

The Bank reserves the right to alter the number of VC Solutions specified in the tender in the event of changes in plans of the Bank. Any decision of BANK in this regard shall be final, conclusive and binding on the vendor. The Bank reserves the right to place order for **± 25% Devices (other than MCU)** at cost discovered

through RFP during the contract period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the VC Solution as mentioned above. Bank reserves the right to alter the quantities at any time without prior notice to the selected vendor(s).

12. PRELIMINARY SCRUTINY

UCO Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether all the necessary information supported by documentary evidences are submitted as per prescribed method. Offers not meeting the prescribed guidelines and or with incorrect information or not supported by documentary evidence, wherever called for, would summarily be rejected. However, UCO Bank, at its sole discretion, may waive any minor non-conformity or any minor irregularity in an offer. UCO Bank reserves the right for such waivers and this shall be binding on all vendors.

13. AWARD OF CONTRACT

Bank will award the contract to the **L1 bidder** and will notify the name of the selected Bidder by means of Letter of Intent (LOI). Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan. The selected Bidder shall submit the acceptance of the order within seven days from the date of receipt of the Letter of Intent (LOI). Post acceptance of LOI, successful bidder has to execute Deed of Indemnity, Non-Disclosure Agreement & submit Performance Bank Guarantee as per the annexure enclosed in the RFP. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the Bidder. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

14. TAXES

- a.** Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be

entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.

- b. The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.
- c. Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.
- d. Bidder shall co-operate fully in the defence of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the selected bidder.
- e. The payments which is/are **inclusive of GST and other taxes, fees etc.** as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, UCO Bank, Head Office – Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

15. CONFIDENTIALITY AND SECRECY

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

The bidder/selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.
- The selected service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the UCO Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the UCO Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the UCO Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The UCO Bank.
- The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the UCO Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
- **Conflict of interest:** The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

The successful Bidder is required to execute a Non-Disclosure Agreement to the Bank as per Bank's format before or at the time of execution of the Service Level Agreement

16. COMPLIANCE WITH LAWS

The selected Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff /personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Further the selected Bidder shall undertake to observe, adhere to, abide by, comply with all applicable Statutes/Legislations pertaining all the its officers/ staff/personnel/representatives/agents deployed by them for the scope of work (stipulated in the Request for Proposal/Quotation) but not limited to the Minimum Wages Act, Employees Provident Fund Act, Labour Laws, ESIC Facility Standard & Rules/Regulations/Guidelines issued by the Government/ Reserve Bank of India or any other Authority, as applicable.

The selected Bidder shall undertake to promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term/tenure of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within a reasonable time to the selected Bidder.

This indemnification is only a remedy for the Bank. The selected Bidder shall not be absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to the damages awarded by the Court and shall exclude any indirect, consequential and incidental damages. However the indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities and/or any third party.

17. BLACKLISTING

GROUND FOR DISQUALIFICATION & BLACKLISTING

(A) Notwithstanding anything contained in this document, any Bidder/selected Vendor shall be disqualified when –

- a) any Bidder who have been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority as on date of the publication of this Tender/Procurement;
- b) any bidder whose Contract/Agreement with any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority has been terminated before the expiry of the Contract/Agreement for breach of any terms and conditions at any point of time during the last five years;
- c) any Bidder whose Earnest Money Deposit and/or Security Deposit have been forfeited by any Bank / Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory/Statutory Authority, during the last five years, for breach of any terms and conditions.

(B) Further disqualification can be imposed by the Bank in accordance with the procedures established, which may include but not limited to the following grounds, either at the stage of Competitive Bidding or at the stage of implementation of the Contract:

Commission of any act of:

- i) submission of a bid, proposal or any other document that is known or should be known by the Bidder to be false, misleading or non- meritorious or to contain false information or concealment of information which will influence the outcome of the eligibility screening/selection process;
- ii) any documented unsolicited attempt by the Bidder to unduly influence the decision making process of the Bank while determining the eligibility screening/selection process in favour of the Bidder;
- iii) unauthorized use of one's name or using the name of another for purpose of bidding;
- iv) breach of the terms of a public contract by a wilful or material failure to perform in accordance with the terms thereof;
- v) withdrawal of a bid, or refusal to accept an award, or enter into contract with any Bank/Financial Institution/Central Government/State Government/ any

Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory Authority without any justifiable cause, after the Bidder had been adjudged as having submitted the lowest calculated Responsive Bid or highest rated Responsive Bid;

- vi)** refusal or failure to furnish the required performance security within the prescribed time frame;
- vii)** refusal to clarify or validate the Bid submitted, in writing, within a period of seven (7) calendar days from receipt of the request for clarification if sought by the Bank;
- viii)** that may tend to defeat the purpose of the competitive bidding, such as but not limited to; an eligible Bidder not purchasing the bid documents or not complying with the requirements during the evaluation of bid or habitually withdrawing from bidding or submitting letter of non-participation for at least three (3) times within a year, except for valid reasons;
- ix)** lack of integrity or honesty or fraud, bribery, collusion or conspiracy;
- x)** failure by the Bidder/Vendor, due to solely his fault or negligence, to mobilize and commence the work or perform within the specified time period, as specified in the Tender Document, including but not limited to the Request for Proposal/ Request for Quotation/ Agreement/Letter of Intention/Purchase Order etc.,;
- xi)** failure by the Bidder/Vendor to fully and faithfully comply with its contractual obligations without valid cause, or failure to comply with any written lawful instruction of the Bank or its representative(s) pursuant to the implementation of the Contract, which may include but not limited to the following:
 - a. Employment of competent technical personal, competent engineers and/or work supervisors;
 - b. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
 - c. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
 - d. Deployment of committed equipment, facilities, support staff and manpower; and
 - e. Renewal of effectively date of the performance security after its expiry during the tenure of the Contract.

- xii)** assignment and subcontracting the Contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Bank;
- xiii)** for the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract;
- xiv)** for the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence. The poor performance of the Consultant can include and may not be limited to defective design resulting in substantial corrective works in design and/or construction, failure to deliver critical outputs due to consultant's fault or negligence, specifying materials which are inappropriate, substandard, or way above acceptable standards, allowing defective workmanship or works by the contractor being supervised by the consultant etc.,
- xv)** for the procurement of infrastructure projects, poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as per the existing performance monitoring system of the Bank shall be applied, quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence, willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.
- (C)** Any parameters described, *supra*, attributable to any Partner/Director shall be construed as disqualification for the Firm/Company, as the case may be.
- (D)** The Bank will have the discretion to disqualify the Bidder/Vendor and/or initiate the process for blacklisting the Bidder/Vendor and may also entail forfeiture of performance security furnished by the Bidder/Vendor. “

18. FORCE MAJEURE

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

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics.
- Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes.

- Terrorist attacks, public unrest in work area.

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and / or defined above

19. COMPLETENESS OF THE PROJECT

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

20. ACCEPTANCE TESTING

- a) The Bank will carry out the acceptance tests for testing hardware and peripherals, software, and other equipment supplied by the selected bidder as a part of the Supply, Installation and Maintenance of centrally managed High Definition Video Conference solution. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products and the vendor would need to provision insurance of those items till successful acceptance. The Bank at its discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests at the relevant sites in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.
- b) In case of any discrepancy in the hardware / software supplied, the Bank reserve the right to terminate the entire agreement in case the Vendor does not rectify or replace the supplied hardware/software and the Vendor shall take back Vendor equipment at Vendor's costs and risks. The Bank have the right to reject the 'Vendor Supplied Equipment' and to seek free replacement or repair of the equipment or defective components thereof till the completion of acceptance test and obtaining final acceptance certificate from the Bank.

