



Request for Proposal [RFP]

For

Engagement of Vendor for End to End Management of Enterprise Wide Loyalty Program (Re-tendering)

**UCO BANK, Head Office-2
Department of Information Technology
7th Floor, 3 & 4 DD Block, Sector -1
Salt Lake, Kolkata-700 064**

RFP REF NO: DIT/MTBD/RFP/2042/2019-20 Date: 22/10/2020

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

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Abbreviations used in this Document:

1	AMC	Annual Maintenance Contract
2	BG	Bank Guarantee
3	DD	Demand Draft
4	DIT	Department of Information Technology
5	EMD	Earnest Money Deposit
6	HO	Head Office
7	LAN	Local Area Network
8	LD	Liquidated Damage
9	ME	Merchant Establishment
10	MDR	Merchant Discount rate
11	NEFT	National Electronic Funds Transfer
12	NI Act	Negotiable Instruments Act
13	OEM	Original Equipment Manufacturer
14	OS	Operating System
15	POC	Proof of Concept
16	POS	Point of Sale
17	RFP	Request For Proposal [Inter-alia the term 'Tender' is also used]
17	RTGS	Real Time Gross Settlement
18	VAT	Value Added Tax
19	GST	Goods and Services Tax

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Bid Control Sheet

Tender Reference No.	DIT/BPR&BTD/OA/2042/2020-21 Date: xx/10/2020
Cost of Tender documents	Rs.10,000/- (Rupees Ten Thousand Only)
Date of issue of RFP	22/10/2020
Earnest Money Deposit (EMD)	Rs.10,00,000/- (Rupees Ten Lakh only)
Date of commencement of sale of tender document	22/10/2020
Last date for submitting queries for the Pre-bid Meeting	29/10/2020 till 04:00 P.M.
Pre-Bid meeting /Venue	2/11/2020 at 12.30 P.M. at Head Office-2 Department of Information Technology 5th Floor, "Conference Room", 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064
Last Date and Time for receipts of tender bids	19/11/2020 at 04:00 PM
Opening of technical bids	19/11/2020 at 04:30 PM
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
Email address	hodit.proc@ucobank.co.in ; digital@ucobank.co.in
Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5th Floor, 3 & 4, DD Block, Sector – 1, Salt Lake, Kolkata-700 064.

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.

Part – I

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, and its Department of Information Technology at 3 & 4, DD Block, Sector – 1, Salt Lake, Kolkata – 700064, hereinafter called “the Bank”, is one of the leading public sector Banks in India having more than 3000+ Domestic Branches, two Overseas Branches one each at Singapore & Hong Kong Centres and 2500+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle (Ver. 7.0.25) as a Core Banking Solution.

2. Objective

UCO Bank intends to engage reputed vendor(s) for providing conceptualize, design, implement and manage customer loyalty and rewards program for the Bank's customers and for the target segments as specified by the Bank including designing customized loyalty solutions as and when felt necessary by the Bank. The vendor should manage end to end solution which includes sourcing of merchant discount offers, their effective communication and carrying out the accrual and redemption of loyalty points, among others.

3. Eligibility Criteria

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

Sl.No	Eligibility Criteria	Documents Required
1	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. Concerns registered as MSME Entrepreneur should a valid MSME certificate. The MOA/AOA should have the provision of conducting the line of business sought in the RFP.	Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, to be submitted. Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.

2	Bidder should have a minimum annual turnover of Rs. 2 Crores in Indian market for each of the immediate last 3 financial years as per audited Balance sheet (2016-17, 2017-18 and 2018-19).	Copy of the audited balance sheet, certificate from the Chartered Accountant (in case of Provisional Balance Sheet for 2019-20) of the company showing profit, Net-worth and turnover of the company for the consecutive last three financial years i.e. 2016-17, 2017-18 & 2018-19 should be submitted.
3	Bidder should have positive net worth in last 2 financial years, 2017-18 and 2018-19 as per audited Balance Sheet.	
4	The Proposed Loyalty Solution by the bidder should have been implemented or under implementation in at least two institutions out of which one should be scheduled commercial banks in India or multinational Bank having setup in India or in any 3 NSE/BSE listed company.	Documentary evidence with Satisfactory Working Certificates from respective Banks including names of clients with Phone, E-Mail IDs etc.
5	Bidder should be PCI-DSS Compliant or secure certification within 6 months from the date of acceptance of purchase order for this RFP. If the Bidder failed to produce the certificate within 6 months from the date of acceptance of purchase order for this RFP, the contract will be cancelled and the EMD will be forfeited.	Copy of Certificates/ Documentary Evidence stating the certification is under process to be submitted.
6	The Bidder should have both primary Data Center and DR Center with full back up arrangement within the geographical location of India and the Data Center should be ISO 27001 certified. The arrangement of primary bidder with third party Data Centre service provider for DC and DR hosting in India provided it should be ISO 27001 certified. Bidder should ensure Irrespective of technology, Data, its Storage , Data Centre and DR Centre must be in India.	Copy of Certificates to be submitted.
7	The Bidder should have the infrastructure for providing 24x7 supports and attending	A declaration to this effect has to be submitted by the

	timely to the customer grievances about the loyalty program.	Bidder.
8	The Bidder should have the capability of processing around 30 Million transactions per month towards posting loyalty points at the time of the submission of RFP and should be able to ramp up the capacity further in the future as per bank's requirement	Documentary Evidence to be submitted.
9	The Bidder should have ability to provide complete audit trails of points earned and redeemed.	Self-declaration to that effect should be submitted on company letter head.
10	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.	Self-declaration to that effect should be submitted on company letter head.
11	The service provider should ensure that there are no legal proceedings / inquiries pending 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.	Declaration in the letterhead of the service provider's company to that effect duly certified by Statutory Auditor/CA /CS should be submitted.

In this tender process 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 Bidder must comply with all above-mentioned criteria. 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.

4. 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.
- vi. 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 – II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS

1. Invitation for Bids

This Request for Proposal (RFP) is to invite sealed tenders comprising of Eligibility Bid, Technical bid and Commercial bid from experienced bidders desirous of taking up the project for Request for Proposal (RFP) For Engagement of Vendor for End to End Management of Enterprise Wide Loyalty Program (Re-tendering). Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

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 and Fee

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of **Rs.10,000/- (Rupees Ten Thousand Only) + applicable GST @18%**.

A complete set of tender documents can also be downloaded from Bank's website www.ucobank.com. The Cost of tender documents shall be paid through NEFT mode or by Demand Draft / Banker's Cheque / Pay Order drawn in favour of UCO Bank payable at Kolkata. The bidder has to provide the Bank the UTR no. generated after the NEFT (hard copy of the receipt generated should be submitted along with the bid documents), failing which the bid of the concerned bidder will be rejected. The Cost of tender document is non-refundable.

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

The Bank details are as below:

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 7 th floor , 3&4 DD Block, Salt lake City, Sector-1, Kolkata – 700064 Ph. No.- 033- 4455 9433/9770

4. Earnest Money Deposit

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of **6 months** together with a claim period of **30 days** in favour of UCO Bank payable at Kolkata for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
Request for Proposal (RFP) For Engagement of Vendor for End to End Management of Enterprise Wide Loyalty Program (Re-tendering)	Rs. 10,00,000/-

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process without any interest thereon. The EMD of successful bidder(s) will be returned to them on submission of Performance Bank Guarantee (s) either at the time of or before the execution of Service Level Agreement (SLA). The EMD of successful bidder(s) will be returned on submission of Performance Bank Guarantee.

