

**Request for Proposal (RFP)  
For  
Lead Management Application Solution (Re-Tendering)**



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

**RFP REF NO: DIT/BPR & BTD/OA/2043/2020-21  
Date: 22/10/2020**

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

This document is prepared by UCO Bank for its requirement of Lead Management Application Solution(Re-Tendering).

### **Disclaimer**

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

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**Bid Control Sheet**

<b>Tender Reference</b>	DIT/BPR & BTD/OA/2043/2020-21 dated 22/10/2020
<b>Cost of Tender Document</b>	Rs.10,000/- (Rupees Ten Thousand only)+Applicable GST (18%)
<b>Date of issue of RFP</b>	22/10/2020
<b>Earnest Money Deposit (EMD)</b>	Rs.4,00,000/- (Rupees Four Lakhs only, in the form of BG)
<b>Date of commencement of sale of tender document</b>	22/10/2020
<b>Pre-Bid queries submission Date</b>	On or before 02/11/2020 upto 3:00 PM
<b>Pre- Bid Meeting Date &amp; Time</b>	03/11/2020 at 12:30 PM
<b>Last Date and Time for receipt of tender bids</b>	24/11/2020 at 4:00 PM
<b>Opening of Eligibility and Technical bids</b>	24/11/2020 at 4:30 PM
<b>Opening of Indicative Commercial Bid and Reverse Auction.</b>	Will be informed subsequently to technically qualified bidders. For Reverse Auction- After opening of Indicative Commercial Bid.
<b>Address of Communication</b>	UCO BANK, Head Office-2, Department of Information Technology, 5 <sup>th</sup> Floor,3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064.
<b>Email address</b>	<a href="mailto:hodit.proc@ucobank.co.in">hodit.proc@ucobank.co.in</a> <a href="mailto:ho.mktg@ucobank.co.in">ho.mktg@ucobank.co.in</a>
<b>Contact Telephone</b>	Tel :033-4455 9770 / 9633 /
<b>Bids to be submitted</b>	Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5 <sup>th</sup> 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 4:30 p.m. 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 Introductions**

UCO BANK, a body Corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata- 700001, India, hereinafter called "The Bank", is one of the leading public sector Banks in India having more than 3000 branches. All the branches of the Bank are CBS enabled through Finacle (Ver. 7.0.25) as a Core Banking Solution and soon going to be upgraded to Finacle (Ver. 10.X).

Bank is planning to procure Mobile Application (App) and Web Portal for real time tracking and helping all marketing officers engaged by the Bank in Lead Generation, Monitoring, Reporting and co-ordinating with Lead, Branch, and Administrative offices. The Application should also be capable of capturing customer's enquiry/application for CASA account/retail loans for onward submission to branches/retail hubs for further processing. Also, the proposed solution should have dashboard facility for reports and monitoring.

### **1. Overview or Objectives**

UCO BANK is pleased to invite proposal from the prospective bidders having proven past experience and competence in the field of developing Mobile Application and Web portal for offering services to various banks at different locations in India. The proposed mobile application should be made available to Bank apart from being available in Google drive.

Proposed Lead Management Application Solution should enable real time tracking, monitoring and reporting of Marketing Officers and lead generation by Marketing Officers as well as other staff of the Bank at different stages of the visit, lead and actual business. The tracking, monitoring and reporting should not affect performance of the sources system.

The solution will have Visit and Lead repository for the leads obtained from different sources (HRMS, Website, Chats, IVR, Calls, Bulk Upload, campaigns) and further the lead management thereof.

### **2. Eligibility Criteria**

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

<b>Sl. No.</b>	<b>Clause</b>	<b>Documents required</b>
<b>1</b>	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013	Certificate of Incorporation & Commencement of Business (applicable for Public Ltd.



	<p>OR Registered Partnership Firm under Partnership Act 1932 or a Government Organization/ PSU/ PSE/ LLP.</p> <p>OR Concerns registered as MSME Entrepreneur &amp; still categorized as MSME as on RFP submission date.</p> <p>OR Start-ups as recognised by Department of Industrial Policy &amp; Promotion (DIPP)</p>	<p>Companies) for registered company / a Government Organization/ PSU/ PSE/ LLP. A certified copy of the same are required to be submitted with the Bid.</p> <p>Registration Certificate along with the latest partnership deed in case of partnership firm should be submitted as on RFP submission date.</p> <p>Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.</p> <p>Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME</p> <p>Relevant certificate issued by DPIIT(Department of Promotion of industry and internal trade)</p>
2 *	The Bidder should have minimum annual turnover of Rs. 50 Lakhs in any one year during last three financial years (2017-18, 2018-19 & 2019-20).	Copies of the audited balance sheets of the company showing turnover, positive net worth of the company as per clause of RFP in financial years (2017-18, 2018-19 & 2019-20) should be submitted along with Chartered Accountant Certificate.
3 *	Bidder should have maintained a positive net-worth in any two of last three financial year i.e. (2017-18, 2018-19 and 2019-20).	Audited Balance sheet for FY- 2019-20 is not present, Balance Sheet of FY 2016-17 will be considered for the purpose of evaluation only in case balance sheet is not audited as on date of submission of bid. A self-declaration by authorised representative is to be submitted.

4	<p>The bidder should be an OSD or their authorized representative in India. In case OSD participate in the tender process directly, authorized representative will not be permitted to participate in the same tender process.</p>	<p>Undertaking / Power of Attorney (PoA) from the OEM / OSD mentioning a clause that OEM / OSD will provide support services during warranty period if the bidder authorized by them fails to perform.</p> <p>In case of an authorized representative, a letter of authorization (MAF) / OSD Authorization Form from original manufacturer / solution developer must be furnished in original duly signed &amp; stamped (As per Annexure – III &amp; XIII).</p>
5	<p>Bidder should not have been black-listed by (the Central / any of the State Governments or any Financial Institutions in India as on date of RFP submission) any bank / institution in India.</p>	<p>Self-declaration to this effect on the company's letter head should be submitted.</p> <p>Bidder has to submit a Declaration in the format as mentioned in the Annexure – VII.</p>
6 *	<p>The bidder/OSD should be in business of providing similar application/solution with similar modules for at least 1 year and any one scheduled commercial banks / BFSI in India as on date of submission of bid.</p>	<p>Documentary evidence with relevant copies of Purchase Order /Satisfactory Working Certificates / Completion Certificates / Installation Reports / Project Sign-Offs in the last two years including names of clients with Phone and Fax numbers, E-Mail IDs etc.</p>
7 *	<p>In the proposed solution, at least lead management module must be running /used satisfactorily in at least one scheduled commercial banks / BFSI in India in last one year as on date of submission of bid.</p>	<p>Documentary evidence with relevant copies of Purchase Order / Satisfactory Working Certificates / Completion Certificates / Installation Reports / Project Sign-Offs in the last two years including names of clients with Phone and Fax numbers, E-Mail IDs etc.</p>
8	<p>The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory or investigative agencies or any other for which performance</p>	<p>Declaration in the letterhead of the bidder's company to that effect duly certified by Statutory Auditor should be submitted.</p>

under the contract will get adversely affected / may get affected.

\* Criterias are relaxed for Startups as recognised by Department of Industrial Policy & Promotion (DIPP)

Note:-

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

### **3. 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**

UCO Bank invites sealed tenders comprising of Eligibility Bid, Technical bid and Indicative Commercial bid from experienced bidders having proven capabilities of providing application/ solution in the field of developing Mobile Application and Web portal for offering real time tracking, monitoring, reporting, lead generation to various banks at different locations in India.

The solution shall cover enterprise wide real time/near real time Tracking and reporting of Marketing Officers (MOs). This will have the module for visit/prospective client management, Lead management, update client details along with photograph.

The solution will have Lead repository for the leads obtained from different sources (HRMS, Website, Chats, IVR, Calls, Bulk Upload, campaigns) and further the lead management thereof.

Against the above backdrop, UCO Bank Invites Request for Proposal (RFP) from the prospective bidders having proven past experience and competence in the field of providing Installation, customization, configuration and maintenance of the mobile application/solution required for Lead Management Application Solution for Marketing Officers and related services as per the scope given in this RFP document.

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

The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion

### **2. Due Diligence**

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

### **3. Tender Document and Fee**

A complete set of tender document can be obtained from the below mentioned address during office hours on all working days on submission of a written application along with a non-refundable fee of **Rs. 10,000.00/- (Rupees**

**Ten Thousand Only) + Applicable GST (18%)** in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata.

The tender document may also downloaded from the bank's official website [www.ucobank.com](http://www.ucobank.com). The bidder downloading the tender document from the website is required to submit a non-refundable fee of **Rs. 10,000.00/- (Rupees Ten Thousand Only)+ Applicable GST (18%)** in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata, or NEFT at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

In case of bidders being concern recognised by Department of Industrial Policy & Promotion (DIPP) as Startups and 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 DIPP/Ministry of MSME has to be submitted.