21. ORDER CANCELLATION

The Bank reserves its right to cancel the Order/ Service Level Agreement by giving a written notice of ninety (90) days which will be inclusive of a cure period of thirty (30) days before cancellation of the Order/Service Level Agreement, in event of

one or more of the following situations, that have not occurred due to reasons solely and directly attributable to the Bank alone:

- i. The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.
- ii. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- iii. The bidder goes into liquidation voluntarily or otherwise.
- iv. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.
- v. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.
- vi. Non-compliance of the scope of the job.
- vii. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the Bank.
- viii. On the events of data piracy / privacy / system failures / security failures.
- ix. If deductions on account of liquidated damages exceed more than 10% of the total order price.

In case of cancellation of the Order/Service Level Agreement due to the above stated situations, the following consequences will entail:

- I) In case the selected bidder fails to deliver the ordered hardware, software, services as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverable from alternate sources at the risk, cost and responsibility of the selected bidder with the capping of 125% of the original quoted cost for such deliverable as per commercial bid.
- II) If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 30 days' notice for the same. In this event the bidder is bound to make good with the capping of 125% of the original quoted cost for such deliverable as per commercial bid, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.

- III) UCO Bank reserves the right to recover any dues payable by the bidder under the contract from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.
- IV) In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the Vendor for implementation of project, would necessarily have to be returned to the Bank, if bidder fail to return such payment within 30 days, then vendor have to be returned amount to the Bank with interest @ 15% per annum , further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
- V) Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries exceeds 10% of the TCO.
- VI) In case of order cancellation Bank will notify selected bidder with 90 days' notice period inclusive of 30 days cure period before cancellation of the Order. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days time the notice for cancellation will became absolute.

22. INDEMNITY

Selected bidder 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

- a) an act or omission of the service provider and /or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or
- b) material breach of any of the terms of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the service provider under this RFP; and/or,
- c) Bank's authorized/ bona-fide use of the deliverables and/or the services provided by the service provider under this RFP; and/or
- d) 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, solely attributable, 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 defence 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 applicable Laws / Governmental Requirements, IP infringement ;
- Negligence or gross misconduct attributable to the Vendor, its employees, and agents
- Breach of any terms of RFP, Representation or Warranty
- Act or omission in performance of service.

Further,

- i. Vendor's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.
- ii. Vendor's liability in case of claims against the Bank resulting from Wilful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

- iii. Bank shall not be held liable for any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the RFP.
- iv. Under no circumstances Bank shall be liable to the selected Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if UCO Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.
- v. Subject to any law to the contrary, and to the maximum extent permitted by law Bank shall not be liable to vendor for any consequential/ incidental, or indirect damages arising out of this agreement.

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 indemnity would cover damages, loss or liabilities suffered by the Bank arising out of Claim made by Regulatory Authorities for reasons attributable to breach of services provided/ obligation under this document and by the Service Provider

23. PUBLICITY

Any publicity by the selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank. The Bidder shall not make or allow making a public announcement or media release about any aspect of the Contract unless The Bank first gives the Bidder its prior written consent.

24. PRIVACY & SECURITY SAFEGUARDS

The Selected bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location. The Selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The

Selected bidder shall also ensure that all subcontractors who are involved in providing such security safe guards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location.

25. TECHNOLOGICAL ADVANCEMENTS

The Selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time

26. GUARANTEES

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management of the Supply, Installation and Maintenance of centrally managed High Definition Video Conference solution, scope as defined under this document, are licensed and legal. All hardware and software must be supplied with their original and complete printed documentation.

27. EXIT OPTION AND CONTRACT RE-NEGOTIATION

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;
- Delay in offering;
- Delay in commissioning project beyond the specified period;
- Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
- Serious discrepancy in project noticed during the testing;
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- Serious discrepancy in completion of project.
- Serious discrepancy in maintenance of project.

Bank shall notify selected bidder with 90 days' notice period inclusive of 30 days cure period before cancellation of the Order. However, it is clarified that the notice

should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days time the notice for cancellation will become absolute.

In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Selected Bidder.

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.

As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favourable terms in the industry, and secondly, The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.

The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the Selected Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management. However, during transitioning period payment will be made to vendor as per payment terms.

28. TERMINATION

UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving **90 (ninety) days' prior notice in writing inclusive of 30 days cure period** and recover damages, costs and expenses etc., incurred by Bank under the following circumstances:

- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
- b) The selected bidder goes into liquidation, voluntarily or otherwise.
- c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc., applicable to the bidder under performance of the RFP.
- d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- f) Deductions on account of liquidated damages exceed more than 10% of the total work order.
- g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.
- h) 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 the contract is cancelled for any reason, whatsoever.
- i) 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 adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

29. TERMINATION FOR INSOLVENCY

The Bank may at any time terminate the Contract by giving written notice **(90 days' notice period)** to the Bidder, if the Bidder becomes Bankrupt or otherwise

insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

30. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract.

31. TERMINATION FOR CONVENIENCE

The Bank may, by written notice for a period of ninety (90) days sent to the Vendor, terminate the Contract/Service Level Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for Bank's convenience, the extent to which the performance of work under the said Contract/Service Level Agreement is terminated and the date upon which such termination shall become effective.

In case of Termination for Default Bank will provide notice period of 90 days inclusion cure period of 30 days. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days' time the notice for cancellation will become absolute.

32. CONSEQUENCES OF TERMINATION

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 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.

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 bidder 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.

Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to UCO Bank under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

33. SIGNING OF CONTRACT

The selected bidder(s) shall be required to enter into a service level agreement (SLA) with UCO Bank, within 15 days of the award of the Bid through a Letter of Empanelment or within such extended period as may be specified.

The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.

The selected bidder will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank

34. TECHNICAL INSPECTION AND PERFORMANCE EVALUATION

UCO Bank reserves its right to carry out a technical inspection and performance evaluation (bench-marking) through its designated officers/auditors of the offered item(s). Bank may instruct bidders to make technical presentation at Bank's Head Office, Kolkata for the proposed solution / service. Bidders will have to make such presentation at their own cost.

35. VERIFICATION

UCO Bank reserves the right to verify any or all statements made by the vendor in the Bid document and to inspect the vendor's facilities, if necessary, to establish to its satisfaction about the vendor's capacity to perform the job.

36. COMPLIANCE WITH APPLICABLE LAWS OF INDIA

The selected bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. (Proof of compliance and labour license needs to be submitted along with the quotation).

This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court 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 selected bidder confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to

conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

37. DISPUTE RESOLUTION MECHANISM

- a.** The Bidder and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
 - i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
 - ii. The matter will be referred for negotiation between Deputy General Manager of The Bank / Purchaser and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- b.** In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- c.** The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- d.** The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

- e. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

38. ARBITRATION

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

Work under the Contract shall be continued by the Selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due to payable by the Bank, to the Selected bidder shall be withheld on account of the on-going arbitration proceedings, if any unless it is the subject matter or one of the subject matters thereof. The venue of the arbitration shall be at KOLKATA, INDIA.

39. APPLICABLE LAW AND JURISDICTION OF COURT

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

40. LIMITATION OF LIABILITY

- i. For breach of any obligation mentioned in this document, subject to point no. iii, in no event selected bidder 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.
- ii. Service Provider 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 loss cause.
- iii. The limitations set forth in point no. 1 shall not apply with respect to:
 - a) claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership.

- b) damages occasioned by the gross negligence or willful misconduct of Service Provider.
- c) damages occasioned by Service Provider for breach of confidentiality obligations.
- d) Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project.

“Gross Negligence” means an indifference to, and/or a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.