The Earnest Money Deposit may be forfeited under the following circumstances:

- If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- The selected bidder withdraws his tender before furnishing on unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.
- In case of the successful bidder, if the bidder fails:
 - To sign the contract in the form and manner to the satisfaction of UCO BANK

- To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK either at the time of or before the execution of Service Level Agreement (SLA).

5. Rejection of the Bid

The Bid is liable to be rejected if:

- a. The document doesn't bear signature of authorized person on each page signed and duly stamped.
- b. It is received through E-mail.
- c. It is received after expiry of the due date and time stipulated for bid submission.
- d. 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.
- e. Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.
- f. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- g. Non-submission of Pre Contract Integrity Pact as per format given in Annexure – XIV.

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 and ho.mktg@ucobank.co.in. It may be noted that no query from any bidder shall be entertained or received after the mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard.

Only authorized representatives of 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 EMD will be forfeited by the Bank.

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 EMD and tender cost for MSME entrepreneurs.

- i. Exemption from submission of EMD and 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 EMD and tender cost from bidders not having valid NSIC registered documents for exemption will not be considered.
- ii. To qualify for EMD & 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 EMD & 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 EMD and Tender Cost).
- iii. 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.
- iv. Bids received without EMD for bidders not having valid registration documents for exemption will not be considered. 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 for 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 in the form of pre-bid queries within the time as given in control sheet.

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. RFP Response Validity Period:

RFPs response will remain valid and open for evaluation according to their terms for a period of at least 6 months from the time the RFP response submission process closes.

27. 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

28. 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 initialled / authenticated by the person/(s) signing the Bid.

29. 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.

30. 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.

31. 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.

32. Submission of Offer – Three Bid System

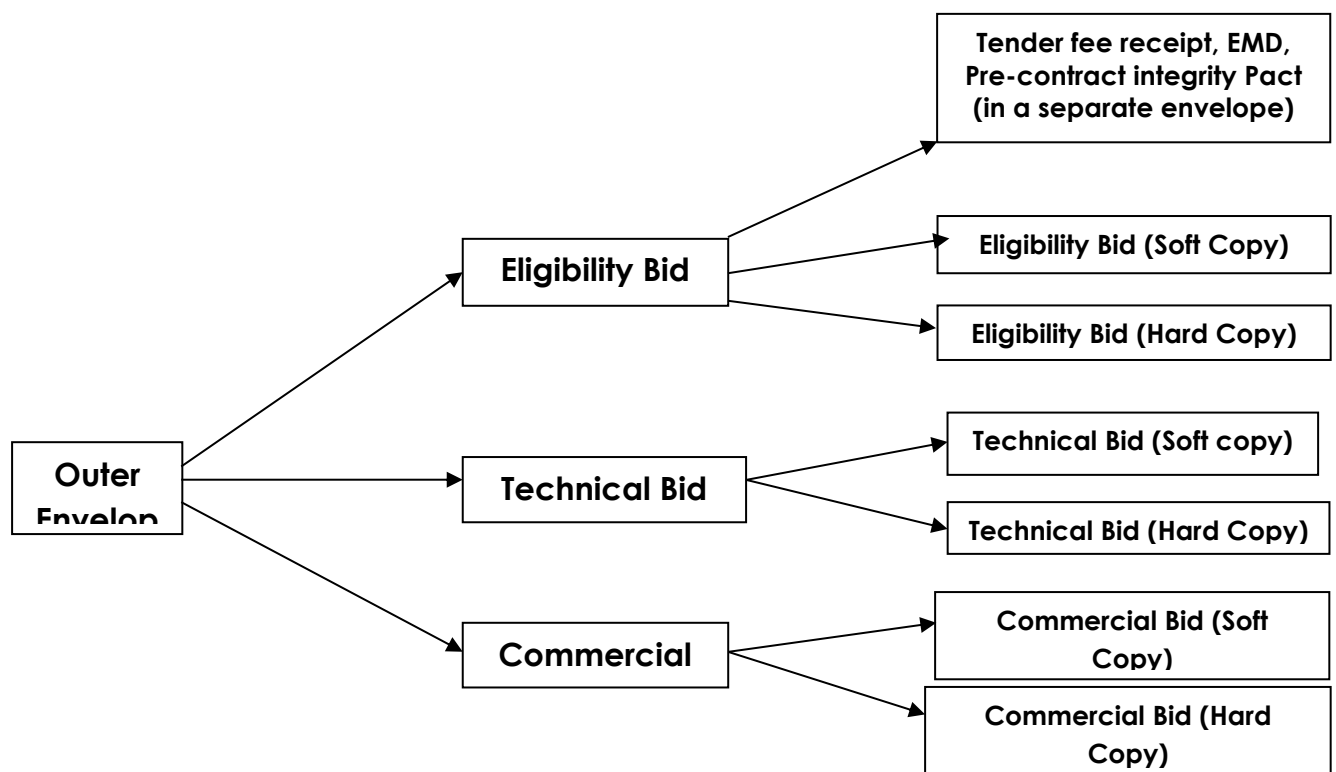
Separate Eligibility, Technical and Commercial Bids along with soft copies duly sealed and super-scribed as - Request for Proposal (RFP) For Engagement of Vendor for End to End Management of Enterprise Wide Loyalty Program (Re-tendering) (Technical Bid) and -- Request for Proposal (RFP) For Engagement of Vendor for End to End Management of Enterprise Wide Loyalty Program (Re-tendering) (Commercial Bid) respectively should be put in a single sealed outer cover duly sealed and super-scribed as- "Request for Proposal (RFP) For Engagement of Vendor for End to End Management of Enterprise Wide Loyalty Program (Re-tendering) " as per the below mentioned diagram and as per bid details given in the RFP.

The bids (along with soft copy) shall be dropped/submitted at UCO Bank's address given in Bid Control Sheet Table, on or before the date specified therein.

All envelopes must be super-scribed with the following information:

- Name of the Bidder
- Bid Reference No.
- Type of Bid (Eligibility or Technical or Commercial)

The Eligibility and Technical Bid 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. The Eligibility and Technical Bids must not contain any price information otherwise BANK, at its sole discretion, may not evaluate the same. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidders. The Technical bid should have documentary proof in support of Eligibility Criteria and all the Annexures as per RFP document.



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

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, EMD 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 – J (i)** 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. The selected bidder must adhere to the terms of this RFP document

33. 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. **Response of the Bid:** The Bidder should comply all the terms and conditions of RFP.
- c. The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
- d. 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.
- e. 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.

- f. 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.
- g. 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.
- h. 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.
- i. The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders.
- j. Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.
- k. **If a bidder quotes Nil Charges/consideration the bid shall be treated as unresponsive and will not be considered for evaluation**

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, 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.

2. Evaluation Methodology

The evaluation/selection process will be done with combination of, technical competence and commercial aspects i.e **T1+L1 Methodology**. A maximum of **100 marks** will be allocated for the technical bid. The evaluation of functional and technical capabilities of the bidders of this RFP will be completed first as per the following guidelines. The technical proposals only will be subjected for evaluation at this stage. The bidders scoring less than **70 marks (cut-off score) out of 100 marks** in the technical evaluation shall not be considered for selection process. Once the evaluation of technical proposals is completed, the bidders who score more than the prescribed cut-off score will only be short listed.

In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score of 70, then the Bank, at its sole discretion, may relax the cut-off score to a lower value, which, in any case, should not fall below 60. In case at least 2 participants are not found with score 60 or above but below 70, the instant process would be cancelled and Bank reserved the right to go in for retendering process.

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

The proposed solution will be evaluated based on technical capabilities as specified in Annexure- C. The bidders scoring less than 70 marks (cut-off score) out of 100 marks in the technical evaluation shall not be considered for selection process. Based on the scoring, the bidder will be either technically eligible and ranked as T1/ T2/T3 etc.