UCO BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof and without any cost or compensation thereof. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During the evaluation process at any stage, if it is found that the bidder does not meet the eligibility criteria or has submitted false / incorrect information the bid will be rejected summarily by The Bank.

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

#### **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 favor of UCO Bank payable at Kolkata for an amount mentioned hereunder:

<b>Particulars of Job to be undertaken</b>	<b>EMD</b>
Request for Proposal (RFP) For Lead Management Application Solution(Re-Tendering)	<b>₹ 4,00,000/- (Rupees Four Lakhs Only)</b>

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) with the Bank.

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

- i) If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- ii) 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
- iii) The selected bidder withdraws his tender before furnishing on unconditional and irrevocable Performance Bank Guarantee.
- iv) The bidder violates any of the provisions of the terms and conditions of this tender specification.
- v) 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:

- i) The document doesn't bear signature of authorized person on each page signed and duly stamp.
- ii) It is received through E-mail.
- iii) It is received after expiry of the due date and time stipulated for bid submission.
- iv) 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.
- v) Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.
- vi) Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- vii) The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP).
- viii) Non-submission of Pre Contract Integrity Pact as per format given in Annexure – XVI.

## **6. Pre-Bid Meeting**

The queries for the Pre-bid Meeting should reach us in writing or by email (attachment to be in document format only) on or before the date mentioned in the Bid Control Sheet by e-mail to [hodit.proc@ucobank.co.in](mailto:hodit.proc@ucobank.co.in). It may be noted that no query from any bidder shall be entertained or received after the abovementioned date. Queries raised by the prospective bidders 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**

- a. Bids once submitted will be treated, as final and no modifications would be permitted. No correspondence in this regard will be entertained.
- b. No bidder/sub-contractor shall be allowed to withdraw the bid after the deadline for submission of bids.
- c. The bidder/sub-contractor will not be allowed to withdraw from or seek amendments to the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such bidder shall be deemed as foreclosed

### **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/ STARTUPS**

As per recommendations of GOI, Bank suggest following for Startups and MSME bidders:

- i. In case of Bidder being Startups as recognised by Department of Industrial Policy & Promotion (DIPP), they shall be exempted from submission of Tender Fee, EMD, turnover requirement and prior experience requirement subject to their meeting of quality and technical specification prescribed by the Bank
- ii. MSME registered with the Central Purchase Organisation or the concerned Ministry of Department or MSME bidder registered 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, they shall be exempted from submission of Tender Fee and EMD, subject to their meeting of quality and technical specification prescribed by the Bank. Bids received without EMD and tender cost from bidders not having valid NSIC/DIPP registered documents for exemption will not be considered.
- iii. 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

exemptions. (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).

- iv. MSME bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Bank, they will be suspended for a period of three years from being eligible to submit bids for contracts with the Bank.
- v. An MSE unit will not get any purchase preference over any other MSE unit.
- vi. Bids received without EMD for bidders not having valid NSIC registered documents for exemption will not be considered. 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 Of Communication**

Offers / bids 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. Error and Omissions**

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

### **24. Acceptance Of Terms**

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

### **25. RFP Response**

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

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

### **26. Notification**

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

### **27. Erasures Or Alterations**

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

### **28. Clarifications On And Amendments To RFP Document**

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

### **29. Language Of Bids**

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

### **30. Authorized Signatory**

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

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

### **31. Submission Of Offer – Three Bid System**

UCO Bank will follow Three Bid System i.e. Separate Eligibility Bid – containing Eligibility Information, Tender Fee, Earnest Money Deposit in the form of Bank Guarantee OR certificate from Ministry of MSME (wherever required) and Pre Contract Integrity Pact (as per Annexure – XVI), Technical Bid – containing Technical Information and Indicative Commercial Bid – containing Price Information along with the soft copies (in non-optical storage) duly sealed and super-scribed as – RFP For Lead Management Application Solution(Re-Tendering) (Eligibility Bid), – RFP For Lead Management Application Solution(Re-Tendering) (Technical Bid) and – RFP For Lead Management Application Solution(Re-Tendering) (Commercial Bid) as per the format prescribed in Annexure – XXI(ii) respectively should be put in a single sealed outer cover duly sealed and super-scribed as – RFP For Lead Management Application Solution(Re-Tendering) as per the bid details given in the RFP.

Eligibility evaluation would be completed first followed by Technical & Functional evaluation. Thereafter, Price Information (Commercial Bid) of the eligible & technically qualified bidders will be opened. Lowest Bidder (L1) will be selected based on the Total Amount quoted in the Commercial Offer. The bids (along with soft copy preferably in non-optical drives like USB storage device, MMC cards etc) shall be dropped/submitted at UCO Bank's address given in Bid Control Sheet Table, on or before the date specified therein.

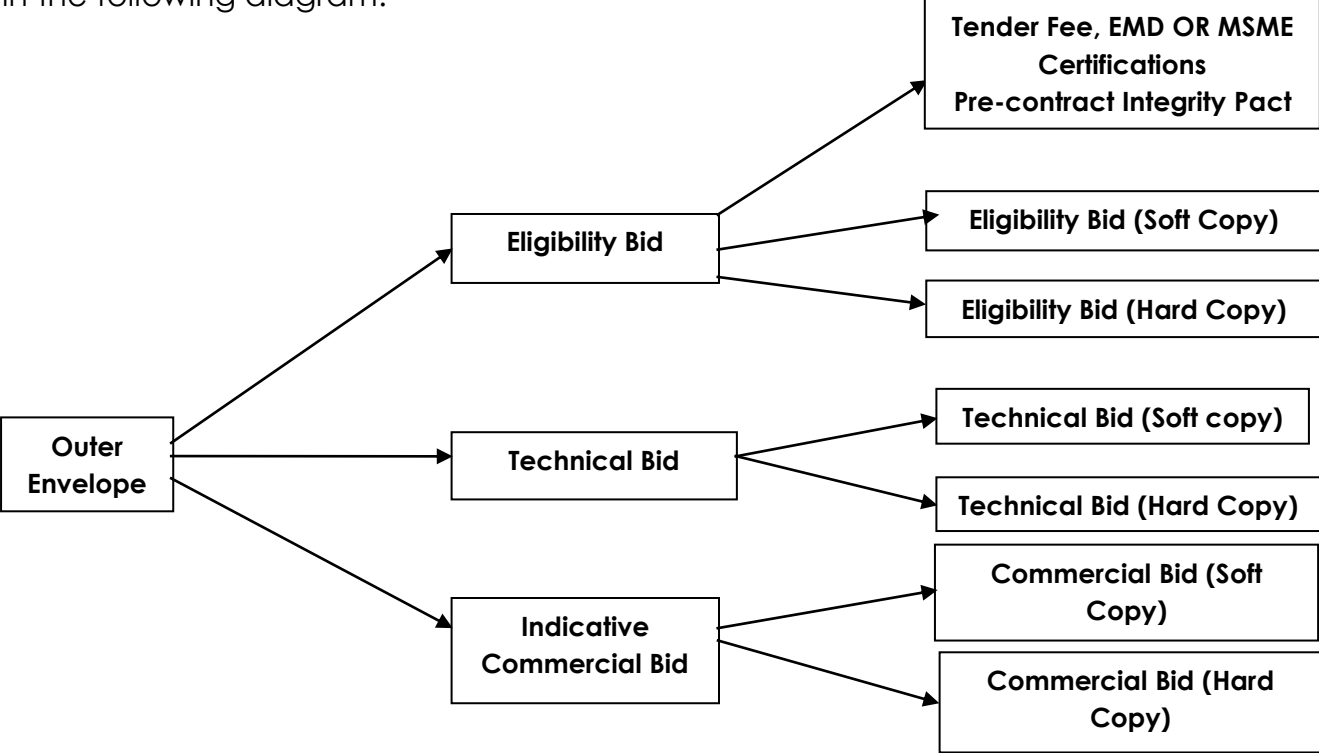
All envelopes must be super-scribed with the following information:

- Name of the Bidder
- Offer Reference
- Type of Offer (Eligibility or Technical or Indicative Commercial)

The Eligibility and Technical Offers should be complete in all respects and contain all information asked for, in the exact format of eligibility and technical

specifications given in the RFP, except prices along with the Tender Fee, Earnest Money Deposit in the form of Bank Guarantee and the Pre Contract Integrity Pact on a non-judicial stamp paper of requisite value (as per Annexure – XVI). Tender Offer forwarding letter prescribed in Annexure – I should be submitted with the Eligibility / Technical Offer. The Eligibility and Technical offers must not contain any price information. UCO BANK, at its sole discretion, may not evaluate Eligibility or Technical Offer in case of non-submission or partial submission of eligibility or technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder. The Technical bid should have documentary proof in support of Eligibility Criteria and Annexures. The entire RFP, Pre-bid responses along with all the Addenda and Corrigenda should be stamped & signed by the authorized signatory of the participating bidder and to be submitted to the Bank with all other documents as part of the Eligibility bid.