“Willful Misconduct” means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

41. AMENDMENT(S) IN THE CONTRACT / SERVICE LEVEL AGREEMENT

There shall be no variation(s) in or modification(s) in the terms of the Contract/ Service Level Agreement save and except by a written mutual consent signed by both the Parties i.e. the Bank and Vendor. Bank shall have the discretion/liberty to give effect to any amendment, modification etc. in the Contract/Service Level Agreement, if so required by Bank, sequel to any amendment(s)/ modification(s) etc. in the applicable Laws/Statutes including but not limited to amendment(s)/ modification(s) etc. in the existing Guidelines/ Instructions issued/to be issued by any Regulatory Authority.

42. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any Applicable Law, and if the rights or obligations of the Parties under this Contract/ Service Level Agreement will not be materially and adversely affected thereby (a) such provision will be fully severable; (b) this Contract/Service Level Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never been comprised a part hereof; and (c) the remaining provisions of this Contract/ Service Level Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

43. NON-DISCLOSURE

By virtue of Contract, as and when it is entered into between the Bank and the bidder, and its implementation thereof, the bidder may have access to the confidential information and data of the Bank and its customers. The bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:-

- a. That the bidder will treat the confidential information as confidential and shall not disclose to any third party. The bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- b. That the bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- c. That if the bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- d. That the bidder will strictly maintain the secrecy of Bank's data.

(Tender offer forwarding letter)

Tender Reference No.: DIT/BPR & BTD/OA/260/2021-22 Date: 07/05/2021

To,

The General Manager (DIT, BPR & BTD)

UCO Bank, Head Office

Department of Information Technology,

5th Floor, 3 & 4 DD Block, Sector -1,

Salt Lake, Kolkata -700064

Dear Sir,

Sub: **RFP for Supply, Installation and Maintenance of New Video Conference Solution (e-tendering)**

With reference to the above RFP, having examined and understood the instructions including all Annexures, terms and conditions forming part of the Bid, we hereby enclose our offer for Supply, Installation and Maintenance of New Video Conference Solution (e-tendering), as mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by the Bank we undertake to commence Supply, Installation and Maintenance of New Video Conference Solution (e-tendering) as per the terms & conditions of your purchase orders.

In the event of our selection by the Bank for undertaking for Supply, Installation and Maintenance of New Video Conference Solution (e-tendering), we will submit a Performance Guarantee for a sum equivalent to **3% of the project cost for a period of 5 years with 3 months of claim period** effective from the month of execution of Service Level Agreement.

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.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive

We enclose the following Demand draft(s)/Bank Guarantee:

1. DD No.Datedfor Rs. 10,000/- (Rupees Ten Thousand

Only) as Cost of RFP Document

Dated this day of 2021

Signature:

(In the Capacity of)

Duly authorized to sign the tender offer for and on behalf of



General Details of the Bidder**A. Profile of Bidder**

1. Name of bidder:
2. Location
Regd. Office:
Controlling Office:
3. Constitution:
4. Date of incorporation & date of commencement of business:
5. Shareholding Pattern:
6. Major change in Management in last three years:
7. Names of Banker /s:

B. Financial Position of Bidder for the last three financial years

	2017-18	2018-19	2019-20
Net Worth			
Turnover			
Net Profit (Profit After Tax)			

N.B. Enclose copies of Audited Balance Sheets along with enclosures**C. Proposed Service details in brief**

- Description of service :
- Details of similar service provided to Banks in India specifying the number of Banks and branches
 - In PSU Banks
 - In non-PSU Banks

Details of Experience in implementation of similar orders

Sl. No.	Name of Organization	Model Purchased	No. Of VC Solution Purchased	Period during which installed (last 5 Years)	
				From	To

N.B. Enclose copies of Purchase Orders as references.**Place:****Date:****AUTHORISED SIGNATORY****Name:****Designation:**

(Letter to be submitted by the Manufacturer on firm's official letter head)
Manufacturer Authorisation Form (MAF)

To,

Deputy General Manager (DIT, BPR & BTB)
UCO Bank, Head Office,
Department of Information Technology
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064

Dear Sir,

Ref: RFP for Supply, Installation and Maintenance of New Video Conference Solution
(e-tendering)

We (Name of the Manufacturer) who are established and reputable manufacturers of having factories at,, and do hereby authorize M/s (Name and address of Bidder) who is the bidder submitting its bid pursuant to the Request for Proposal issued by UCO Bank on behalf, to submit a Bid and negotiate and conclude a contract with you for supply of equipment's manufactured by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorized the Bidder for this purpose.

We hereby extend our guarantee/ warranty and AMC as per terms and conditions of the RFP Noand the contract for the equipment and services offered for supply against this RFP No..... By the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No..... In respect of such equipments and services. We undertake to provide back-to-back support for spare and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as ATS period if the above bidder authorized by us fails to perform in terms of the RFP.

Yours Faithfully

Authorised Signatory

(Name:

Phone No:..... Fax:.....e_mail@.....

(This letter should be on the letterhead of the Manufacturer duly signed by an authorized signatory)

FORMAT OF BID SECURING DECLARATION

(The Bidder shall fill in this Format in accordance with the instructions as indicated)

RFP for Supply, Installation and Maintenance of New Video Conference Solution (e-tendering)

To,

**Deputy General Manager (DIT, BPR & BTD)
UCO Bank, Head Office,
Department of Information Technology
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Sir,

I/We,..... (Authorised Signatory of the Bidder) submitted by the undersigned on behalf of the Bidder (M/s _____) either Sole or in Joint Venture, do hereby declare and accept the following:

(A) I/We understand according to your conditions, the bid must be supported by a Bid-Securing Declaration.

(B) I/We accept that M/s _____ will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Bank for the period of time starting on **Bid Submission Date** if I/We are in breach of our obligation(s) under the Bid conditions, enumerated as under:

- 1)** if I/We withdraw the Bid during the period of validity i.e. **180 Days** from the Bid due date; or
- 2)** if I/We is/are awarded the Contract and fail to sign the Contract; or
- 3)** if I/We fail to submit an unconditional and irrevocable performance security before the deadline defined in the request for bid documents; or
- 4)** if I/We make any statement or enclose 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; or

- 5) if I/We fail to submit the requisite documents as per the tender specification;
or
- 6) if I/We violate any of the provisions of the terms and conditions of this tender specification.

(C) We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder or (ii)days after the expiration of our Bid.

Name of the Bidder*	
Name of the person duly authorized to sign the Bid on behalf of the Bidder**	
Designation of the person signing the Bid	
Signature of the person named above	
Official Seal	

Dated onthis day of(mention the month),..... (mention the year)
P.S.

(1) * In the case the Bid is submitted by an Entity (viz., Partnership Firm, LLP, Company, Joint Venture), specify the name of the Entity as the Bidder.

(2) ** The Person signing the Bid shall have the Power of Attorney given by the Bidder to execute the documents on behalf of the Bidder.

(3) In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all Members/Partners to the Joint Venture that submits the Bid.

PROFORMA FOR PERFORMANCE BANK GUARANTEE**(To be stamped in accordance with the stamp act)**

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt **M/s** _____ **(Name of the vendor Company)**, a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the vendor company) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no.dated..... issued to the Vendor and an Agreement to be made between UCO Bank and the Vendor for a period of In pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a _____ Bank _____ Guarantee _____ for Rs.....(Rupees.....Only). We,..... [indicate the name of the Bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of [VENDOR] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.
2. We [indicate the name of the Bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under

this 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.

4. We,[indicate the name of the Bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.
5. We [indicate the name of Bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.
7. We, [indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) Only.
- b. This Bank Guarantee shall be valid uptoand
- c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or

demand on or before(date of expiry of
Guarantee including claim period).

8. Dated the day of for [indicate the name of
Bank]

Yours' faithfully,

For and on behalf of

_____ Bank.

Authorised Official.

NOTE:

1. Selected vendor should ensure that the seal and CODE No. of the signatory is put by the Bankers, before submission of the Bank guarantee.
2. Bidder guarantee issued by Banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.