In Technical evaluation, all eligible bidders will be called by Bank for a technical presentation based on the scope of work and technical requirement as per RFP. Date, time and location of presentation will be later informed to all eligible bidders through individual mails.

Any cost incurred during presentation will not be borne by the Bank. Bank will support the bidder during presentation by providing suitable environment for presentation only.

2.3 Commercial Evaluation

It may be noted that commercial bids will be subjected to following evaluation process:

- Under **CQCCBS (Cost Evaluation under Combined Quality cum Cost Based System)**, the **technical proposals** will be allotted weightage of **70%** while the **financial proposals** will be allotted weightage of **30%**.
- Proposal with a **lowest cost** may be given a financial score of **100** and other proposals given financial scores that are inversely proportional to their prices.
- The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.
- **Highest point basis:** On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

As an example, the following procedure can be followed.

In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 70 and the weightage of the technical bids and financial bids was kept as 70:30. In response to the RFP, 3 proposals, A, B & C were received.

The technical evaluation committee awarded those 70, 80 and 90 marks respectively. The minimum qualifying marks were 70. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal Evaluated cost

A	Rs 120.00
B	Rs 100.00
C	Rs 110.00

Using the formula LEC/EC, where LEC stands for lowest evaluated cost and EC stand for evaluated cost, the committee gave them the following points for financial proposals:

A: $100/120 = 83$ points

B: $100/100 = 100$ points

C: $100/110 = 91$ points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A: $70 \times 0.70 + 83 \times 0.30 = 73.9$ points

Proposal B: $80 \times 0.70 + 100 \times 0.30 = 86$ points

Proposal C: $90 \times 0.70 + 91 \times 0.30 = 90.3$ points

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 73.9 points: H3

Proposal B: 86 points: H2

Proposal C: 90.3 points: H1

Proposal C at the evaluated cost of Rs 110.00 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

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

1. Broad Scope of Work

The Bidder should be capable of launching, implementing, maintaining and managing (sourcing merchant tie-ups carrying out accrual & redemption of loyalty points etc.) the loyalty program. The bidder should be capable to integrate the solution to Bank's Mobility Platform (UCO m-Banking Plus) without any further cost. The loyalty/ rewards program for the Bank to cover digital channels, various products & services offered by the Bank to its customers etc. for increasing the customer engagement & stickiness. Bank may introduce new product /process with different reward structure and bidder should have the capability to implement the same. The program should enable Bank to create strong brand association of the customers with the Bank.

2. Reward Points Management

- 2.1 Point accrual and expiry rules:** The bidder should define basis and rules to award points, expire them at an appropriate time and revoke the expired points in exceptional situations. The rules defined must have Bank approval.
- 2.2 Tier Structure:** The bidder should be able to design a multi-level, user-definable customer tier engine with each tier designed for different card/product as specified by the bank from time to time. Such engine should permit automated movement between tiers upon passing different qualification criteria. Tier should be automatically corrected as and when the customer becomes due for renewal/replacement/upgrade/downgrade. Reward points and other modality may vary from channel to channel, product to product.
- 2.3 Point redemption rules:** Rules must be configured on the methodology for redemption of reward points (indicative as, against products, services, cash back options etc.) and for reversal or cancellation of reward points.
- 2.4 Threshold:** Bank shall take a call and confirm and finalize the reward redemption threshold, redemption value which will vary time to time.
- 2.5 Linking Member Accounts:** The add-on-cards should be linked to the customer's account as per bank's specification such that the add-on-card's points can be redeemed by primary account holder only.
- 2.6 Personalized offers:** Attractive discounts/offers as per analysed customer behaviour (amount/frequency of financial transaction etc.), Product type, and special festival offer etc. to be facilitated by the bidder.

2.7 Innovative Solution: Bidder should have the capability to design and structure innovative and engaging rewards program for the Bank customer/card holder, which upon final approval from the concerned Bank team, may be rolled out for customers.

3. Technology Platform: Loyalty Engine

3.1 Processing capacity:

Bidder should be able to process at least 20 Million transactions per month any incremental rise in the transactions volume in the future. The above mentioned volumes are pertaining to dominant digital channels, but Bank may at its discretion introduce any new channel or Banks product, as mentioned in this RFP. The Bidder should be able to handle the incremental transaction volume.

3.2 Algorithms:

The engine should be able to apply different rules and logics and do various calculations on following instances:

3.2.1 For providing customized offers to customers as and when offered by the Bank.

3.2.2 For reversal of loyalty points in case of cancellation of a transaction

3.2.3 Adjustment of reward points on upgrading/downgrading of a customer account.

3.2.4 Manual uploading of loyalty points for non-transaction related reward points

3.3 Intelligence:

The engine should be able to produce easily readable, modifiable and sharable models as and when fed with algorithms.

Bidder should provide reward points for transactions on all channels (debit/Credit card, internet banking, mobile banking, Banking products/ services etc. as specified by bank.) and these should be further redeemed from different portal access for customer such as mobile, internet etc. either by way of cash back, product/ services etc., towards reward redemption.

Customers shall be provided with a website and mobile application (android & ios) to check the status of reward points. The customers should be provided facility for access to such website & mobile application, which is to designed by being aligned to that of Bank's brand, with the ability to manage traffic smoothly and shall be available in bilingual languages i.e. English and Hindi. Bidder to build deploys, manage features such as login, logout, loyalty data view, forget password, history, etc. for customer convenience & access.

The bidder to create and maintain an interactive secure (with SSL Layer) online website for loyalty rewards program.

The Bidder should have system & process which are compliant to data security standard.

Earn/Burn Rules: Rules must be specifically created for earning (e.g. for different category of stores) and burning points e.g. on FIFO basis.

The Bidder platform should be capable of receiving data from various source system of Bank for various products or services, thereafter the system should be able to evaluate and award rewards point as per matrix / tier approved by the Bank upon from time to time.

4. Customer Management:

- 4.1 Customer accounts to have a status which may change over the lifetime of the account as active, passive, cancelled etc.
- 4.2 While enrolment of a customer to the loyalty program all profile details like name, number, address, preferences, work profile/hierarchy etc. must be correctly and securely maintained. The afore said data collected from the customer shall only be explicitly used as per Bank requirement and any disclosure of such information to third party may constitute violation of customer data confidentiality. The successful Bidder will be required to execute a Non-Disclosure agreement with the Bank.
- 4.3 Bidders system should have the capability to integrate with Bank's database or Banks Enterprise Data Warehousing (EDW) to get customer related data to on board the customers.
- 4.4 The loyalty reward scheme should be barred in case of hot listed/ blocked card, dormant accounts, blocked channel etc. and the rewards points ceases to exist when the account is closed.

5. Customer Interaction Centre Management:

A call centre be set up and maintained by bidder at its own cost to assist the customer to redeem the points, resolving customer query, manage grievances of customers under Bank's Loyalty Program. Bidders shall provide information to Bank, with respect to the Call centre management viz., customer call volume, grievance type, complain redressal etc. on monthly basis.

Customer to be given access to website/mobile app with unique individual credentials, that can be accessed on 2 factor authentication, line with regulators

guidelines from time to time. An easy and convenient process to be defined to set/reset his/her customer profile.

6. Redemption:

6.1 Rewards Catalogue:

Bidder will design a rich and user friendly reward catalogue in consultation and approval from the Bank, to provide sufficient redemption options to customers of different behaviours, spends and personality.

6.2 Attractive redemption options with ensured quality/brand of products and services are offered such as Gift voucher, merchandise, real time movie/Air/Bus ticket, Mobile/DTH recharge/Digital Wallet Recharge etc.