The envelopes separately should contain the documents in the order mentioned in the following diagram.



The Commercial Offer (Hard Copy) should contain all relevant price information as per Annexure – XXI(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 the Bank’s Name.

**Note:**

- i. If the outer cover / envelop are not sealed & super-scribed as required, the Bank will assume no responsibility for bid documents misplacement or premature opening.
- ii. The Indicative commercial offer (Hard Copy) should contain all relevant

price information.

- iii. 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.
- iv. 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.
- v. If any inner cover / envelop of a bid is found to contain Eligibility/ Technical & Indicative Commercial Bids together then that bid will be rejected summarily.
- vi. If any outer envelope is found to contain only the eligibility bid or technical bid or Indicative commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- vii. 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.
- viii. 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.
- ix. 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.
- x. Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

### **32. 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.



## **PART-III Bid Opening & Evaluation Criteria**

### **1. Stages Of Evaluation**

There would be Three (3) stages for evaluation process.

The Stages are:

- Eligibility Criteria Evaluation
- Technical Evaluation
- Commercial Evaluation

The Eligibility Criteria would be evaluated first for the participating bidders. The bidders, who qualify all Eligibility Criteria as mentioned in clause 2.1, 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 indicative commercial opening.

The Bank will open the 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.

### **Evaluation Methodology**

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

#### **1.1. Eligibility Evaluation**

The Eligibility would be evaluated first for the participating bidders. The bidders, who would qualify all Eligibility Criteria as mentioned in the RFP, will be shortlisted for the Technical bid evaluation.

#### **1.2. Technical & Functional Evaluation**

- a. First, Technical bid documents will be examined from the Eligibility Criteria angle. Bidders, who fulfil the eligibility criteria conditions related to bidder's financial stability and experience fully as mentioned in the RFP, their bids only will be taken up for further evaluation/selection process rejecting the remaining bids.
- b. The Bank will evaluate the technical responses of the bidders who are found eligible as per the eligibility criteria mentioned in the RFP.

- c. During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter / fax / e-mail seeking clarification / explanation.
- d. The Bidder should comply all points in scope of work in Part IV and all points in Annexure – XVIII. Bidders will be rejected from the bid process on non-compliance of any point either in scope of work or points in Annexure – XVIII.
- e. After technical evaluation commercial bids of only technically qualify bidders will be opened. Masked Bill of material must be attached in Technical offer and should not contain any price information.

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

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

<b>Response</b>	<b>Description</b>
Y	Yes, Available
N	No, Not Available

- If any bidder provides response other than 'Y' or 'N' the same will be treated as Not Available i.e. 'N'.

Bidder should comply with all the requirements given in Annexures – XVII. Non-compliance to any of the requirement in Annexures – VII may attract rejection of the proposal.

Apart from this, bidder must obtain at least 70% marks in Technical evaluation as per Annexure- XXVII to qualify for Commercial opening.

### **1.3. Commercial Evaluation**

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

- a. The Bill of Material must be attached in Technical Bid as well as Commercial Bid. The format will be identical for both Technical Bid and Commercial Bid, except that the Technical bid should not contain any price information (with

Prices masked). Technical bid without masked Bill of Materials will be liable for rejection. Any deviations from the Bill of Material / non-submission of prices as per the format shall make the bid liable for rejection.

- b. The L1 bidder will be selected on the basis of the amount quoted for the proposed solution quoted by them as per commercial bid. However, in case of any discrepancy in calculation, unit cost for components & services shall prevail and TCO will be calculated accordingly.
- c. The optimized TCO (Total Cost of Ownership) identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work.
- d. In case there is a variation between figure and words, the value mentioned in words will be considered.

In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

## **2. Shortlisting**

The bidder needs to qualify as per eligibility criteria. Only eligible bidders will be qualified for the Technical evaluation process, to be qualified for commercial bid opening. Only those bidders who achieve technical requirements mentioned in scope of work would be short-listed for commercial bid evaluation.

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

- i. The optimized TCO identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work. The Bank will consider the TCO over a Five-year period starting from the date of going live in production. Any further infrastructure or hardware (electrical components) required to meet the performance criteria of the Bank as stated in the RFP, during the tenure of the project, would be at the cost of the Bidder.
- ii. **Normalization of bids:** The Bank will go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible and feasible to ensure that shortlisted 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 technically short-listed bidders to re-submit the technical and commercial bids once again for scrutiny in part or full.

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

## **PART-IV Scope of Work**

**The scope under this includes the following features: -**

The Lead management Application Solution basically has two components:

- a) **Mobile App** – Available to Marketing officers, relationship executives and reporting/higher authorities as per matrix defined by the bank
- b) **Web Portal** – Available to all branches/offices/Bank officials as per matrix defined by the bank.

The solution shall cover enterprise wide real time/near real time Tracking and reporting of Marketing Officers (MOs). This will have the module for visit/prospective clientele management, Lead management,

The solution will have Lead repository for the leads obtained from different sources (HRMS, Website, Chats, IVR, Calls, Bulk Upload, campaigns) and further the lead management thereof.

Bidder has to ensure that the proposed solution has high level, industry standard security features like application level encryption.

### **A. Functional Requirement:**

Bank is seeking **at least** following functional modules in Marketing Officer Application Solution:

#### **1. Managing the tracking and reporting of Marketing Officers**

- 1.1. Real time (GPS) tracking of marketing officers
- 1.2. Location history of marketing officers (Minimum 1 year and 3 months)
- 1.3. Visit/Prospective clientele location and details entry/markings
- 1.4. Marketing officers login and activity reports
- 1.5. Assignment and tracking of visits to marketing officer
- 1.6. Alerts and reminders for visit by marketing officer
- 1.7. Message and email to client from marketing officers
- 1.8. User sol/location change (as per HRMS of the Bank to depict employee's transfer/ posting to other branch/office). Here real time integration is Not needed. However, forced update must be reflected to Reporting authority management
- 1.9. Target (visit/ lead/ business/ activity) management (centrally or on the basis of parameters and attributes).

#### **2. Visit (or the Prospective Clientele) Management**

- 2.1. Visit repository – which will contain all visits or prospective clientele details, and can be accessed, segmented, grouped, ungrouped, filtered on various parameters and attributes of these visit records
- 2.2. Mentioning/tagging the visit/ referrals location/prospective clientele
- 2.3. Capturing the visit /prospective clientele from different sources
- 2.4. Capturing the nearby location (college, shops, offices) details for prospects. (2km. Vendor will bear the cost of Google API)
- 2.5. Entered data enrichment/enhancement and data cleansing
- 2.6. Segmentation, grouping of prospects
- 2.7. Assignment of prospects – Auto (Predefined Rule Based), manual, or combination of these
- 2.8. Sending SMS, email, messages to the prospective contacts along with the bank's concerned authorities (Marketing officers, relationship executives, branches, offices).

### **3. Lead Management**

- 3.1. Lead repository – which will contain all leads, and can be accessed, segmented, grouped, ungrouped, filtered on various parameters and attributes of lead records
- 3.2. The leads can also be generated from different sources. The solution should capture the lead details along with referral details.
  - 3.2.1. The referral details will include the fields
    - 3.2.1.1. Reference channel (website, IVR, poster, Employee, Customer)
    - 3.2.1.2. Solution should be able to capture the details of the person, who referred the lead. The details will include the name, mobile number, email etc. Also addition/deletion of fields may be there at the time of implementation and as per bank's requirement.
    - 3.2.1.3. The solution must trigger the SMS/email on status change to the customer, authorities (branches, offices, relationship executives, marketing officers etc.). The triggering of SMS, email will be rule based, analytics based, manual, or combination of these.
    - 3.2.1.4. The solution must be able to define rules for sending status on different status of the leads.
- 3.3. Classification, filtering, shorting, junk, DND marking and junk removal of leads. (Industry standards)
- 3.4. The repository can be enriched from the leads from HRMS, website, IVR, bulk upload (xls, csv, FTP, XML), manual entry, social media, blogs, chats, polls, research, survey, campaigns and to provide single view of customers and work. At present there is no web API batch file is in place. For HRMS, API can be provided.
- 3.5. Segmentation of leads based on different attributes, response from campaigns run.