Undertaking by the bidder

(To be included in Technical & Commercial Bid Envelope)

To,

**Deputy General Manager (DIT, BPR & BTB)
UCO Bank, Head Office,
Department of Information Technology
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Dear Sir,

Ref: RFP for Supply, Installation and Maintenance of New Video Conference Solution (e-tendering)

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with.

We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents.

Dated this ____ day of _____ 2021

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

UNDERTAKING FOR NON-BLACKLISTING / NON-DEBARMENT OF THE BIDDER

TO BE STAMPED AS A DECLARATION & DULY ATTESTED BY A NOTARY

Sub: RFP for Supply, Installation and Maintenance of New Video Conference Solution (e-tendering)

- 1) I/We, Proprietor/Partner(s)/Director(s) of M/s..... hereby confirm that I/We have read and understood the eligibility criteria and fulfil the same.
- 2) I/We further confirm that all the information furnished by me/us, as per the requirement of the Bank, have been included in our bid.
- 3) I/We further hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- 4) *I/We further hereby declare that I/We have not been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory Authority or any other Statutory Authority as on date of the publication of this Tender/Procurement.

(OR)

I/We further hereby declare that the Proprietorship Concern/Partnership Firm/Company/..... (if any other entity) namely M/s was blacklisted/debarred by.....(Name of the Authority who blacklisted/debarred) from taking part in their Tender/Procurement for a period ofyears w.e.f.to..... The period is subsisting/over on.....and now I/We is/are entitled to take part in Tender/Procurement.

- 5) I/We declare that no proceedings/inquiries/investigations have commenced/pending against me/us by any Statutory Authority/Regulatory Agency/Investigating Agency which may result in liquidation of company/ firm/proprietorship concern and/or may act as deterrent on the continuity of business and/or may hamper in providing the said services, as envisaged in this document.

- 6) I/We further hereby declare that no legal action is pending against me/us for any cause in any legal jurisdiction.
- 7) I/We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within the stipulated time.

***STRIKE OUT WHICH IS INAPPLICABLE**

(Deviation to the above if any, the Bidder must provide details of such action(s))

Signature (1) (2)

(duly authorized to sign)

Name:.....

Capacity in which as executed:.....

Name & registered address of the Bidder:.....

Seal of the Bidder to be affixed



UNDERTAKING TO ABIDE BY ALL BY-LAWS / RULES / REGULATIONS

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

To,
The Deputy General Manager (DIT, BPR & LTD),
UCO Bank, Head Office – II,
Department of Information Technology,
5th Floor, 3 & 4 DD Block, Sector – 1
Salt Lake, Kolkata – 700064.

Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements

In consideration of UCO Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the RFP including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, By-Laws, Guidelines, Notifications etc.

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref No. DIT/BPR & LTD/OA/260/2021-22 Date: 07/05/2021 including all annexure, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the annexures of the said RFP.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

We also confirm that payment to the engaged employees shall be made in consonance with the Minimum Wages Act in vogue and their duty hours will also be as per applicable labour laws of country.

Dated this _____ day of _____, 2021.

Place:

For M/s. Seal and Signature(s) of the Authorized Signatory (s)

**Undertaking Letter on the selected bidder's letterhead for Central Minimum Wages
Act & Labour Laws**

To,
Deputy General Manager (DIT, BPR & BTD)
UCO Bank, Head Office
Department of Information Technology
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:

Further to our proposal dated in response to the RFP for Supply, Installation and Maintenance of New Video Conference Solution (e-tendering) herein referred to as RFP) issued by Bank, we hereby covenant, warranty and confirm as follows:

In this regard we confirm that the employees engaged by our Company to carry out the services in your Bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed by the selected bidder for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.

(Proof of compliance and labour license needs to be submitted along with the quotation)

Yours faithfully,

Authorised Signatory
Designation
Bidder's corporate name

Place:

Date:

Undertaking Letter on the vendor's letterhead for GST Law

To,
**The Deputy General Manager,
DIT, BPR & BTB,
Bank, Head Office,
5th Floor, 3&4, DD Block, Sector-I,
Salt Lake, Kolkata -700064.**

Dear Sir,

Sub: RFP for Supply, Installation and Maintenance of New Video Conference Solution (e-tendering)

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No DIT/BPR & BTB/OA/260/2021-22 Date: 07/05/2021 hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

We, the bidder M/s, hereby agree to comply with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Undertaking for Price Validity & Acceptance of all terms & conditions of RFP

**To
The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064.**

Dear Sir,

Sub: RFP for Supply, Installation and Maintenance of New Video Conference Solution (e-tendering)

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Work order.

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

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

UNDERTAKING FOR NO DEVIATION

To
The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064.

Dear Sir,

Sub: RFP for Supply, Installation and Maintenance of New Video Conference Solution (e-tendering)

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. DIT/BPR & BTD/OA/260/ 2021-22 Date: 07/05/2021 hereinafter referred to as "**RFP**") issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

We undertake to execute Deed of Indemnity, Non-disclosure Agreement & provide Performance Bank Guarantee as per the annexure enclosed in the RFP, in case of emergence as a successful bidder.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

COMPLIANCE CHART**Compliance chart for submitting Sub: RFP for Supply, Installation and Maintenance
of New Video Conference Solution (e-tendering)**

Sl. No.	Particulars	Compliance Status (Yes / No)	Page No. Of the bid document submitted
1.	Are Technical & Commercial bid submitted under separate sealed envelopes?		
2	Is the Technical bid made in conformity with technical bid template as per Annexure XX & XXI?		
3.	Is the Commercial bid made in conformity with Commercial template as Annexure XXVI?		
4.	Are the Technical & Commercial Bids organized properly?		
5.	Are all the pages numbered properly and signed and stamped.		
6	Is Bid Security Declaration submitted?		
7	Duly signed Annexures 1 to 34 are enclosed		
8.	Is the softcopies of the response of Technical, Functional and Commercial RFP submitted in separate?		
9.	Are document in support of all eligibility criteria submitted?		
10.	Are your solution complied with all Scope of work.		
11.	Is the Manufacturer Authorisation Form submitted?		
12.	Audited Balance Sheet and Profit & Loss Account documents for the last 3 years		
13.	Power of Attorney/Authority letter issued by the competent authority for signing the Bid document on behalf of the company.		

For.....

(Signature and seal of authorized person)

Place: Date:

Certificate from Chartered Accountant (signed & stamped) showing company's financial position in last 3 years (annual turnover, profit / loss, networth etc.)

	2017-18	2018-19	2019-20
Turnover			
Profit / Loss			
Net-worth			

Format of Pre-Bid Queries to be submitted by the Bidder(s)**To be e-mailed in .doc format**

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

SL No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/Suggestions of the Bidder

PRE CONTRACT INTEGRITY PACT**(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 Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to procure (RFP for Supply, Installation and Maintenance of New Video Conference Solution (e-tendering)) hereinafter referred to as Stores and / or Services. And M/s_____ having its registered office at_____ represented by_____

Authorised signatory, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/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 Bidder/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 supply / purchase / etc. of Supply, Installation and Maintenance of New Video Conference Solution (e-tendering) and the Bidder /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 Bidder (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) 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 Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(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 Bidder(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 Bidder /Seller shall be

held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).

5.2 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 Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

5.3 The Bidder(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 Bidder /Seller confirms and declares to the Buyer that the bidder/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/Bidder; 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 / Bidder 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/Bidder 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 /Bidder 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 /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder 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 Bidder /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 Bidder /Seller makes incorrect statement on this subject, Bidder /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 behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

8.1 If the Bidder(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 Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

- (i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
- (ii) To debar the Bidder /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 Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/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 Bidder /Seller to the extent of the undelivered Stores and / or Services.