6.3 Customers should experience wide range of gifts/instant discounts at merchant outlets/cash back options catering to all spectrum of spends portraying desires and ambitions of members with varied behavioural characteristics.

6.4 Bidders to manage entire redemption process from sourcing to efficient & effective shipping of goods at customer's address with customers being provided with tracking number to track the shipment online with provision of SMS alerts for the same.

6.5 To maintain an end to end delivery with a stated TAT of delivery and replacement both.

6.6 The bidder should have the capability to run campaign for user enrolment and engagement in the loyalty program.

7. Partner Network Management

7.1 Set Up Partners: Bidder to create a network of merchants and partners over different segments where Bank's customer can enjoy special discount and privileges,

7.2 Reports have to be provided as per category/partner/store level to the Bank on monthly basis.

8. Reporting and Analytics

Bidder should provide all reports, MIS, analytics etc. as follows as and when desired:

8.1 Monthly report on customer's profile/accrual data in cardholder's account.

- 8.2 Monthly report on number of redemption requests/serviced.
- 8.3 Monthly statement of lapsed points.
- 8.4 Monthly report on nature of redemption/category wise redemption.
- 8.5 Monthly report on number of redemption request received but not redeemed.
- 8.6 Report on Customer behaviour change in Banking, for e.g. Customer transaction shifting from Debit Card to UPI, Mobile Banking.
- 8.7 Inactive customer report based on previous performance.
- 8.8 Any other report requested by bank from time to time.

9. Marketing, Creative Development and campaign Management:

- 9.1 Designing of marketing campaigns/program for rewards program, GIF, artwork, E-mailers, poster, leaflets, catalogues etc. by bidder to help bank to carry promotion for Loyalty Reward Program. The creative designed for the Bank shall be made available to the Bank for further usage on Banks Social Media Platform and Corporate.
- 9.2 Communication department for printing etc. Campaigns should be designed on the basis of analytics/user behaviour jointly with the Bank. Proper performance tracking and reporting of the campaign be done on daily basis with composite post campaign reporting to the designated bank staff.
- 9.3 Bidder to undertake Digital Marketing of the program by deploying regular e-mail and SMS communications to customers after consultation with Bank's Digital Marketing Team.
- 9.4 Studying and providing information and reports on various trends and impact of campaigns/strategies implemented respectively.
- 9.5 The creative will be given to the Bank on weekly basis to Banks team for Transaction Banking Department and Corporate Communication department. In addition to that the creative will be required on various festive days.

10. Migration:

- 10.1 All Existing reward points data of the Bank with complete details to be migrated to the proposed solution. The migration activity will be sole

responsibility of the Successful Bidder. Bank will arrange to provide existing data from existing vendor

10.2 Fraud Detection: Bidder should have automated fraud detection alerts, reports and triggers driving consequential actions.

11.Data Security System & Data Backup

11.1 Bidder is responsible for secure storage of the Bank data provided during the course of the engagement by the Bank. The bidder shall deploy Firewall with fully integrated Internet security and IP networking along with Intrusion Detection System, Virus protection, detection & maintenance of virus definitions etc. Bidder to maintain an efficient and effective back up of complete loyalty program.

11.2 Adequate redundancy and back up (DR Site) to support uninterrupted services. Bidder has to conduct DR Drill on regular interval and have to share the report with Bank.

11.3 Certification of compliance to PCI-DSS standards.

11.4 The bidder shall implement best practices available in industry to ensure secure Data transfer between client & servers, Data communication and integration with third party applications using Service-oriented Architecture (SOA) and SSL VPN for remote connectivity and management.

11.5 Storage Capacity should be sufficient to effectively store the data about customer profile, transactions, history, campaign record, outcome of a certain activity/campaign etc.

11.6 The bidder shall facilitate the Bank to migrate such data to Bank or new platform or vendor, upon completion of the tenure of the program/Termination of the arrangement, at no cost to the Bank.

12.Audit Trail

Bidder to maintain and provide audit trail of points earned and redeemed by Bank's customer and maintain history of the redemption of such rewards point. The Bidder system shall be available for audit by Bank or its representative or by regulatory authority or any other statutory body, as required from time to time with or without notice.

Bidder should provided System Audit report of their Data center or DR with certain empaneled Auditor.

13.Interface/ Dashboard for Admin:

- 13.1 The dashboard/ portal/ interface provided to the Bank team should be able to drill down to the customer level and provide details of customer profile, transaction bucketing, reward history etc. The customer level identification shall be basis upon common identifier between Bank and Bidder. Bank team should be able to do redemption on behalf of the customer if necessary.
- 13.2 Any other relevant details required by the Bank for effectively manage and monitor the program like Region/City wise spent, MCC wise spent etc.
- 13.3 Bank User should be empowered to redeem the loyalty points on the behalf of customer.

14. Digital Commerce Platform

The bidder will create an E-Store solution that will enable UCO Bank to provide a host of benefits and offerings to customers under one platform with seamless integration with UCO Bank Mobile Banking and Internet Banking. The bidder to provide market place wherein hosts of items ranging from electronics to house hold, recharge, personal care, travel etc. to be available. Apart from payment it enhances customer convenience by providing holistic view of account and other benefits. It is a ONE STOP platform, accessible through single sign on via existing Internet Banking and Mobile Banking, which will enable:

1. Customers to compare and shop across products.
2. Affiliate Redirection
3. Bin lock and allow customers the ability to pay only with UCO Bank credit/debit card.

The selected partner needs to be in ready state to offer the solution within 3 months of the purchase order.

15. TECHNICAL Compliance

Participating bidder and their solution will be checked and verified on the following given criteria (but not limited to) and the bidder and solution which scores satisfactory marks (as mentioned in RFP) will proceed forward for commercial evaluation.

Sr. No.	Evaluation Parameter
1	Experience in managing end- to-end loyalty at least 2 institution out of which one should be Schedule Commercial Bank
2	Stable and Scalable Loyalty Technology platform with capability to carry out customizations as per Bank requirements expeditiously.
3	Number of Customer Loyalty Accounts managed.
4	Number of Banking channels managed from amongst the following list: ➤ Debit cards ➤ UPI ➤ Internet Banking ➤ Mobile Banking ➤ ATM ➤ POS/E-com transactions ➤ CASA & various accounts ➤ Loan Portal
5	Ability to support multiple Languages (Hindi and English) on the program portal of the Bank.
6	Ability to support multiple tiers with differentiated accrual rates, lapses and redemption options
7	Capability of providing multiple options for customers to redeem their loyalty points across various redemption category.
8	Capability to provide customers the option to redeem their loyalty points across all the redemption categories as defined below through a mobile application
9	Ability to provide customers the option to redeem their loyalty points in-store across high number of outlets
10	Ability to manage redemption using Points + Bank's other channels like Alternate Delivery Channel or Cash.
11	Ability to manage redemption of loyalty points through the IVR channel
12	Ability to support multiple vendors per redemption service and scalable integration of redemption services
13	Fully integrated communication management to send e-mail/ SMS and customized campaigns at every step of the loyalty program process
14	Data Security: Certification for PCI-DSS standards
15	Demonstration of in-depth understanding of the Bank requirements from the Loyalty Program through the technical proposal supplemented by Presentation, Demo& interactions using actual case studies (implemented by the Bidder).

Part-V

1. Order Details

The purchase order will be placed by UCO Bank Head Office, Transaction Business Department (TBD) 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. 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-K** 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.

3. Preliminary Security

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.

4. 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.

5. Right to Alter Quantities

The Bank reserves the right to alter the number of Licenses for which ATS is specified in the tender document in the event of changes in plans of the Bank. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder. The Bank reserves the right to place order for additional hardware equipment's at the agreed price during the contract period with the same terms and conditions.