- 3.6. Transfer/ allocation/ assignment/ submitted/ in-progress/ viewed/ reschedule/ open/ re-open/ close/ delete/ duplicate etc. status of lead.
- 3.7. Lead status change (rule based, batch run or manual, or analytics based)
- 3.8. Assignment of lead (Automatic, analytics/rule based, manual or combination of these three,). The assignment can be multiple/bulk selection.
- 3.9. Data Cleansing, de-duplicate and enrichment of leads
- 3.10. Action history/journey of lead (tracking of individual lead flow/activities (like call, SMS, email, response, follow-up done, next activity/follow-up date)
- 3.11. The lead can be pushed to other system (Finacle, LOS) to process further on daily basis.
- 3.12. Sending communication/message (SMS, email etc.) to selected lead or group/segment of leads
- 3.13. For different hierarchy different summary reports/analytics must be available for different leads statuses
  - 3.13.1. These analytics must include the different status of the leads, different leads lying with different levels
  - 3.13.2. Higher authority should be able to see the reports/analytics of the level self and levels below them
    - 3.13.2.1. Based on the leads status the solution must allow authorized users to take actions like: Setting alerts, scheduling and sending reminders SMS and emails etc. The solution should have the option of automatic triggering of alerts/reminders, also with option to generate the same on demand or requirement.
    - 3.13.2.2. The SMS/email will contain the details of the contact person (respective marketing officer/branch/relationship executive). These details can be automatically fetched from the available details of the contact persons of the bank's.
- 3.14. The solution should have option to store the Basic customer profile/ details. These details will be provided by the bank's internal systems and the upload can be done by below methods:
  - 3.14.1. The solution should have option for scheduler based upload of these basic customer profile details.
  - 3.14.2. The solution should have option for manual upload (Batch Mode) of the same.

#### **4. Analytics, dashboard and reports**

- 4.1. The solution must be able to provide the different analytics, reports and dashboard based on lead status.
- 4.2. These reports and dashboard must be available to different hierarchy and as per defined escalation matrix of the Bank.
- 4.3. User specific reports (marketing officers, relationship executive, Zonal office, head office)

- 4.4. Marketing officer movement report, visit report, lead conversion report.
- 4.5. Daily (or for a specific duration) report of the marketing officer
- 4.6. Reports on various criteria e.g. employee-wise, zone-wise, location wise, segment wise.
- 4.7. Target vs. achievement report
- 4.8. LMS reports, performance reports, comparison. Active , top performing Marketing officers, trend analysis.
- 4.9. Performance reports, conversion rate related report and analytics

## **5. Hosting of proposed solution on Bank's existing Oracle® Cloud**

Bank is having agreement of cloud service with Oracle® and have Oracle® Database licenses. Bank will provide required Hardware (servers with latest versions of Windows® Server OS or Oracle® Linux OS) for hosting the proposed application in Bank's Oracle® cloud. Bank will provide selected bidder with the required server and DB in the cloud and selected bidder will have to host the application on Bank's cloud and integrate it with different applications as per scope of work of RFP. Also, Bank may provide Oracle® Database licenses to the bidder as per requirement of the proposed solution. However, bidders who proposes solution with non-Oracle database, will have to supply the same.

Bidder should be capable of migrating the proposed solution to different cloud/ platform as per Bank's requirement in future without any extra cost to Bank.

## **6. Integration of the solution with the current systems of the bank.**

- 6.1. Upload/download and integration with bank's internal systems (e.g. HRMS, SSO, CBS, email, SMS, LOS etc.) for leads, their status. Most of the applications are standalone in nature, integration required peer to peer. Solution must support both API as well as ISO based integration. Bank's SSO is software base portal not linked to Active Directory.
- 6.2. There will be escalation matrix, based on which the solution will trigger the communication (SMS/email reminder or alerts etc.) as per pendency and status of the lead (SMS and e-Mail cost to be borne by Bank).
  - 6.2.1. The solution should have ability to define the escalation matrix.
  - 6.2.2. The solution should have escalation matrix and support both the dynamic and multilevel.
- 6.3. The solution will send the leads data (*Final Lead Data*) to bank's internal systems (e.g. CBS, LOS) for further opening of the account. Leads will be owned by single system and the updates will be synchronised to other system.
- 6.4. Based on the leads status the solution must allow authority to take actions like: Setting alerts, scheduling and sending reminders SMS and emails etc. The solution should have the option of automatic triggering of



- alerts/reminders, also with option to generate the same on demand or requirement
- 6.5. Email system integration: the solution should have capability to send email to one or more client (visit, prospect or lead), bank's email (branch, persons, office). At present Bank is using Microsoft Outlook Office 365 based Webmail facility.
- 6.6. Integration for SMS: the solution should have capability to send SMS to one or more client (visit, prospect or lead), bank's email (branch, persons, offices). Bank will provide SMS gateway services and URL based service, only white-list of IP and message type required.
7. The successful bidder should provide response to technical features listed in the RFP (Refer annexure)
8. The successful bidder must ensure that the solution does not affect the performance of any of the Bank's systems, databases or channels.
9. The successful **bidder will be required to demonstrate the features of the proposed solution as part of solution walkthrough or during reference site visit phase of technical evaluation.** The bank will provide scenarios to the bidder prior to the walkthrough phase.
10. This solution should be designed on cloud base model and support cloud infrastructure
11. The solution should be available on both the web and the mobile platform. The solution will be available on Google Drive from where it can be downloaded and installed/updated.
12. The availability of the application will be both the online and offline mode.
13. The solution will be available in the form of Mobile application and Web Version. The mobile platform includes the android and IOS operating system platform. The web version must be compatible to all available major web browsers.
14. The availability of mobile application will be to all the users (marketing officers as well as other users). The login and access will be defined as per the matrix defined by the authorities.
15. The proposed solution must be scalable, user configurable and high availability mode.
16. The proposed solution should be able to comply with various RBI and other regulatory guidelines of the industry.

17. The proposed solution should comply with bank Information Security Policy, KYC/AML policy and regulatory guidelines (as specified by RBI, NPCI etc.). Information Security Policy, KYC/AML policy will be provided to selected bidder.
18. The bidder should regularly track alerts generated by system as well as global feeds and accordingly advise the Bank about global security threats and vulnerabilities. Bidder should advise the bank for upgrades /changes in the security infrastructure of the Bank against evolving threats and responsibilities
19. The successful Bidder should provide interface requirements, if any, for delivery/indicative list of channels (e.g. for Web Portal)
20. The proposed solution must be capable of handling the vulnerabilities and cyber-attacks. The required capability and related certificate (Industry standard preferably ISO/IEC 27000:2018, ISO/IEC 27001:2013) will be provided by the bidder/OSD. Also updates by vendor as per the new threats shall be done.
21. The Bidder shall be required to quote for the end to end implementation of Lead Management Application Solution for Marketing Officers including supply, implementation training, customization and maintenance and system administration for a period of 3 years. Bank has the option to extend the contract at the same rates for two more years or till the new selected bidder is finalized. The selected bidder will facilitate knowledge transfer to the new selected bidder during transition process. The selected bidder will be single point of contact and should have back-to-back contract with the OEM. Sizing and other requirements will be the responsibility of the bidder. The bidder has to factor the price of all the requirement in commercials.
22. A comprehensive strategy should be provided by the Bidder on implementing the end to end solution as a part of technical proposal.
23. The successful Bidder has to provide a comprehensive project plan as part of the technical proposal, get it approved by the Bank and then implement the project based on timelines agreed.
24. The successful Bidder, in coordination with OSD (if the bidder is not OSD) should conduct a gap analysis and submit a detailed study of the Bank's infrastructure and requirements relating to the solution, prepare a detailed plan document/ road map mentioning all the pre-requisites, timeframe of mile-stones/ achievements leading to the complete implementation of the solution in line with bank's requirement.
25. The successful bidder is required to provide comprehensive setup and quote for all the **required OS, middleware, and any other software licenses**.

26. Compliance to standards like ISO 27001:2013, ISO 22301 etc., should be ensured by the successful Bidder.
27. The successful bidder is required to facilitate the bank in audits of the same.
28. The Bidder should have necessary agreement with the OSD for all the required onsite support during the implementation phase. Bidder should also have back-to-back support with OSD during the total necessary support.
29. Solution being provided should be scalable and user configurable to cater to the future requirement of the Bank.
30. All the solutions supplied as part of the RFP should be supplied with perpetual Enterprise wide License.
31. The successful bidder has to provide the documentation for the project including but not limited to :
  - 31.1. Scope, functional and operational requirements, resource requirements, project design/plan, product description, guidance for best practices, implementation guidelines, user acceptance test plan, operations/policy configuration manual, integration document, security implementation, training materials etc.
  - 31.2. Adherence to agreed Service Levels, periodic monitoring and reporting of the same to the bank on a monthly basis.
  - 31.3. Bidder should provide the detailed architecture of the solution. The architecture to be deployed has to be approved by the Bank.
  - 31.4. The Solution and their underlying infrastructure components are required to be in High Availability mode.
32. The successful bidder will be responsible for providing auditing related support of the implemented solution as per Bank's requirement after successful implementation of the solution.
33. The successful bidder will be responsible to store transactions / events in industry standard format.
34. The Solution setup/infrastructure may be subjected to audit from Bank and/or third party and/or regulatory body. It shall be responsibility of the Bidder to co-operate and provide necessary information and support to the auditors with respect to the Solution. The Bidder must ensure that the audit observations are closed on top priority and to the satisfaction of the Bank, regulator and its appointed auditors. Extreme care should be taken by the

Bidder to ensure that the observations do not get repeated in subsequent audits. Such non-compliance by the successful Bidder shall attract penalty.