8.2 If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /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 Bidder(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 Bidder / 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 Bidder(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 bidder / 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

BIDDER /SELLER

Signature:

Signature:

Authorized Signatory

Authorized Signatory (*)

Department of IT

Place:

Date:

Witness:

Witness:

(Name & Address)

(Name & Address)

NON-DISCLOSURE AGREEMENT

(To be stamped in accordance with the stamp act)

This Non-Disclosure Agreement is entered into on thisday of..... 2021

BETWEEN

UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001 hereinafter referred to as **"the Bank"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) **of the FIRST PART/ DISCLOSING PARTY**

AND

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

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

WHEREAS the Successful bidder/Receiving Party is inter alia engaged for **Supply, Installation and Maintenance of New Video Conference Solution (e-tendering)** as per the terms and conditions specified in the RFP Ref No. **DIT/BPR & BTD/OA/260/2021-22 Dated 07/05/2021**. The Successful bidder/Receiving Party would be the single point of contact for this project.

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

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for Supply, Installation and Maintenance of New Video Conference Solution (e-tendering)

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

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

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

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

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

3. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the “**Receiving Party**”) shall, for contract period of Five (5) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use (except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

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

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

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

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

- (a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;
- (b) is or becomes publicly known through no unauthorized act of the Receiving Party;
- (c) is rightfully received from a third Party without restriction and without breach of this Agreement;
- (d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;
- (e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;
- (f) is approved for release by written authorization of the Disclosing Party; or
- (g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

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

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

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

8. Breach. In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within 30 days from the date

of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

9. Arbitration and Equitable Relief.

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

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

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

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

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

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

under this Agreement (except for personal customer data which shall remain confidential forever).

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

12. General Provisions.

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

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

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

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

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

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

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

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

For and on behalf of

.....

Signature: _____

Name: _____

Designation: _____

Date: _____

For and on behalf of

.....

(The selected successful bidder)

Signature: _____

Name: _____

Designation: _____

Date: _____

PROFORMA FOR DEED OF INDEMNITY**(To be stamped as per the Stamp Law of the Respective State)**

This Deed of Indemnity executed at On the _____ day of _____ by M/s _____ (hereinafter referred to as "the Obligor" which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

UCO Bank a body corporate constituted under the Banking Companies (Acquisition and transfer of undertakings) Act, 1970, having its Head Office at No. 10, BTM Sarani, Kolkata-700001 (hereinafter referred to as "UCO Bank", which expression unless expressly excluded or repugnant to the context shall also include its successor, assigns, attorneys, agents, representatives, authorized officer and all and any such officer having the power and authority to represent the Bank)

WHEREAS

The Obligor has

- A. offered to Implement _____ with the specifications as prescribed in the Agreement / Contract dated _____ during the period of one year from the date of acceptance of the purchase orders issued by the Bank from time to time. The supply of hardware & software by the obligor is herein after referred to as **"Supply"**.
- B. Agreed to install and provide comprehensive maintenance for the Equipments, material used and workmanship by them in terms of the Agreement / Contract dated _____ and respective Purchase Orders issued from time to time during the warranty period and during the post warranty period if required at the discretion of UCO BANK. (The supply installation, maintenance & Implementation are herein after collectively referred to as **"Service/s"**).
- C. Represented and warranted that they have all permissions, consents, and approvals from all authorities, both regulatory and non-regulatory, for Supply, Installation and Maintenance of New Video Conference Solution (e-tendering) and provide other Service/s to UCO BANK.
- D. Represented and warranted that the aforesaid supply/services offered to UCO BANK do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will be got remedied

immediately during the installation, maintenance and contract period to the satisfaction of UCO BANK.

- E. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract/ Agreement with UCO BANK.
2. UCO BANK, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to getting implemented_____ with the specifications contained in its Agreement/Contract dated _____ with the Obligor;
3. 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.
4. In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of UCO BANK as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

In consideration of UCO BANK having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Agreement/Contract, the Obligor do hereby agree and undertake that:-

- (1) the Obligor shall, at all times hereinafter, save and keep 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.
- (2) The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.

- (3) The Obligor further agrees to provide complete documentation of all Equipments/accessories/and other software, they are having. The Obligor shall also indemnify and keep indemnified UCO BANK against any levies/penalties/claims/demands, litigations, suits, actions, judgments, in this regard.
- (4) If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
- (5) 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.
- (6) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to UCO BANK).
- (7) This indemnity shall survive the aforesaid Agreement.
- (8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.
- (9) This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Kolkata. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.
- (10) UCO BANK may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of UCO BANK

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of (_____)

By the hand of (_____) the authorized official of the Obligor)

ELIGIBILITY COMPLIANCE

Sl. No.	Eligibility Criteria	(Proof of documents required / must be submitted)	Compliance Yes/No
1	<p>Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on RFP issuance date.</p> <p>Companies registered as MSME Entrepreneur & still categorized as MSME as on bid submission date.</p> <p>Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt of India.</p>	<p>1. Certificate of Incorporation issued by Registrar of Companies</p> <p>2) Copies of Memorandum of Association</p> <p>3) Copies of Articles of Association</p> <p>4) Shareholding pattern</p> <p>5) PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.</p> <p>Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.</p> <p>An Undertaking to be submitted in this regard.</p>	
2	<p>Bidder should have minimum annual turnover of Rs. 50 Crores per year, during the last three financial years (i.e 2017-18, 2018-19 & 2019-20).</p>	<p>Copy of audited balance sheet of the financial years i.e. 2017-18, 2018-19 & 2019-20 should be submitted.</p> <p>Certificate from Chartered Accountant stating Turnover and Profit/Loss for last three financial years i.e. 2017-18, 2018-19 & 2019-20 should be submitted.</p>	
3	<p>The Bidder should have net profit (Profit After Tax) in any two of the last three financial years. (i.e. 2017-18, 2018-19 & 2019-20)</p>		

4	Bidder should be either Original Equipment Manufacturer (OEM) of Hardware or their authorized representative in India whose product they are proposing.	An authorization letter from OEM (MAF) to this effect should be furnished as per Annexure-C. This letter should specify that in case authorized representative is not able to perform obligations as per contract during contract period, the Original Equipment Manufacturer would provide the same.	
5	Bidder should have supplied, installed, commissioned and maintained centralized Video Conference infrastructure in two or more Scheduled Commercial Bank/ Financial Institutions/ Govt. organization during the last three financial year. These organizations must have at least 50 or more endpoints.	Copy of purchase order and reference letters/ Certificates to be enclosed containing contact details of the signing authority of the masked purchase order / authorization letter.	
6	The offered product of OEM should be installed and running in at least one Scheduled Commercial Bank/ Financial Institutions/ Govt. organization for at least one year as on bid submission date.	Copy of purchase order along with Satisfactory Client Certificate is to be submitted.	
7	OEM should have presence of technical support in India.	Undertaking from OEM is required declaring the locations of support in India. Relevant document (lease agreement, electricity bill etc.) from OEM to be submitted	
8	OEM should have registered office in India	Relevant document (lease agreement, electricity bill etc.) from OEM to be submitted	

9	The bidder / OEM should have service center with engineers having experience in VC maintenance for providing support at Kolkata.	Self – Undertaking for authorized service centre at Kolkata.	
10	The OEM shall commit to provide product support for active components for a period of 5 years from the date of Acceptance.	Self undertaking to be submitted by the OEM	
11	Bidder should not have been debarred / black-listed by any Bank or RBI or any other regulatory authority or Financial Institutions in India as on date of RFP submission.	Undertaking is to be Submitted as per Annexure-VII.	
12	The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Undertaking is to be Submitted in company's letter head to be submitted.	

Technical Specifications

Proposed Hardware / Software shall be delivered at Bank's Centers as mentioned in Purchase Order.