6. Schedule Of Implementation

The delivery of End to End Management of Enterprise Wide Loyalty Program must be implemented as per the following time schedule:

S No.	Task	Duration
1.	Delivery of the END to END Loyalty Solution	6 Weeks from the date of Acceptance of Purchase Order/LOI

7. Uptime

The selected bidder has to ensure that all the devices (existing/procured under this RFP) should have an uptime of 99.98 %.

8. Penalty

Bank may impose penalty for as per the terms & conditions defined below:

a. Penalties due to Delay in Launch:

For any delay, over and above time lines from the date of acceptance of Purchase Order, LD @ 1% per week subject to a maximum of 10% contract value with **applicable** GST on LD amount will be levied and recovered from the final payment due. However, if there is a delay beyond the above period and/or amendments thereon, due to reasons attributable to the Bank, such period will be exempted from computation of delay for the purpose of LD. The bidder shall have to produce document showing "Reasons for delay to commence work" from the representatives of UCO Bank at respective locations. This, however, does not preclude the Purchaser from invoking the Performance Guarantee if warranted, as per the terms of this Bid Document.

b. Penalty for Non-performance:

- The Bank would expect the bidder to commit to the service level assurances. The Bidder shall commit to maintain uptime of web portal and mobile app 99.50% and above per month. Bidder has to submit the report of uptime to the Bank on monthly basis.
- The SLA will be reviewed on a monthly basis. Penalties will be applicable due to downtime of the Loyalty Solution as under:

Performance Area	Parameter	Penalty (% of the Bill Amount)
Uptime	100% - <99.50%	Nil
	>99.49 -97%	Up to 5 % of monthly Pay-out
	>97% to 95%	Up to 7% of Monthly Pay-out
	Less than 95%	Up to 10% of Monthly pay-out

c. Recovery of Penalty:

Amount of penalty will be recovered from vendor, on demand from Bank. The vendor undertakes to pay the penalty amount as prescribed by the Bank. Bank reserves the right to invoke the Bank Guarantee for recovering the penalty amount.

d. Penalty for Losses/breaches

- This shall be in addition to the penalty for not meeting SLA which is defined separately.
- Penalties will be levied @ Rs 50,000/ - per instance for any loss bank has suffered due to frauds taken place during the down time or non-availability or non-functionality of Loyalty Solution. In addition to this, please refer to the INDEMNITY clause in case of fraud amount exceeds per instance value.
- For repeat failure, higher penalty e.g. invocation of PBG, blacklisting etc. will be charged depending upon the severity of the fraud/delay in rectification of the problem at the discretion of the Bank.
- Penalty is not applicable for reasons attribute to the Bank and Force Majeure. However, the onus of proof lies with the bidder.

9. Liquidated Damage

Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the price of undelivered portion/ not installed services of per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total cost of ownership. Bank will have right to

recover these amounts by any mode such as adjusting from any payments to be made to the Bidder or from the performance Bank Guarantee. Liquidated damages will be calculated per week basis.

The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder.

10. Delivery Period:

The delivery of End to End Management of Enterprise Wide Loyalty Program must be implemented as per the following time schedule:

Sl No.	Task	Duration
1.	Delivery of the END to END Loyalty Solution	6 Weeks from the date of Acceptance of Purchase Order/ LOI

11. Performance Bank Guarantee

The successful bidder shall be required to provide a Bank Guarantee for 10% of the Total Order Value issued by any scheduled commercial bank (other than UCO Bank) valid for **39 months (36+3 months claim period)**, indemnifying any loss to the Bank, as per the format of **Annexure – IV**. The bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level Agreement (SLA). **Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.**

The Performance Bank Guarantee shall act as a security deposit and either in case the prime vendor 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 Prime Vendor is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD on Delivery and installation.

12. Independent External Monitor(s)

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.

- i. Shri S. R. Raman
1A-121, Kalpataru Gardens
Near East-West Flyover
Kandivali East, Mumbai - 400101
E-mail:- raman1952@gmail.com
 - ii. Ms. Vijayalakshmi R Iyer
Flat No. – 1402, Barberry Towers,
Nahar Amrit Shakti,
Chandivali, Powai, Mumbai – 400072
E-mail:- vriyer1955@gmail.com
- a. The Bank has appointed Independent Monitors (hereinafter referred to as Monitors) for the Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors given in the Pre Contract Integrity Pact to be submitted by the bidder as per **Annexure – XIV**.
 - b. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
 - c. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
 - d. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
 - e. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
 - f. The bidder (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
 - g. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties/The parties will offer to the Monitor the option to participate in such meetings.

- h. The Monitor will submit a written report to the designated Authority of Bank within 8 to 10 weeks from the date of reference or intimation to him by the Bank and should the occasion arise, submit proposals for correcting problematic situations.

13. Price Validity

The bidder shall keep the price valid for a period of 180 days from the date of submission of bid. The Bank further 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.

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 validity period.

Further, subsequent to the orders being placed/ agreement executed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies viz. GST.

The bidder shall keep the price valid for a period of 180 days from the date of submission of bid. The Bank further 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.

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 validity period.

Further, subsequent to the orders being placed/ agreement executed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies viz. GST.

14. Payment Authority

The payment will be made by UCO Bank, Head Office, Transaction Business Department (TBD). However, all the payments shall be subject to the performance / delivery of the Services to the satisfaction of the Bank for this purpose.

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.Payment Terms:-

One time set up fee to be paid after successful operation of platform for 1 month. Rest of the commercial to be paid on monthly basis on submission of invoices for the services rendered. Selected partner to submit all relevant documents against the invoices raised. Invoices to be raised in the name of Assistant General Manager, Transaction Banking Department, Head Office, Kolkata.

16.Contract Period

The tenure of the Contract will be for a period of 3 (three) years effective from the date of execution of the Service Level Agreement (SLA) unless terminated earlier by the Bank by serving 90 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of 3 (three) years, the contract may be extended/renewed for such further period and on such terms and conditions as would be decided by the Bank.

The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.

17.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 defense 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.

18. 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.**

19. Award of Contract

The bidder who qualifies in the technical evaluation will qualify for commercial evaluation. The bidder whose bid has been determined to be responsive and who has emerged as lowest quote as per calculation of T1 L1 method will be treated as L1 Bidder.

20. Compliance with Laws

- a. The selected service provider hereto agrees that it shall comply with Labour Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.
- b. The selected service provider has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labour (Abolition and Regulation Act) and other labour laws. The service provider shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.

If at any time during the term of this Agreement, if UCO Bank is informed or information comes to its attention that the selected service provider is or may be in violation of any terms and conditions mutually agreed between the UCO Bank and the service provider, which proves to be unsatisfactory to the UCO Bank, then the UCO Bank shall be entitled to terminate this Agreement by giving not less than one month notice in writing.

21. 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 maybe 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,
- Situations, 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.

22. 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.

23. 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 selected bidder 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) 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.
- II) 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.
- III) 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.
- IV) 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 become absolute.

24. 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

25. 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.

26. Privacy and 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 safeguards 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.

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.

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 favorable 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 favorable 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.

28. 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 Intent 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.

29. 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.

30. 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.

31.Termination for Convenience

The Bank, by written notice sent to the vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

32.Termination for Insolvency

The Bank may at any time terminate the Contract by giving written notice **(90 day's 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.

33.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.

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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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).

39. 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.

40. 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.

41. 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.