## **B. INFRASTRUCTURE REQUIREMENTS – HARDWARE / NETWORK / SECURITY**

- i. The bidder to provide all required facilities for deploying the proposed application in Data Centre and Disaster Recovery Site.
- ii. The bidder must provide the Application Deployment Architecture with diagrams, identifying components and specifications for each component with description. Description must detail the number of servers, specifications for each resource (Web server, Application, DB, File server, Resource Monitoring servers etc.), Operating System and configuration as well as function of each server, Network Bandwidth Requirements and Storage Requirements.
- iii. The bidder is responsible for actual sizing of the infrastructure as per the scope of work, activities and Service Levels as defined in this RFP. The indicative and forecasted transactions have been mentioned. (Refer Annexure)
- iv. The bidder should provide sizing methodology detailing how the proposed solution architecture and sizing will meet bank's current and future transaction requirements.
- v. The proposed bidder and solution must be capable of integrating with available APIs of the Banks system. However, in case of non-availability of API, API development capability must be available with the bidder.
- vi. The proposed solution should support
  - a. At the start of Solution 500 licenses will be used, after one month next 500 licenses will be used, and there after one month 500 license can be purchased.
  - b. 1500 Concurrent Users with scalability to 3000 Concurrent Users for Mobile App and
  - c. 100 Concurrent Users with Scalability to 1000 concurrent users on web app. Bank reserves the right to purchase additional number of license at the same cost during the contract period.
- vii. The proposed application should be IPv4 & IPv6 compatible and work in both the environments (dual stack model).
- viii. The bidder to provide BCP/DRP as per IT Security policy and BCP of the Bank.
- ix. The Bidder should provide the latest version of the solution proposed.

- x. The Bidder is responsible to arrive at the sizing independently. The Bank is not responsible for any assumption made by the Bidder not meeting the performance/service levels as desired in the document. In such a case, the Bidder will at their cost carry out the necessary upgrades / replacements. The Bank will not pay any additional amount during the period of the contract. The hardware sizing should be sufficient enough to meet the requirement of the bank during the entire contract period (3 years).
- xi. The proposed application has to be integrated with Bank's CBS/HRMS/email systems/any other sites / services / platform, as required by Bank. The Integration to be done without any additional cost to the Bank.
- xii. The bidder has to provide a mechanism to measure the capacity/ capability, as to how the load is assessed, tested & managed.
- xiii. The bidder has to provide a suitable resource monitoring tool/ application monitoring dashboards for ensuring Turn Around Time and resource availability & usage etc.
- xiv. The bidder should certify that the proposed solution is free from OWASP vulnerabilities.
- xv. The bidder has to provide a security risk management plan to address these vulnerabilities
- xvi. The bidder should provide auditing feature for the proposed solution to keep track of the selective activities performed by various users (administrators, privileged users and end users).
- xvii. Security Audit of the application and VA & PT will be carried out by the Bank at regular intervals and the Observations / recommendations need to be complied within the time limit as advised by the Bank.
- xviii. Browser based software should use compression techniques in order to reduce the network bandwidth consumption and thus, improve client performance on high-latency networks or dial-up connections.
- xix. Browser software should support basic authentication, session authentication, active content filtering, additionally it should be designed to work well with supported proxy servers and virtual private network solutions.
- xx. The application software developed or customized should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of the Bank. The bidder should comply with Bank's IS Security policy in key concern areas relevant to the RFP. Some of the key areas are:
  - Responsibilities for data and application privacy and confidentiality

- Responsibilities on system and software access control and administration
  - Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Selected bidder
  - Incident response and reporting procedures
  - Password policy
  - Data Encryption / Protection
- xxi. Bidder should review the information security risks in line with RBI guidelines, IT Act etc. and other best security practices for the scope mentioned in the RFP and provide its mitigates. Bidder should submit a certificate indicating that the solution being proposed in the RFP, is complying all regulatory guidelines viz RBI Guidelines/IT Act etc.
- xxii. The solution should have Inbuilt Security mechanism for preventing Zero Hour Threats, Remote access threats, Targeted and blended attacks.
- xxiii. The Solution should have Data integrity management.
- xxiv. To provide full disclosure regarding security practices and procedures as stated in their SLAs, if a public Cloud.
- xxv. To encrypt data at rest and encrypt data in transit.
- xxvi. Sharing of details for encryption management with Bank's on multi-tenant storage. Bidder should share the type of encryption methodology used for storing the email data on cloud storage
- xxvii. The application should be hosted on static IP.
- xxviii. SSL Cost, Domain Cost, Hosting Cost (static IP cost) etc. must be borne by the solution Provider.
- xxix. Any minor changes during next six months must be free of cost.

### **C. Customization**

- i. As the scope of additional customization required is dynamic in nature, hence the bidder has to quote for man day rates for customization in MO App Solution. Bank will be consuming this customization man-day based on the future requirement. The man-days required for new customization will be finalised by Bank's Negotiation Committee.
- ii. For all customization a detailed approach document needs to be prepared and shared with Bank team. On confirmation by Bank team, then the bidder should start developing the customization.

- iii. All the feedback / changes suggested by Bank team should be implemented. After successful testing by Bank team the script can be moved to production. After successful movement of the script along with submission of release document, then the man day rates agreed upon will be treated as consumed. Customization reverted back after moving to production due to issues which the bidder is not able to resolve will be treated as not delivered.
- iv. All customisation should be delivered as per the timelines agreed at the time of finalization of approach document.

#### **D. System Integration Testing & User Acceptance Testing**

- i. There will be a User Acceptance Testing by the Bank for the tool deployed and Lead Management Application Solution for Marketing Officers.
- ii. The Bank shall commence the User Acceptance Testing as and when each and every products and channels are made ready by the selected Bidder and a formal confirmation that the system is ready for UAT is submitted to the bank. The results thereafter will be jointly analyzed by all concerned parties.
- iii. UAT will cover acceptance testing of all the product/channels, integration with MO App Solution and integration of MO App Solution with all targeted applications / systems.
- iv. Once UAT of all the products / channels of MO App Solution are individually completed, then a System Integration Testing (SIT) shall be carried out by the Bidder to ensure the complete inter-operability of the Lead Management Application Solution for Marketing Officers among themselves and integration with the existing infrastructure (targeted devices/systems) of the Bank as specified in the RFP.
- v. The Bidder is expected to make all necessary modifications to MO App Solution including customizations, interfaces, appliances, software etc., if there are performance issues and errors identified by the Bank. These deviations/ discrepancies/ errors observed will have to be resolved by the Bidder immediately.
- vi. Complete acceptance has to adhere to the stipulated time lines.
- vii. The solution will not be accepted as complete if any facility /service as required is not available or not up to the standards projected by the Bidder in their response and the requirement of this RFP.
- viii. The Bank will accept the solution on satisfactory completion of the UAT and go live. The warranty period of one year for the solution will commence after go live.

- ix. In case of discrepancy in facilities /services provided, the Bank reserves the right to cancel the entire contract.
- x. There should be following environments: Test & Development and production. Each environment must be configured on a separate server/node/resource. The bidder has to provide Hardware and Software sizing for Test and development environments also.
- xi. UAT Environment will be used as Pre-Production environment by the bank.

## **E. Training**

- i. The selected bidder will provide training to the bank personnel/ MTBD team on the product architecture, functionality & data feed from banking systems into the solution and the design for each solution under the scope of this RFP.
- ii. Provide hands-on training to the bank personnel/ MTBD team on Marketing Officers Application Solution operations including but not limited to rule and scenario configuration for each channel, alert generation and monitoring, case management workflow, reporting and dashboard.
- iii. The bidder is required to provide training for people nominated by the bank for each channel/product specified in the scope of work.
- iv. The bidder is required to provide all trainees with detailed training material and additional copies to the bank for the solution as per the scope of work of the bank. This training material should cover installation, operation, integration, maintenance, troubleshooting and other necessary areas for each solution.
- v. All out of pocket expenses related to trainers shall be borne by the selected bidder.
- vi. Training of 1st batch of 100 officers is to be conducted at Bank's training centre, rest training can be given by video conference. Rest details can be discussed during implementation phase.