Multi-Conferencing Unit			
The Central Infrastructure can be made up of multiple Services and or Applications. The essential ones are specified below			
Features	Minimum Specifications	Compliance (Yes/No)	Reference Document name, Document page Document number, With highlighted paragraph
General	The hardware, software and virtualization software should be supplied and supported by a single bidder.		
	All necessary hardware to support the required capacity needs to be supplied from day one. Each of the server supplied for the MCU must have a redundant power supply from day 1.		
	The MCU must have 96 HD ports @720p 30 fps with H.264 AVC and Continuous presence from day1.		
	All the 96 ports must be able to connect different sites at different bandwidths and protocols. H.264 AVC standard must be supported at the minimum to connect 96 sites.		
	The MCU must be able to host at least 10 simultaneous conferences each having different capacities restricted by the maximum port capacity of the MCU		
	MCU should be capable of supporting participants using various means i.e. via video enabled phones, room based video endpoints, soft clients on mobile/tablet or via any web browser, any version in a single conference. The meeting quality has to be consistent and of high quality. The end points can be present on the WAN network or on the internet. In case additional components are required for this functionality, all additional components required to have this functionality has to be included in the solution.		
	The MCU should have the capability to host meetings with internal and external participants in a secure way such that it should co-exist with the enterprise security policies		
	The MCU should support geographical redundancy,		

	so that MCU could be placed in DC/DR setup in case future expansion is needed.		
	The MCU should be able to maintain the dynamic resource allocation capacity for 1080p, 720p and SD participants simultaneously without having to reboot or change any configuration.		
	The MCU should support 40 ports or more at HD 1080p (transmit and receive) up to 4Mbps on IP in continuous presence mode with 30fps in the same MCU.		
	Video conferencing endpoints deployed at other organization must be able to take part in video conferencing. The endpoints can be of various makes such as Polycom, Cisco, Life Size etc using open standards.		
	Interoperability with all organization must be possible using standards based dialing methodology using the Internet.		
	The MCU should be able to be integrated with existing IP PBX to provide audio conferencing ports to phones.		
	The MCU should be able to integrate with Call Control system using SIP.		
	The MCU should be able to integrate IP phones (with display) for VC		
	Should support end to end IPV4 and IPV6		
Video Standards	Should support H.263, H.263+, H.263++, H.264		
	Should support video resolution from SD to Full HD to join into a conference		
	Should support 4K display		
Video Resolution	The proposed MCU should be able to combine HD and SD in the same conference without degrading the HD resolution from and to the HD endpoints. The MCU shall interoperate with multiple vendors' endpoints. The supported mediums should be IPv4 and IPv6.		
Audio Standards	Along with the support for basic algorithms like G.711 and G.722.1 the MCU should also support wideband Audio protocols like MPEG,4 AAC - LC and MPEG 4 AAC – LD		
	The MCU should support transcoding of different Audio/video Protocols.		
Transcoding & Rate Matching	MCU should be able to combine HD and SD in the same conference without degrading the HD resolution from and to the HD endpoints.		
Dual Video	The MCU should have H.239/BFCP protocol for sending and receiving dual video streams (Presenter + Presentation).		
Video	At least 16 sites to be seen simultaneously on the		

Layouts	screen in traditional Continuous Presence mode.		
	The MCU must also support advanced continuous presence such that the site that is "on-air" to be seen on a larger window and the other sites are seen in smaller quadrants.		
Security	The MCU must be a secure Non-PC Hardware with a strong operating system. The Hardware and software must be from the same OEM.		
	The MCU should support 128 Bit strong AES encryption for calls and H.235 for authentication		
	The MCU must support encryption for calls on SIP.		
Network /USB Interface	At least 1 LAN /Ethernet--10/100/1000 Mbps full duplex and dedicated serial/USB connection for maintenance/upgrade.		
Conference Layout	The Central Infrastructure must allow the recording of conference at least at 720p resolution.		
	The Conference audio, video and presentation should get recorded.		
	Recording can be initiated by the host of the conference by dialling out to the server or enabling the record button on the user interface.		
	At least 5 conferences must get recorded simultaneously		
Secure Internet Connection for video calling	The solution must have a H.460.18 and H.460.19 compliant Firewall traversal solution to allow call to and from Internet to the endpoints and MCU		
	Must allow at least 25 calls @ 4mbps between the internet and the MCU		
High Availability	The MCU solution should have High availability feature		

Management & Scheduling

The solution would be a single centre to manage the complete videoconferencing devices such as the endpoints, MCU, Gatekeeper etc.; Monitor ongoing live conferences which can be both Scheduled as well as ad-hoc.

Features	Minimum Specifications	Compliance (Yes/No)	Reference Document name, Document page Document number, With highlighted paragraph
Management of Video Conferencing devices and Infrastructure	The Management application should provide system management capabilities of all the video conferencing endpoints, MCU, Gatekeepers. It should allow conference and participant connection control		
	The system must be able to manage 100 devices including MCU and call control. It should have		

	the ability to scale to manage upto 200 devices in the future.		
	Must provide a strong GUI so that the devices can be arranged in a customizable folder view format.		
	The management view must also be able to superimpose the device deployment in a customizable map view so that a map can serve as a background and the devices can be positioned on such a map.		
	It should automatically be able to detect the latest software version of the VC endpoints.		
Scheduling	The Application should Schedule conferences		
	Should be able to book recurring meetings and video resources		
	Should show overview of scheduled meetings, resources and participants.		
	Should have the ability to book conference rooms also. These would be conference rooms without any video conferencing units.		
	The Scheduling tool must provide the ability to check the availability of the VC Endpoints in a calendar format before booking any resources.		
Phonebook services	The application should support creation and management of a central directory.		
	Should support creation of phonebooks from Active Directory & H.350		
Monitoring	The software should support Live graphical web monitoring of the VC systems.		
	The software should support Live graphical web monitoring of ongoing conferences.		
	It must be possible to monitor live ongoing conferences. Both Scheduled as well as adhoc conferences must be manageable.		
Event Notification	The Management application should support event logging and notifications including boot, link down/up, connect error, call connected/disconnected, lost response/got response, Down speeding, upgrade start/finish scheduling, gatekeeper registration, low battery, wrong password alert		
Redundancy support	The Management application should have both server and software suite redundancy Options		
High Availability	The server/solution should have High availability feature		

Firewall Traversal			
Features	Minimum Specifications	Compliance (Yes/No)	Reference Document name, Document page Document number, With highlighted paragraph
Standards	Should support firewall traversal solution using the H.460.18 and H.460.19 protocol.		
Interoperability with Firewalls	The solution should work with the existing firewall. The solution should be open ended and work with all firewalls.		
	Should support the ability for devices on the internet to be reached using a H323 ID or E.164 alias.		
	Should support the ability for devices on the internet to be reached on H323. ID E.g. H323 id (mumbai@companyname.com) or SIP URL (mumbai@companyname.com)		
Integration with DNS	The Firewall Traversal Solution must have integration with DNS using SRV records or AAAA records so as to have domain name based calling.		
Capacity	Should support at least 25calls @ 2 Mbps from day one and scalable to 100 (in future) in Call routed mode.		
Security	Must support H.460 multiplexed media for H323 calls so as to reduce ports used by the calls to traverse the firewall		
Network	Must support at least 2 no's of 10/100/1000 Mbps Ethernet ports		
	Must support both IPv4 and IPv6 from day one		
	Must support NAT		
High Availability	The server/solution should have High availability feature		

Recording & Streaming			
Features	Minimum Specifications	Compliance (Yes/No)	Reference Document name, Document page Document number, With highlighted paragraph
Application Features	Records single point and multipoint conferences with full H.239 and BFCP content capture		
	High definition (HD) support with 720p 30fps, 1080p		