ANNEXURES

(Letter to the Bank on the Bidders Letterhead)

To
Deputy General Manager,
Department of Information Technology
UCO Bank Head Office-2 (5th Floor)
3 & 4 DD Block, Salt Lake Sector 1
Kolkata- 700064
West Bengal

Date: 22/10/2020

Dear Sir,

Sub: Your RFP for End to End Management of Enterprise Wide Loyalty Program (Re-tendering) RFP Ref. No. HO/DIT/BPR&BTD/OA/2042/2020-21 dated 22/10/2020

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for supply of the equipment as detailed in your above referred RFP. We agree to all the terms and conditions mentioned in the RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP. We also confirm that the offer shall remain valid for 180 days from the date of the offer.

We also understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

We enclose Demand Draft/Bank Guarantee for **Rs.10,00,000/- (Rs. Ten Lakh only)** favouring UCO Bank and payable at Kolkata, towards bid security, details of the same are as under:

No. :
Date :

Name of Issuing Bank :

Yours faithfully,
(Name & Designation, seal of the firm)

Eligibility Criteria Compliance

Sl.No	Eligibility Criteria	Documents Required	Compliance (Y/N)
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>Concerns registered as MSME Entrepreneur should a valid MSME certificate.</p> <p>The MOA/AOA should have the provision of conducting the line of business sought in the RFP.</p>	<p>Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, to be submitted.</p> <p>Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.</p>	
2	Bidder should have a minimum annual turnover of Rs. 2 Crores in Indian market for each of the immediate last 3 financial years as per audited Balance sheet (2016-17, 2017-18 and 2018-19).	Copy of the audited balance sheet, certificate from the Chartered Accountant (in case of Provisional Balance Sheet for 2019-20) of the company showing profit, Net-worth and turnover of the company for the consecutive last three financial years i.e. 2016-17, 2017-18 & 2018-19 should be submitted.	
3	Bidder should have positive net worth in last 2 financial years, 2017-18 and 2018-19 as per audited Balance Sheet.		
4	The Proposed Loyalty Solution by the bidder should have been implemented or under implementation in at least two institutions out of which one should be scheduled commercial banks in India or multinational Bank having setup in India or in any 3 NSE/BSE listed company.	Documentary evidence with Satisfactory Working Certificates from respective Banks including names of clients with Phone, E-Mail IDs etc.	
5	Bidder should be PCI-DSS Compliant or secure certification within 6 months from the date of acceptance of	Copy of Certificates/ Documentary Evidence stating the certification is	

	purchase order for this RFP. If the Bidder failed to produce the certificate within 6 months from the date of acceptance of purchase order for this RFP, the contract will be cancelled and the EMD will be forfeited.	under process to be submitted.	
6	The Bidder should have both primary Data Center and DR Center with full back up arrangement within the geographical location of India and the Data Center should be ISO 27001 certified. The arrangement of primary bidder with third party Data Centre service provider for DC and DR hosting in India provided it should be ISO 27001 certified. Bidder should ensure Irrespective of technology, Data, its Storage , Data Centre and DR Centre must be in India.	Copy of Certificates to be submitted.	
7	The Bidder should have the infrastructure for providing 24x7 supports and attending timely to the customer grievances about the loyalty program.	A declaration to this effect has to be submitted by the Bidder.	
8	The Bidder should have the capability of processing around 30 Million transactions per month towards posting loyalty points at the time of the submission of RFP and should be able to ramp up the capacity further in the future as per bank's requirement	Documentary Evidence to be submitted.	
9	The Bidder should have ability to provide complete audit trails of points earned and redeemed.	Self-declaration to that effect should be submitted on company letter head.	
10	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.	Self-declaration to that effect should be submitted on company letter head.	
11	The service provider should ensure that there are no legal proceedings / inquiries pending against service	Declaration in the letterhead of the service provider's company to that	

	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.	effect duly certified by Statutory Auditor/CA /CS should be submitted.	
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Note:

- 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 serves the right to verify/evaluate the claims made by the bidder independently or by virtue of a third party.
- Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidders.
- Scheduled Commercial Banks /Institution refer to Scheduled Commercial Bank/Institution in India only.

Once the bidders qualify the eligibility criteria, they will be eligible for the Technical Bid Evaluation. Offers received from the bidders who do not fulfill all or any of the above eligibility criteria are liable to be rejected.

Technical evaluation sheet

Sr. No.	Evaluation Parameter	Max Marks	Scoring Criteria	Evidence of compliance to be submitted
1	Experience in managing end- to-end loyalty in at least 2 institution out of which one should be Schedule Commercial Bank	05	01 Marks for Up to 1 03 Marks Upto 2 institutions 05 Marks More than 2 institutions	Certificate from institution where service is provided.
2	Stable and Scalable Loyalty Technology platform with capability to carry out customizations as per Bank requirements expeditiously.	05	05 marks: Proprietary Technology platform with source code. 02 marks: Third party technology platform.	Suitable Documentary Evidence to this effect to be submitted.
3	Number of Customer Loyalty Accounts managed.	10	10 marks: for 30 million and above accounts 06 marks: 20-29 million accounts 04 marks: for 10-19 million Accounts 02 marks: for 5-10 million Accounts	Suitable Documentary Evidence to this effect to be submitted.
4	Number of Banking channels managed from amongst the following list: ➤ Debit cards ➤ UPI ➤ Internet Banking ➤ Mobile Banking ➤ ATM ➤ POS/E-com transactions ➤ CASA & various accounts ➤ Loan Portal	10	10 marks: All channels 08 marks: 4-5 channels 04 marks: 2-3 channels 02 mark: 1 channel	Suitable Documentary Evidence to this effect to be submitted.

5	Ability to support multiple Languages (Hindi and English) on the program portal of the Bank.	02	<p>02 marks: Capability to support ≥ 2 languages on the Bank Program portal.</p> <p>No marks: No capability to support languages other than English on the Bank program portal.</p>	Suitable Documentary Evidence to this effect to be submitted.
6	Ability to support multiple tiers with differentiated accrual rates, lapses and redemption options	02	<p>02 marks: Capability to support tiers with differentiated accrual rates, lapses and Redemption options.</p> <p>No marks: No capability to support the above features</p>	Suitable Documentary Evidence to this effect to be submitted.
7	Capability of providing multiple options for customers to redeem their loyalty points across various redemption category.	10	<p>10 marks: Capability in providing redemption across 10 or more categories</p> <p>07 marks: Capability in providing redemption across 5 to 7 categories</p> <p>05 marks: Capability in providing redemption across 2 to 5 categories</p> <p>No marks: Capability in providing redemption for less than 2 categories</p>	Suitable Documentary Evidence to this effect to be submitted.
8	Capability to provide customers the option to redeem their loyalty points across all the redemption categories as defined below through a mobile application	03	<p>03 marks: Capability in Providing redemption across 6 or more categories through Mobile Application.</p> <p>02 marks: Capability in providing redemption across 4 to 5 categories through Mobile Application</p> <p>01 marks: Capability in providing redemption across 2 to 3 categories through Mobile Application</p> <p>No marks: Capability in providing redemption across less than 2 categories through Mobile Application</p>	Suitable Documentary Evidence to this effect to be submitted.