## **F. Reporting**

- i. The bidder should provide periodic reports to the Bank as per the following requirements:
  - Daily Reports: must be given at any time of the day on real time/near real time basis.
- ii. The reports must include but not limited to: alerts with their status, rules/scenarios triggered, channel/product, user activity. The bidder is



expected to detail every report which it will provide to the Bank related to the services and activities performed by it in the MO App Solution.

- iii. Daily, Weekly and Monthly Reports in the various formats for Marketing Officers' Visit, Leads, and Actual Businesses and Marketing Officers Performances.
- iv. Weekly and monthly tracker and statistics capturing detailed information on the Marketing Officers and their Visits, Leads, Actual Businesses and other relevant information.
- v. Periodic reporting and status tracking / capturing the details of the transaction or data sources reporting to the MO App Solution.
- vi. Periodic reports capturing the fraud incidents notified by the MO App solution.
- vii. Reports as required by the regulators (RBI, SEBI, etc.) to be provided as per the periodicity prescribed by the regulators.
- viii. Change in the MO (Management Organization) structure of the bank from time to time to be incorporated in the Marketing Officers Application solution, for the reporting/escalation purposes, during the period of support coverage by the selected bidder without any extra cost.
- ix. Any other report as desired by the Bank.

#### **G. Benchmarking and Solution acceptance**

- i. The bidder will demonstrate the benchmarking tests to confirm compliance with the stated performance parameters.
- ii. The bidder will provide Performance Benchmark of Marketing Officers App Solution based on their prior experience in the industry.
- iii. The Bank/appointed consultant in coordination with the bidder shall conduct an Acceptance test wherein the bidder has to demonstrate the implementation of the solution as per the requirement of the bank. The bidder shall submit detailed reports of the test outcomes to the bank

#### **H. The successful bidder will also be responsible for:**

- i. Supply and Maintenance of Mobile App and Web App which can be downloaded and installed on any mobile device of the MOs.
- ii. The hardware/application should be provided along with required SDK software applications related to the same.

- iii. Technology standards will have to meet specific requirements of all statutory authorities including IBA, State Government, GOI, RBI, UIDAI etc. if any.
- iv. Vendor shall assist the Bank in identifying potential risks in the MO App solution, remedy of any of the identified risks, develop strategies to measure, monitor and mitigate those risks and implement new controls.
- v. Vendor shall cooperate with the Banks internal audit teams and third-party external auditors for conducting periodical audit and shall also assist in strengthening of processes by attending to audit points.
- vi. In addition to security features deployed in the technology, vendor's operational procedures should ensure protection of the bank from business risk (from system error, human error, negligence and mismanagement) and fraud risk (loss to earnings or capital due to intentional deception by employees, customers, agents, external entities, etc.)
- vii. All the related activities related to maintenance of the Hardware/Software for proposed solution will be done by selected vendor.
- viii. Patches and upgrades for proposed MOs solution, the bidder has to manage the relevant patches.

**I. Other Conditions:**

- i. In the event of exit of the Vendor from the project, all the records & confidential information as would be required by the bank shall be handed over to the bank in form (as prescribed by the Bank at the time of exit).
- ii. Bank reserves the right to change the Vendor with one month's notice to the concerned person.
- iii. A detailed agreement with SLA (service level agreement) will be done with the vendor specifying roles and responsibilities. This will include Non-Disclosure clauses also.

## Part-V

### 1. Consortium

The selected bidder may have a tie-up with any solution provider for providing the mentioned services. However, the selected bidder should have a relationship with the solution provider as an authorized reseller, distributor, and should have a back-to-back agreement to ensure that the total solution proposed is as a turnkey solution.

The selected bidder may form a consortium and bid for the RFP document, as it is the Banks' expectation to implement and maintain the most appropriate solution and maintain policies and procedures to serve the Bank. However, in this case the Bank will deal with only the selected bidder as a single point of contact who shall have the sole responsibility for the entire assignment irrespective of the fact that it is only the part of the consortium. Each **consortium shall name the Service provider who shall have the single point responsibility** for the consortium in their bid responses. The selected bidder shall have the single-point responsibility of the bid will be deemed to be the system integrator and will be deemed to play the lead role in the bid and shall have single point responsibility of the bid.

The selected bidder shall mention in technical bid the details of contractor or sub-contractor in connection with the services required to be provided by the bidder. Under all circumstances, the selected bidder shall be responsible for misconduct / deficiencies in services rendered to Bank through the bidder selected or its sub-contractors. Bank reserves the right to reject work, which is not in conformity with its standards.

### 2. Order Details

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

### 3. Schedule Of Implementation

The total time for full Lead Management Application Solution implementation (Supply, Customization and Deployment, go live) will be 12 weeks from the effective date of the Contract Agreement (between Bank and selected L1 bidder). Details mentioned in Annexure- XXVII. The vendor should submit a detail project plan and escalation matrix for implementation with one week of Purchase Order.

#### **4. 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 – XV** for strict compliance.

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

#### **5. Preliminary Scrutiny**

UCO Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical

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

#### **6. 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.

#### **7. Right to alter Quantities**

The Bank reserves the right to alter the number of hardware hardware/software/licenses specified in the tender 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/software/licenses at the agreed price during the contract period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the hardware/software/licenses as mentioned above. Bank reserves the right to alter the quantities at any time **not exceeding 10% of the total contract value** without prior notice to the selected bidder(s)

#### **8. 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](mailto: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](mailto:vriyer1955@gmail.com)
- l) 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 – K.

- II) 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.
- III) The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- IV) Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- V) 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.
- VI) 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.
- VII) 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.
- VIII) 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.

### **9. Performance Bank Guarantee**

The selected Bidder shall, within a period of fifteen (15) days from the date of Letter of Intent (LOI)/**Purchase Order** (PO) have to furnish a Performance Bank Guarantee, format as per Annexure – ..... issued by any scheduled commercial bank (other than UCO Bank) equivalent to 10% of the project cost/**Total Cost of Ownership (TCO)** valid for a period of 39 months (36 months + a claim period of three (3) months) from the date of Letter of Intent (LOI)/**Purchase Order** (PO) for indemnifying any loss to the Bank.

However, the selected Bidder may have to extend the validity of the Performance Bank Guarantee for a period of ATS/ extension of agreement as required by the Bank. Upon furnishing the Performance Bank Guarantee, the Earnest Money Deposit (EMD) of the selected Bidder shall be returned.

The Performance Bank Guarantee shall act as a security deposit either in case the selected Bidder is unable to commence the project within the stipulated

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

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the selected Bidder is not able to fulfill any and/or all conditions specified in the document or is unable to complete the project within the stipulated time and such breach remains uncured within such period as mentioned in the Clauses of Termination/**Order Cancellation**. This is independent of the Liquidated Damages (LD) on delivery and installation.

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

**In case the Service Level Agreement/Contract is extended, the selected Bidder shall have to submit the Bank Guarantee equivalent to 10% of the project cost/Total Cost of Ownership (TOC) for the extended period along with a claim period of three (3) months.**

#### **10. Taxes**

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.

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.

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.

Bidder shall co-operate fully in the defence of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this

agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the selected bidder.

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.

### **11. 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**

## **12. Warranty and ATS**

- i. The selected bidder must support and maintain the solution implemented (including App/ webpage and supporting software and others) under the contract for the Lead Management Application Solution under the warranty support till one year from go-live and AMC/ATS for two years post warranty. The AMC/ATS can be further extended by the Bank for further two years on mutual agreed terms and conditions.

The selected bidder must submit a detailed plan of implementation of the solution with details of location of servers included in this solution along with other important details.

- ii. The bidder would be responsible for updates, patches, bug fixes, version upgrades.
- iii. The bidder has to provide ATS services for software provided as part of the solution.
- iv. During ATS, the selected bidder will be responsible for the following:
  - Overall maintenance and working of the Marketing Officer Application solution
  - The selected bidder should fix the bugs and carry out the necessary rectifications wherever necessary and deliver patches/ version changes effected. Provision should be available for version control and restoring the old versions in case of need by the Bank.

- Bug fixing, enhancement, modifications, customization, patches, upgrades due to statutory, regulatory, industry, Bank specific changes (including installation of new upgrades.)
- Configuration changes, version up-gradations, performance monitoring, trouble shooting, patch installation, running of batch processes, database tuning, replacement / support, technical support for application and data maintenance, recovery, query generation and management etc. of all software supplied under this RFP.
- Undertake immediate bug fix actions in the event of software failure causing an interruption of operation of the Marketing Officers mobile Application and Web portal solution as per the response / resolution times defined by Bank.
- Notify all the detected software errors and correct them as per the agreed timelines.
- If selected bidder fails to resolve or does not attend the issue in mentioned time frame, penalty will be charged proportionately

### **13. Inspections And Tests**

The Bank or its representative(s) shall have the right to visit and /or inspect any of the Bidder's premises to ensure that data provided by the Bank is not misused. The Bank shall notify the bidder in writing, in a timely manner, of the identity of any representatives retained for these purposes.