	30fps H.264 video		
	Playback of recorded video from endpoints/web browsers		
	H.323 standards-based for use with third party conferencing systems		
Audio/Video Support	Live Video Resolutions: C(S)IF, 4CIF, SD, HD720p, HD1080p30/60		
	Audio support: G.711, G.722, G.722.1		
	Records in Window Media (WMV) and H.264 MP4 video formats		
Recording	Should support 5 concurrent video conferencing recording sessions with full video, audio and content.		
	Records audio/video at varying bit rates		
	Up to HD record and playback, record stereo calls in single point and multipoint calls.		
	Configurable recording parameters to specify multiple bit rates for streaming/ recording, video file formats and content options		
	Multiple methods for recording – direct from a video endpoint, MCU / bridge or from the admin user interface		
	Video can be stored in any of the video formats		
	Solution/Server should have capability of storing minimum 1 TB videos.		
Playback	Archived playback to H.323 endpoint/web browser based		
	Media download option for video editing or distribution		
Streaming	High Definition – 5 concurrent HD live streams.		
	Unicast up to 100 or more concurrent web viewers		
High Availability	The server/solution should have High availability feature		

Specifications for the Personal Video conferencing system for executives

- Should be an integrated system with at least 21 inch LCD/TFT screen, 1080P resolution (16:9), HD camera and with speakers for wide band audio output. The Codec should be a part of the unit. No separate Codec's are preferred.
- The LCD/TFT screen should be a touch screen to provide a touch interface to the user.

Features	Minimum Specifications	Compliance (Yes/No)	Reference Document name, Document page number, Document number, With highlighted paragraph
General	Must support IPv4 and IPv6 from day one.		
	Must have the following physical buttons for ease of use		

	1. Mute/ Unmute 2. Volume Increase/ decrease		
Video Standards	Minimum H.264 and above		
	The system should support SIP/H.323 protocol.		
	Must support desktop sharing SIP calls		
Video Frame Rate	Must support 1080p 30 fps		
Video Features	Ability to send and receive two live simultaneous video sources in a single call.		
	The unit must support layout control for video and presentation on a single LCD screen.		
Video Input	Should have HDMI or DVI (Digital Video Interface) input to connect PC/ Laptop directly to the Video conferencing system and display a resolution of 1080p.		
	The user must be able to toggle between the Laptop/PC mode and the Video conferencing mode at a push of button/icon.		
Video Resolution	720p (1280 x 720 pixels) 1080p (1920x1080 pixels)		
Dual Stream	Must support H.239 and BFCP for resolutions upto 1080p		
Firewall Traversal	Should support firewall traversal solution using the H.460.18 and H.460.19 protocol.		
Audio	G.722, G.711, MPEG 4 AAC or better - which supports 20 KHz audio must be supported		
Other Features	Noise Reduction/Echo Cancellation, Automatic Gain control, Automatic Audio mixer		
	Must support escalation of point to point calls to Multiparty calls using the central MCU without disconnecting the call.		
Network Interfaces -LAN	1 x LAN /Ethernet--10/100/1000		
	1 x LAN /Ethernet--10/100/1000 to connect a PC (i.e. built in switch)		
Network Interfaces - Wi-Fi	Must support 802.11a/b/g/n		
Network Interfaces - Bluetooth	Must support bluetooth 3.0 for connecting bluetooth headsets		
SIP/H.323/ IP Features	Must support Standard based Packet loss recovery algorithm to handle packet loss.		
	QOS		
	Should support URI Dialling		
	Must support SIP and H.323		
Data	Presentation through presence of DVI/HDMI Input port		

Collaboration	<p>The system must have the ability to pair mobile devices such as Tablets and Smartphones based on iOS or Android platforms so that these devices can be used for:</p> <p>1) View the Presentation that is being shown in the VC call.</p> <p>2) Add and disconnect call, move the call from mobile device to/ from video unit</p> <p>The system must have the ability to pair with laptop for sending content without any wires to the video unit.</p> <p>In case the above feature is not available natively, then additional components can be provided to achieve this functionality.</p>		
Security	Password protected system menu		
	Meetings both point to point and multipoint, should be password protected and the same should be possible for SIP networks		
	Encryption of video call: ITU-T standards based Encryption of the video call using Advanced Encryption Standard (AES)		
	Call should be encrypted end-to-end on IP calls		
	The unit must support the option of disabling the secondary network port if not in use.		
Camera	Should be HD at least 6 megapixel camera, with privacy shutter		
	Must support 1080p resolution.		
	60 degrees horizontal Field of View		
	35 degrees vertical field of view		
	Must have a privacy shutter		
	The VC unit must allow the camera to be used as a document camera to capture hard copies and transmit it to the far end site.		
Directory Services	Should support Local and Global directories, the units should be registered on the existing Solution already in place in Bank.		
	Should support LDAP and H.323 protocols for directory transfer.		

Performa of letter to be given by all the Bidder participating in the UCO Bank RFP for Supply, Installation and Maintenance of centrally managed High Definition Video Conference solution on their official letterheads.

To
The General Manager (DIT, BPR & BTD)
UCO Bank, Head Office
Department of Information Technology,
5th Floor, 3 & 4 DD Block, Sector -1,
Salt Lake, Kolkata -700064

Sir,

Sub: RFP for Supply, Installation and Maintenance of New Video Conference Solution (e-tendering)

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. here in after referred to as "**RFP**") issued by UCO Bank, we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

The bid submitted herein shall be valid for a period of 180 days from the date of RFP response submission process closes.

Yours faithfully,

Authorised Signatory
Designation
Bidder's corporate name

Performa of letter to be given by all the Bidder participating in the UCO Bank RFP for Supply, Installation and Maintenance of centrally managed High Definition Video Conference solution on their official letter-head.

To,

**The General Manager (DIT, BPR & BTB)
UCO Bank, Head Office
Department of Information Technology,
5th Floor, 3 & 4 DD Block, Sector -1,
Salt Lake, Kolkata -700064**

Sir,

Sub: RFP for Supply, Installation and Maintenance of New Video Conference Solution (e-tendering)

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. Hereinafter referred to as "RFP") issued by UCO Bank on behalf we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorised Signatory
Designation
Bidder's corporate name

Masked Commercial Bid Template**(Amount in Rs.)**

Sl. No.	Item Description	Make and Model	Qty. (x)	Unit Price (Y)	GST%	GST Amount	Total Unit Price excluding GST $Z=(X*Y)$
	(1)		(2)	(3)	(4)	(5)	(6)
<u>A.HDVC Solution (One time Cost):</u>							
1	Multi Conference Unit (MCU) – with all necessary Software license		2				
2	Call Control		1				
3	Web Server		1				
4	Recording/ Streaming Server		1				
5	Other Software, if any, please specify						
6	Other Hardware, if any, please specify						
SUB TOTAL (A)							
<u>B.HDVC Solution (Annual Cost) for 4th and 5th year AMC/ ATS:</u>							
1	AMC/ ATS of Central setup: Multi Conference Unit (MCU) – with all necessary Software license, Call Control, Servers, All other hardware & software – 4 th year		1				

2	AMC/ ATS of Central setup: Multi Conference Unit (MCU) – with all necessary Software license, Call Control, Servers, All other hardware & software – 5 th year		1				
SUB TOTAL (B)							
C.FACILITY MANAGEMENT (please mention year wise number of resources)							
1	Facility Management charges 1 st year						
2	Facility Management charges 2 nd year						
3	Facility Management charges 3 rd year						
4	Facility Management charges 4 th year						
5	Facility Management charges 5 th year						
SUB TOTAL (C)							

TABLE – D*					
Sl. No	Item Description (a)	Qty.	Unit price with three (03) year Warranty	GST (%)	Total Cost (without GST)
1	IP Phones with Display	20			
2	Personal Video conferencing system (Desktop)	5			
3	Smart Board - Integrated HD Video Conferencing unit with built-in HD display, Audio System and Microphone	2			

***Based on requirement Bank may or may not place the order with the selected bidder.**

TABLE – E		
Sl. No	Description	Total Amount (Without GST)
	Table A	
	Table B	
	Table C	
	Table D	
TCO (Table A + Table B + Table C + Table D) { in figure}		
TCO (Table A + Table B + Table C + Table D) { in words}		

Note:

- The calculation for arriving at TCO is properly mentioned in the appropriate columns and we 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 and it will be binding upon our company.
- 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.
- Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- 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.
- 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.
- We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.
- We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- In case of any discrepancy between figures and words, the amount in words shall prevail.