9	Ability to provide customers the option to redeem their loyalty points in-store across high number of outlets	05	05 marks: Ability to provide instant redemption at the stores through 1000+ Outlets 03 mark: Ability to provide instant redemption at the stores through 500+ Outlets No marks: No ability to provide instant redemption at the stores.	Suitable Documentary Evidence to this effect to be submitted.
10	Ability to manage redemption using Points + Bank's other channels like Alternate Delivery Channel or Cash.	02	02 marks: Capability to manage redemption. No marks: No capability to manage redemption.	Suitable Documentary Evidence to this effect to be submitted.
11	Ability to manage redemption of loyalty points through the IVR channel	02	02 marks: Capability to manage redemption through IVR channel No marks: No capability to support redemption through the IVR channel	Suitable Documentary Evidence to this effect to be submitted.
12	Ability to support multiple vendors per redemption service and scalable integration of redemption services	02	02 marks: Capability to support ≥ 2 vendors per redemption service No marks: No capability to support multiple vendors per redemption service	Suitable Documentary Evidence to this effect to be submitted.
13	Fully integrated communication management to send e-mail/ SMS and customized campaigns at every step of the loyalty program process	02	02 marks: Capability to provide integrated communication management. No marks: No capability to support integrated communication management	Suitable Documentary Evidence to this effect to be submitted.
14	Data Security: Certification for PCI-DSS standards	5	05 marks: If PCI-DSS Certified. 02 marks: If compliant with the PCI-DSS standards and confirming to provide complete roadmap for becoming PCI DSS certified company within 6 months of award.	Suitable Documentary Evidence to this effect to be submitted.

			Not eligible: If not compliant.	
	Bidder should provided System Audit report of their Data center or DR with cert-in empaneled Auditor.	5	05 Marks : for submission of audited report. No Marks: for non-submission of the certificate	Latest System Audit report from cert-in empaneled auditor is to submitted
15	Demonstration of in-depth understanding of the Bank requirements from the Loyalty Program through the technical proposal supplemented by Presentation, Demo& interactions using actual case studies (implemented by the Bidder).	30	Subjective Evaluation by Bank's team based on presentation and demo on Major Bank Institution. Presentation to be submitted along with the bid. Innovation and suggestion done on Customer engagement. Best practices adopted in relation to loyalty rewards with their other clients. (above two points, any of their clients having the customer base of 10 lakhs or above)	Presentation of the product with live examples (wherever possible) to be given on invitation of Bank in Bank's premises.
	Total	100		

Note:

- Only India experience would be taken into account as part of the evaluation.
- The Bidder is required to provide documentary evidence for each of the above criteria and the same would be required on the client's letter head in case of credentials.
- The Bid will be evaluated by a Committee of officers of the Bank. If warranted, the Bank may engage the services of external Bidders for evaluation of the Bid.

Signature:

Name and designation:

Office Seal

1. TURNOVER AND P&L DETAILS:**(Bidders have to submit Xerox copies of Audited Balance Sheet / P&L).**

(Amount in Lakh)

F Y	Turnover	Net-worth	Profit and Loss

2. Experience details:

(Submit Xerox copies of POs (Purchase Orders) and Performance Certificate as support documents).

Details of solution provided to meet eligibility criteria:

Sl. No.	PO No. and date	Order placed by Organization	Qty.	Cumulative Total

Yours faithfully,

SIGNATURE

(Name & Designation, seal of the firm)

Format for Bank Guarantee for EMD

To
 Deputy General Manager,
 DIT, UCO Bank Head Office-2 (5th Floor)
 3 & 4 DD Block, Salt Lake Sector 1
 Kolkata-700064
 West Bengal

Dear Sir,

Sub: Your RFP for End to End Management of Enterprise Wide Loyalty Program (Re-tendering) RFP Ref. No. HO/DIT/BPR&BTD/OA/2042/2020-21 dated 22/10/2020

In response to your invitation to respond to your RFP dated _____ for End to End Management of Enterprise Wide Loyalty Program, M/s _____ having their registered office at _____ (hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) for self and other associated vendors and submit the proposal for providing End to End Management of Enterprise Wide Loyalty Program and to provide related services as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of Rs. 10.00 Lakh (Rupees Ten Lakh only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

- 1) If the Vendor withdraws his proposal during the period of the proposal validity; or
- 2) If the Vendor, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on demand to UCO Bank the said amount of Rupees Ten Lakh without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by UCO Bank which shall be conclusive and binding on us irrespective of any dispute or difference raised by the vendor.

Notwithstanding anything contained herein:

- 1) Our liability under this Bank guarantee shall not exceed Rs.10.00 Lakh (Rupees Ten lakh only).
- 2) This Bank guarantee will be valid up to _____; and
- 3) We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this _____ day of _____ at _____.

Compliance Certificate

To

**Deputy General Manager,
Department of Information Technology
UCO Bank Head Office-2 (5th Floor)
3 & 4 DD Block, Salt Lake Sector 1
Kolkata- 700064**

Dear Sir,

Sub: Your RFP for End to End Management of Enterprise Wide Loyalty Program (Re-tendering) RFP Ref. No. HO/DIT/BPR&BTD/OA/2042/2020-21 dated 22/10/2020

1. Having examined the tender document including all annexures, the receipt of which is hereby duly acknowledged, we the undersigned offer to Supply, Install, End to End Management of Enterprise Wide Loyalty Program, at UCO Bank in conformity with the said tender document and in accordance with our proposal and the schedule of prices indicated in the price bid and made part of this tender.
2. If our bid is accepted, we undertake to complete the project within the scheduled time lines.
3. We confirm that this offer is valid for 180 days from the last date for submission of tender document to UCO Bank.
4. This bid together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We agree that UCO Bank is not bound to accept the lowest or any bid that UCO Bank may receive.
7. We have never been barred/black-listed by any Bank or regulatory /statutory authority in India.

SIGNATURE

(Name & Designation, seal of the firm)

ANNEXURE-G

Queries on the Eligibility Criteria, Scope of work, Terms & Conditions etc provided (Word Document)

Please email the form to hodit.proc@ucobank.co.in; digital@ucobank.co.in; vimlesh.pandey@ucobank.co.in

Sub: Your RFP for End to End Management of Enterprise Wide Loyalty Program (Re-tendering) RFP Ref. No. HO/DIT/BPR&BTD/OA/2042/2020-21 dated 22/10/2020

Bidders have to provide their queries on Eligibility Criteria, Scope of work, Terms & conditions etc. Bidders are requested to categorise queries under appropriate headings such as those pertaining to eligibility criteria, scope of work, terms & conditions etc. Bidders are also requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below:

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	Subject/Description	Query sought/Suggestions of the Bidder

SIGNATURE

(Name & Designation, seal of the firm)

ANNEXURE-H**LETTER OF AUTHORISATION TO BID**

No.

Dated: / /2018

**Deputy General Manager,
Department of Information Technology
UCO Bank Head Office-2 (5th Floor)
3 & 4 DD Block, Salt Lake Sector 1
Kolkata- 700064**

Dear Sir,

Sub: Your RFP for End to End Management of Enterprise Wide Loyalty Program (Re-tendering) RFP Ref. No. HO/DIT/BPR&BTD/OA/2042/2020-21 dated 22/10/2020

This has reference to your above RFP for End to End Management of Enterprise Wide Loyalty Program (Re-tendering) of With 3 years Contract Period, Mr/Mrs/Miss_____ is hereby authorised to submit the bid documents, to submit on-line-sealed bid, to participate in reverse auction and to sign the contract on behalf of our organisation for all the systems/ goods required by the bank as called for vide the bank's request for proposal vide RFP No.DBD/DCCC/2018-01 on DD/MM/YYY on behalf of our organization. We confirm that the person so authorized above has digital signatures (with encryption facility) in company name and confirm that all the prices quoted in on-line-sealed bid or in reverse auction by him shall be binding on us. He/ She is also authorized to take decisions on behalf of the company till RFP process is completed.

Certified Xerox copy of Power of Attorney (P/A) of the person authorising such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the above firm against this RFP.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name of Authorizing Authority (Certified Xerox copy of P/A of authorised Signatory/authority is to be submitted)

Note:

1. This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.
2. The details of Digital Signatures are as below:

SL	Name of the Person Email Address & Contact No	Digital Signature Number (Class 3)	Certifying Agency	Valid up to

(TERMS AND CONDITIONS COMPLIANCE TABLE)

Note: Bid proposals not conforming to all terms (as per RFP terms & conditions) mentioned below, will not be taken for further evaluation and may be treated that bid proposal as Technically non- responsive. Bank will not entertain any correspondence in this regard.