Any charges payable to the bidder's representative designated for inspection shall be borne by the Bank.

Should any inspected or tested Goods/software fail to conform to the Specifications, the Bank may reject the Goods/software, and the bidder shall make alterations necessary to meet specification requirements at no additional cost to the Bank.

The Bank's right to inspect, test and, where necessary, reject the software after the software delivery shall in no way be limited or waived by reason of the software having previously been inspected, tested and passed by the Bank.

### **14. UAT (User Acceptance Test)**

The Bidder should setup the UAT environment for testing of the solution before implementation of the solution in the production environment. The UAT setup shall be used for the customization of any changes before movement in production. The UAT setup will be at Kolkata. The setup would be kept available at all times during the contract period. The Solution will be deemed accepted only when all the functionalities as per the Scope are provided, commissioned

and accepted by the Bank or the Bank Appointed Consultant. The UAT shall be signed off between the Bank and the Successful Bidder.

### **15. Change Orders**

The Bank may at any time, by a written order given to the bidder make changes within the general scope of the Contract in any one or more of the following :

- a. the place of implementation; and / or
- b. the Services to be provided by the bidder;

### **16. Delays In The Supplier's Performance**

Delivery of the Goods and performance of Services shall be made by the bidder in accordance with the time schedule prescribed by the Bank.

If at any time during performance of the Contract, the bidder should encounter conditions impeding timely delivery of the Goods and performance of Services, the bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bank's notice, the Bank shall evaluate the situation and may at its discretion extend the bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

### **17. Backup and Archiving**

The backup and archiving shall be done by the vendor during the contract period. The bidder should provide a suitable backup solution to the Bank. The selected vendor will however be responsible to liaison with Bank and to provide all integration required for backup into external storage, hard disk etc. The selected vendor should provide support to bank after completion of project for at least 1 year for retrieval/access of the stored data without any cost to bank.

### **18. Delivery And Installation**

18.1 The selected bidder shall ensure commissioning of proposed solutions including Key Management application tested with the client application in different mobile devices and web portal within 12 weeks of date of issuance of Purchase Order.

The installation of solution will be deemed to complete when all the Software / products specified in Annexure-XIX and XXI have been supplied, implemented and made operationalised as per the specifications and satisfactory acceptance given by the Bank. The Bidder has to resolve any hardware, system software, related problems during successful installation and operationalisation of the machine before the final sign off/verification.

- 18.2 All the equipment supplied by the Bidder shall be legal and Bidder shall indemnify to Bank to this effect.
- 18.3 Any license, if required, need to be provided by the successful bidder to the Bank. The successful bidder is solely responsible for any legal obligation related to licenses during the entire contract period.
- 18.4 The equipments are considered accepted (Commissioned and Operationalised) after signing the Acceptance Test Plan (ATP) document jointly by the representative from the Bank and engineer from the successful bidder. The component level checking for individual item may be included during the acceptance test.

### **19. Award Of Contract**

The selected L1 bidder will be offered Letter of Intent (LOI) along with request for Proof of Concept (POC) on pilot basis for 30 days without any cost to the Bank(details in clause no 22). After successful POC the contract shall be awarded and the order shall be placed with selected L1 Bidder based on the price quoted by the bidder in Annexure-XXI(ii). The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. Conditional or qualified acceptance shall be rejected. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.

### **20. Acceptance of Proposed Solution:**

Bank will analyse the overall working of the solution provided, on all the parameter as mentioned in scope of work over a period of 30 days.

If, the proposed solution gives satisfactory output as per RFP during Pilot Run over a period of 30 days from go-live. Bank will accept the proposed solution. If, the proposed solution does not deliver the desired result then Bank has all right to reject the solution and bidder.

If, implemented solution is found satisfactory by Bank, then a final contract will be awarded to the bidder and payment will be made as per payment terms of RFP.

### **21. Price Validity**

The selected bidder will be required to keep the price valid for a period of 01 year (12 months) from the date of issuance of 1<sup>st</sup> Purchase Order. There shall be no increase in price for any reason whatsoever during the period of contract and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as

mentioned in the Reverse Auction price confirmation letter similar to indicative commercial format i.e. Annexure – XXI(ii) during the price validity period of contract.

## **22. Terms of Payment**

Purchase Order for Marketing Officer Application Solution as per Reverse Auction Price confirmation letter shall be placed by the Head Office, Marketing Department, Kolkata. The vendor shall give acceptance within 7 days from the date of receipt of the order. However, Bank reserves right to cancel order, if the same is not accepted within 7 days from the date of receipt of order.

- a. One time Implementation charges will be paid as per schedule mentioned below:
  - i. After successful completion of pilot run, 100% payment of Implementation Cost will be paid.
  - ii. User licence cost will be paid on quarterly arrear basis on actual numbers of licences used.

## **23. Paying Authority**

The payment will be made by UCO Bank, Head Office, Marketing Department. 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.

## **24. Notices**

Notice or other communications given or required to be given under the contract shall be in writing and shall be hand-delivered with acknowledgement thereof, or transmitted by pre-paid registered post or courier.

Any notice or other communications shall be deemed to have been validly given on date of delivery if hand-delivered & if sent by registered post than on the expiration of seven days from the date of posting.

The purchase order is being sent in duplicate. Please acknowledge the same and return one copy to us duly signed by you in token of having accepted the purchase order.

## **25. Compliance With Laws**

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.

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 Labor (Abolition and regulation Act) and other labor 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 bidder is or may be in violation of any terms and conditions mutually agreed between the UCO Bank and the bidder, 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.

Any regulatory changes which are necessitated in the services offered due to changes in the law or provisions or directions introduced / issued by Government of India, State Governments, other governmental authorities, Reserve Bank of India, NPCI, UIDAI other regulatory authorities or due to industry level changes is to be promptly provided/updated by the selected bidder to the Bank during the contracted period at no extra cost to the bank.

The selected bidder and its sub-contractors should adhere to RBI guidelines related to the mentioned Scope of Work as issued from time to time. An undertaking in the company letterhead of the selected bidder has to be submitted in this regard.

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.

## **26. Penalty**

Inability of the proposed solution to deliver the required functionality at performance levels expected at 99.95% on monthly basis would result in breach of contract and would invoke the penalty clause. The proposed rate of penalty

would be 0.01 % of the TCO for non-compliance to the performance levels by 0.1%.

Notwithstanding anything contained above, no such penalty will be chargeable on the Vendor under the above clauses for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.

The Bank would consider the following formula to calculate the downtime below the designated limits of operational uptime:

Downtime % = **(Scheduled uptime - calculated downtime)\*100/Scheduled uptime**

Where:

**“Scheduled Uptime”**: Means the operating hours of the system for one month.  
Application user wise uptime matrix

**Calculated downtime**: Is the number of hours in the month for which the DC was not completely functional as a whole or any of its subsystem was not operational in its full capacity.

#### **Penalty Calculation Matrix:-**

- The selected bidder shall perform its obligations under the respective work order and the agreement entered into with the Bank, in a professional manner.
- If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- If the solution, or any of its components behaves erroneously which results in monetary or business loss to the Bank, then the entire amount of such loss shall be recovered from the bidder on actual basis.
- If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.
- The Bank shall implement all penalty clauses after giving due notice to the bidder.
- SLA violation will attract penalties.

- Notwithstanding anything contained above, no such penalty will be chargeable on the Vendor under the above clauses for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.
- During warranty period, the penalty would be recovered from the vendor from the retention amount of Bank Guarantee.
- Bidder should provide facility of single point of contact for any downtime error resolution and the bidder should submit downtime report quarterly to bank.
- The sum total of penalties will not exceed 10% of the Total Cost of Ownership (TCO) within the contract period. Thereafter, the contract/purchase order may be cancelled and Performance Bank Guarantee may be revoked.

### **Guarantees On Response To Errors**

The Bank will classify all issues in three categories:

- Severity 1: Fault/bugs which prevent the solution from being used at all or affect the critical operations of the licensee, which is exclusively dependent on functioning of this application/software.
- Severity 2: Faults refer to faults/bugs, which severely affect the functionality of the implemented solution or affect the critical operations of the Licensee, which is exclusively dependent on functioning of this application/software.
- Severity 3: These are bugs those for which workaround solutions exist and/or relate to the non-critical functionality of the implemented software

The successful bidder undertakes and guarantees that all the errors will be resolved in the production environment; and any failure will be subject to the penalty clause stipulated below. The classification of error types by the bank is final and is binding on the successful bidder.