- i. 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.
- j. All prices should be quoted in (INR) only.
- k. The TCO (Total cost of ownership) will be exclusive of GST and other applicable taxes. However the GST and other applicable taxes will be paid as per actuals.

I. The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order to the L-1 bidder.

Place: **Signature of Bidder:** _____

Date: **Name:** _____

Business Address: _____

Commercial Bid Template(Amount in Rs.)

Sl. No.	Item Description	Make and Model	Qty (x)	Unit Price (Y)	GST%	GST Amount	Total Unit Price excluding GST $Z=(X*Y)$
	(1)		(2)	(3)	(4)	(5)	(6)
A.HDVC Solution (One time Cost):							
1	Multi Conference Unit (MCU) – with all necessary Software license		2				
2	Call Control		1				
3	Web Server		1				
4	Recording/ Streaming Server		1				
5	Other Software, if any, please specify						
6	Other Hardware, if any, please specify						
SUB TOTAL (A)							
B.HDVC Solution (Annual Cost) for 4th and 5th year AMC/ ATS:							
1	AMC/ ATS of Central setup: Multi Conference Unit (MCU) – with all necessary Software license, Call Control, Servers, All other hardware & software – 4 th year		1				
2	AMC/ ATS of Central setup: Multi Conference Unit (MCU) – with all		1				

	necessary Software license, Call Control, Servers, All other hardware & software – 5 th year						
SUB TOTAL (B)							
C.FACILITY MANAGEMENT (please mention year wise number of resources)							
1	Facility Management charges 1 st year						
2	Facility Management charges 2 nd year						
3	Facility Management charges 3 rd year						
4	Facility Management charges 4 th year						
5	Facility Management charges 5 th year						
SUB TOTAL (C)							

TABLE – D*					
Sl. No	Item Description (a)	Qty.	Unit price with three (03) year Warranty	GST (%)	Total Cost (without GST)
1	IP Phones with Display	20			
2	Personal Video conferencing system (Desktop)	5			
3	Smart Board - Integrated HD Video Conferencing unit with built-in HD display, Audio System and Microphone	2			

***Based on requirement Bank may or may not place the order with the selected bidder.**

TABLE – E

Sl. No	Description	Total Amount (Without GST)
	Table A	
	Table B	
	Table C	
	Table D	
TCO (Table A + Table B + Table C + Table D) { in figure)		
TCO (Table A + Table B + Table C + Table D) { in words)		

Note:

- The calculation for arriving at TCO is properly mentioned in the appropriate columns and we 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 and it will be binding upon our company.
- 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.
- Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- 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.
- 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.
- We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.
- We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- In case of any discrepancy between figures and words, the amount in words shall prevail.
- 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.

- j. All prices should be quoted in (INR) only.
- k. The TCO (Total cost of ownership) will be exclusive of GST and other applicable taxes. However the GST and other applicable taxes will be paid as per actuals.
- l. **The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order to the L-1 bidder.**

Place: **Signature of Bidder:** _____

Date: **Name:** _____

Business **Address:** _____

Undertaking Letter on the vendor's letterhead

To,
General Manager (DIT, BPR & BTB)
UCO Bank, Head Office
Department of Information Technology
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata - 700064

Sir,

**Ref: RFP for Supply, Installation and Maintenance of New Video Conference Solution
(e-tendering)**

We undertake that we shall update the software to support all new variants of currency notes as well as new denominations, discontinuation of any currency note, if any, issued subsequently without any extra cost to the Bank during the period of warranty and AMC. We shall upgrade the counterfeit currency detecting software whenever upgrades are released or noticed but not later than 2 weeks after the date of such release. Additionally, we undertake to upgrade the counterfeit detecting software minimum once in three months without any additional cost to the Bank during the warranty and AMC period.

Yours faithfully,

Authorised Signatory
Designation
Bidder's corporate name
Place:
Date:

(TO BE PROVIDED ON Rs.100/- STAMP PAPER)

Self-Certificate for Local Content

Date: __/__/____

I.....S/o, D/o, W/o.....resident of.....do hereby solemnly affirm and declare as under:

- 1) That I will agree to abide by the terms and conditions mentioned in the tender specification issued vide ref. no.....dated.....
- 2) That the information furnished hereinafter is correct to the best of my knowledge and belief and that I undertake to produce the relevant records before to any authority nominated by UCO Bank for the purpose of assessing the Local Content.
- 3) That the Local Content for all inputs which constitute the Goods (mention the procurement) has been verified by me and that I am responsible for the correctness and accuracy of the claims made therein.
- 4) That in the event of the Local Content mentioned herein is found to be incorrect and not meeting the prescribed norms of Local Content, based on the assessment of an authority so nominated by UCO Bank and that I will be liable as under Clause 9(f) of Public Procurement (Preference to Make in India) Order 2017, as amended.
- 5) That I agree to maintain all the information regarding my claim for Local Content in our records and that I shall make the requisite information available to UCO Bank as and when required.
- 6) That *I (name of Manufacturer) do hereby confirm in respect of quoted item(s) that the Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', I am eligible for Purchase Preference under 'Make in India' Policy vide Government of India Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide Orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

OR

That *I (name of Manufacturer) do hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under 'Class-II Local Supplier' Category.

7) That I submit as under:

Name & Details of the Local Supplier (Regd. Office, Manufacturing Unit, Location, Nature of legal entity)	
Date on which this Certificate was issued	
Product for which the Certificate is issued	
Procuring Agency to whom the Certificate is furnished	
Percentage of Local Content claimed	
Name & details of the unit of the Manufacturer	
Sale Price of the Product	
Ex-Factory Price of the Product	
Freight, Insurance and handling	
Total bill of Material	
List & Total cost value of inputs used manufacture of the proposed Goods	
List & Total cost value of inputs which are locally sourced (Attach Certificates of Local Content from Local Suppliers, if the input is not in-house)	
List and cost of inputs which are imported (directly or indirectly)	
Any other information	

8) That the details of the location(s) at which the local value addition made is/are as under:

Sl. No.	Product Details	Name of Place

For & on behalf of

Signature of the Authorised Signatory of the Bidder (insert name, designation & contact number)

Official Seal of the Bidder

Date:

*** Strike out whichever is not applicable**

Restriction on Procurement due to National Security

This Certificate should be submitted on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory

To,

Deputy General Manager
DIT, BPR & BTB
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064

Dear Sir,

Sub: RFP for Supply, Installation and Maintenance of New Video Conference Solution (e-tendering)

- युको बैंक UCO BANK
1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."
 2. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; / certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

Yours Faithfully,

Authorised Signatory,

Name:

Designation:

Vendors Corporate Name:

Address:

Email:

Contact No.

Bill of Material

Sl. No	Product	Make	Model	Description
1	Multi Conference Unit (MCU) – with all necessary Software license			
2	Call Control			
3	Web Server			
4	Recording/ Streaming Server			
5	IP Phones with Display			
6	Personal Video conferencing system (Desktop)			
7	Smart Board - Integrated HD Video Conferencing unit with built-in HD display, Audio System and Microphone			

Authorised Signatory**Name:****Designation:****Vendors Corporate Name:****Address:****Email:****Contact No.**