Table I:

S.N o.	Description	Submitted Yes/No	Page No. of Bid Docume nt	Deviation ns, if any
1	Power of Attorney from the Company to the Employee participating in the Bid			
2	Bid Security			
3	Cost of RFP			
4	Manufacturer's Authorisation Form			
5	Letter of Authorisation to Bid			

Table-II:

S.N o.	Description	Complied Yes/No	Page No. of Bid Docume nt	Deviation ns if any
1	Performance Security			
2	Payment Terms			
3	Delivery			
4	Liquidated Damages			
5	Force Majeure			
6	Indemnity			
7	Liability of the bidder			
8	Termination for default			
9	Negligence			
10	Scope of Work			
11	Warranty Terms			
12	Non-Disclosure Agreement			

We confirm compliance of all the above terms and conditions and also other conditions of RFP, except for the deviations mentioned above.

Signature of the bidder with designation Company Seal.

COMMERCIAL OFFER

(To be given on the Company's Letter Head)

Deputy General Manager
Department of Information Technology
UCO Bank Head Office-2 (5th Floor)
3 & 4 DD Block, Salt Lake Sector 1
Kolkata- 700064
West Bengal

Dear Sir,

REF: Response to RFP_____dated_____End to End Management of Enterprise Wide Loyalty Program (Re-tendering)

Price Bid for Setting up Contact Centre (Both the Locations)

Total Cost of Ownership (TCO) = _XXXX_

Sr No	Particulars		YEAR 1	YEAR 2	YEAR 3
		A1			
1	Onetime Cost for Implementation of Loyalty Solution including (setting up System/Website/Mobile Application (A)	XXXX			
			B1	B2	B3
2	Yearly Administrative Fees in Rs Lakh (B)		XXXX	XXXX	XXXX
3	Points Likely to be		50 Lakhs	1Crore	1.5 Crore

	redeemed per month							
			Rate per Points in Rs	Amount in Rs(C1)	Rate per Points in Rs	Amount in Rs(C2)	Rate per Points in Rs	Amount in Rs(C3)
4	Cost per point redemption		XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
5	Total Project Cost for 3 Years A1+B1+B2+B3+(C1+C2+C3)* 12		XXXX					
	Total in words:		XXXX					

Note: Set up fees: One Time; Administrative Fees: Post Completion of Year; Redemption Fees: Monthly.

The above quotation is subject to the following considerations:-

- i. The calculation for arriving at TCO is properly mentioned in the appropriate columns. In case of any anomalies in the calculation for arriving at TCO the Bank will have the right to correct the same and it will be binding upon our company. Hence, for arriving at L1 bidder, TCO will be taken excluding GST.
- ii. 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. All cost is quoted in INR only.
- iii. In case of any discrepancy between figures & words, the amount in words shall prevail.
- iv. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- v. It is ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
- vi. Bidder has not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions.
- vii. 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.
- viii. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- ix. 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.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 22.10.2020 and subsequent pre-bid and amendments.

Company Seal
Date
Name & Designation:

Authorized Signatory

COMMERCIAL OFFER

(To be given on the Company's Letter Head)

Deputy General Manager
Department of Information Technology
UCO Bank Head Office-2 (5th Floor)
3 & 4 DD Block, Salt Lake Sector 1
Kolkata- 700064
West Bengal

Dear Sir,

REF: Response to RFP_____dated_____End to End Management of Enterprise Wide Loyalty Program (Re-tendering)

Price Bid for Setting up Contact Centre (Both the Locations)

Total Cost of Ownership (TCO) = _XXXX_

Sr No	Particulars		YEAR 1	YEAR 2	YEAR 3
		A1			
1	Onetime Cost for Implementation of Loyalty Solution including (setting up System/Website/Mobile Application (A)				
			B1	B2	B3
2	Yearly Administrative Fees in Rs Lakh (B)				
3	Points Likely to be		50 Lakhs	1Crore	1.5 Crore

	redeemed per month							
			Rate per Points in Rs	Amount in Rs(C1)	Rate per Points in Rs	Amount in Rs(C2)	Rate per Points in Rs	Amount in Rs(C3)
4	Cost per point redemption							
5	Total Project Cost for 3 Years $A1+B1+B2+B3+(C1+C2+C3)*12$							
	Total in words:							

Note: Set up fees: One Time; Administrative Fees: Post Completion of Year; Redemption Fees: Monthly.

The above quotation is subject to the following considerations: -

- i. The calculation for arriving at TCO is properly mentioned in the appropriate columns. In case of any anomalies in the calculation for arriving at TCO the Bank will have the right to correct the same and it will be binding upon our company. Hence, for arriving at L1 bidder, TCO will be taken excluding GST.
- ii. 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. All cost is quoted in INR only.
- iii. In case of any discrepancy between figures & words, the amount in words shall prevail.
- iv. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- v. It is ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
- vi. Bidder has not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions.
- vii. 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.
- viii. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- ix. 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.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 22.10.2020 and subsequent pre-bid and amendments.

Company Seal
Date
Name & Designation:

Authorized Signatory

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) hereinafter referred to as Stores and / or Services.

And

M/s_____ 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. 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 EMD /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

Signature:

Authorized Signatory

Department of IT

Place:

Date:

Witness:

(Name & Address)

BIDDER /SELLER

Signature:

Authorized Signatory

Witness:

(Name & Address)

Annexure –L**Escalation Matrix**

Name of Company:

Delivery Related Issues:

Sl. No	Name	Designation	Full office Address	Phone No	Mobile No	Fax	Email addresses
		First Level Contact					
		Second Level Contact (if response is not received in 24 hours)					
		Regional/Zonal Head (if response is not received in 48 hours)					
		Country Head (if response is not received in 1 week)					

Name of Company:

Services Related Issues:

Sl. No	Name	Designation	Full office Address	Phone No	Mobile No	Fax	Email addresses
		First Level Contact					
		Second Level Contact (if response is not received in 4 hours)					
		Regional/Zonal Head (if response is not received in 24 hours)					

		Country Head (if response is not received in 48 hours)					
--	--	---	--	--	--	--	--

Any change in designation, substitution will be informed to

the bank immediately Signature:

Name of

Representative:

Designation:

Company Seal:

Performance Bank Guarantee Format

Sub: Request for Proposal (RFP) For Engagement of Vendor for End to End Management of Enterprise Wide Loyalty Program (RFP REF NO: DIT/MTBD/RFP/_____/2019-20, Dated: _____).

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 BANKII) 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 fulfilment 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 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 upto and
- 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.*

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into on thisday of, 2020

BETWEEN

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

AND

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

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

WHEREAS the Vendor/Receiving Party is *inter alia* engaged as services provider to implement **End to End Management of Enterprise Wide Loyalty Program** as per the terms and conditions specified in the RFP ref. no **DIT/BPR & BTD/OA/5605/2019-20 dated: 06/03/2020**. The Vendor/Receiving Party would be 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 vendor to Implementation of Anti-Money Laundering (AML) Solution .

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

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

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

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

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

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

3. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the "**Receiving Party**") shall, for contract period of eighteen (18) months 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.....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 endeavour 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 security 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 Thirty (30) 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 18 Months from the date of the last disclosure of Confidential Information made under this Agreement or till the period further extended by the Bank.

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.

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

.....

Signature: _____

Name: _____

Designation: _____

Date: _____

-----End of Document-----