<b>Issue Classification</b>	<b>Warranty /ATS Period</b>	
	<b>Response Time</b>	<b>Resolution Time</b>
Severity 1	0.5 hours	4 hours
Severity 2	1 hour	6 hours
Severity 3	2 hours	12 hours

A penalty of Rs. 2,500/- shall be charged per hour for non-conformance with the aforementioned table. Maximum penalty for non-conformance would be capped at the 10% of cost of the project.



## **27. Liquidated Damages**

If the Successful Bidder fails to meet the requirements under Service Level Agreement like delays / or defaults / deficiency of services in delivery / installation / replacement / repair of any or all of the Systems and equipments mentioned in the Purchase order (PO), Bank shall, without prejudice to its other rights and remedies under and in accordance with the Contract, deduct from the Contract price, as liquidated damages, not construed as penalty, a sum equivalent to 0.5% per week or part thereof of the value of P.O. subject to maximum deduction of 10% (ten percent) of the P.O. value.

If the Bidder consistently fails to meet the requirements under Service Level Agreement (SLA) or complete the services as per the scheduled completion date or the extended date or if Bidder repudiates the Contract before completion of the contract / services, the Bank may without prejudice to any other right or remedy (i.e. penalties) available to the Bank as under the Contract, recover from the Bidder, liquidated damages over and above the penalties.

The Bank may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the Bank's right to claim such amount against Bidder's performance Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damage shall not in any way relieve the Bidder from any of its obligations to complete the works / Services or from any other obligations and liabilities under the Contract.

If the successful Bidder fails to complete the due performance in accordance to the specification and conditions of the bid document, the Bank reserve the right to cancel the entire order placed on the selected bidder. The Bank reserves the right to invoke the Performance Bank Guarantee submitted by the bidder.

LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility / onus of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and the Bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.

UCO Bank reserves the right to impose / waive off the Liquidated Damages.

## **28. 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,

The bidder/sub-contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination of contract for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure.

If a Force Majeure situation arises, the bidder/sub-contractor shall promptly notify UCO Bank in writing of such conditions and the cause thereof within 15 (fifteen) calendar days.

Unless otherwise directed by UCO Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.

If the duration of delay continues beyond a period of one month, UCO Bank and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding the above, decision of UCO Bank shall be final and binding upon the bidder.

## **29. 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 thereof. 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 on mutual understanding basis.

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 thereof. Any offer falling short of the contract validity period is liable for rejection.

The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank.

### **30. 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.

### **31. Acceptance Testing**

The Bank will carry out the acceptance tests as per Scope of work Part – IV supplied & implemented by the selected bidder as a part of the Project. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products and the vendor would need to provision insurance of those items till successful acceptance. The Bank at its discretion may modify, add or amend the acceptance tests, which then will have to be included by the vendor. The Vendor shall arrange for the tests at the relevant sites in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.

### **32. Indemnity**

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.

The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfill the obligations by the selected bidder or its employees/personnel.

All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.

Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.

### **33. 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.

### **34. 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.

### **35. Technological Advancements**

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

### **36. Guarantees**

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management for the RFP For Lead Management Application Solution(Re-Tendering). All hardware and software must be supplied with their original and complete printed documentation.

### **37. 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 solution from third-party suppliers, in case such solution 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 solution procured from third-party suppliers.

As aforesaid the Bank would procure the solution from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly,

The solution procured here from third parties is functionally similar, so that the Selected Bidder can maintain such solution.

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.

In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Successful bidder shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.

### **38. 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 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.

### **39. 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.

### **40. Termination For Insolvency**

The Bank may at any time terminate the Contract by giving written notice (90 days' notice period) to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

### **41. 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.

### **42. 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.

#### **43. Dispute Resolution Mechanism**

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 the Bank and the Authorised Official of the Bidder as per the Bank's Policy. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

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.

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.

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.

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.

#### **44. Signing Of Contract**

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

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

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

#### **45. Technical Inspection And Performance Evaluation**

UCO Bank reserves its right to carry out a technical inspection and performance evaluation (bench-marking) including reference check / site visit/ Proof of Concept (POC) of the offered item(s). Bank may instruct eligible bidders to make technical presentation at Bank's Head Office, Kolkata for the proposed solution / service. Bidders will have to make such presentation/ arrange for site visit/ POC at their own cost.

#### **46. 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.

#### **47. 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.

#### **48. Order Cancellation**

The Bank reserves its right to cancel the Order/ Service Level Agreement by giving a written notice of ninety (90) days which will be inclusive of a cure period of thirty (30) days before cancellation of the Order/Service Level Agreement, in event of one or more of the following situations, that have not occurred due to reasons solely and directly attributable to the Bank alone:

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

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

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

may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.

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

#### **49. 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.

#### **50. Fidelity & Secrecy**

The bidder and its employees/personnel will strictly and individually undertake not to communicate or allow to be communicated to any person or divulge in any way any information relating to the process of Marketing Officers Application Solution and all information whatsoever concerning or relating to the Bank/concerned branch and its affairs to which the said

employees/personnel will have access in the course of performance of the contract.

### **51. Authorised Signatory**

The selected bidder shall indicate the authorized signatories who can discuss and correspond with UCO BANK, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with the BANK, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by the BANK.

### **52. Independent Service Provider:**

- a. The selected bidder and/or its employees, agents and representatives shall perform all services hereunder as an Independent Service Provider on a non-exclusive basis and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or, master and servant or, employer and employee between the parties hereto or any affiliates or subsidiaries thereof or, to provide either party with the right, power or authority, whether expressed or implied to create any such duty or obligation on behalf of the other party. The selected bidder acknowledges that its rendering of services is solely within its own control subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of the UCO Bank or any subsidiary or affiliate thereof.
- b. The selected bidder's personnel, employees, sub-contractors of the bidder etc. have no authority/ right to bind the customer in any manner. It is also clarified that the personnel or employees being provided by the selected bidder shall be employed solely by the bidder and governed by terms of the bidder's employment and the selected bidder shall be solely responsible and liable in the event of any adverse claim of whatsoever nature made on the UCO Bank by the employees/ sub-contractor of the selected bidder.
- c. The selected bidder shall be responsible for managing the activities of the personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The selected bidder shall be vicariously liable for any acts, deeds or things done by the employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by the Bank. The selected bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by the bidder at UCO Bank establishments / sites and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested

under the purchase contract to be issued for aforesaid tender.

d. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. of your company, for any assignment under the purchase contract to be issued for this tender. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of your company shall be paid by your company alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of your employee, agents, contractors, and subcontractors, etc. Your company shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of your employees, agents, contractors, subcontractors etc. However, the bidder selected would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

### **53. 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

### **54. 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.

### **55. Limitation Of Liability**

- 1) 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.
- 2) 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.



3) 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.

"Wilful 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.

## **ANNEXURES**

**Tender Offer Forwarding Letter**

RFP Reference No.: DIT/BPR &amp; BTD/OA/2043/2020-21 dated: 22/10/2020

To,  
**The Deputy General Manager (DIT, BPR & BTD),**  
**UCO Bank, Department of Information Technology (DIT),**  
**Head Office - II,**  
**5<sup>th</sup> Floor, 3 & 4 DD Block,**  
**Sector -1, Salt Lake City,**  
**Kolkata -700064.**

Dear Sir,

**Sub: Your RFP for “Lead Management Application Solution(Re-Tendering)”**

With reference to the above RFP, having examined and understood the instructions including all annexures, terms and conditions forming part of the Bid, we hereby enclose our offer for “**Lead Management Application Solution(Re-Tendering)**” mentioned in the RFP document forming Eligibility / Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility / Technical as well as Commercial Bids by the Bank, we undertake to commence **Lead Management Application Solution(Re-Tendering)** as per terms and condition of your purchase orders.

In the event of our selection by the Bank for undertaking **Lead Management Application Solution(Re-Tendering)**, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period of 03 years effective from the month of execution of service level agreement in favour of UCO Bank.

We agree to abide by the terms and conditions of this tender offer till 180 days from the date of eligibility / technical bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days.

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

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

The details are enclosed as follows:

1. BG No. \_\_\_\_ dated \_\_\_\_\_ as EMD for Rs.4,00,000/- (Rupees Four Lakhs only).
2. DD No. \_\_\_\_ dated \_\_\_\_\_ for Rs.10,000/- + Applicable GST (Rupees Ten Thousand only + Applicable GST) as cost of RFP document.

BG issued by ----- Bank -----branch.

Dated this \_\_\_\_ day of \_\_\_\_ 2020

Signature: \_\_\_\_\_

(In the Capacity of) \_\_\_\_\_

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

**General Details of the Bidder / Sub-Contractor****A. Profile of Bidder**

- 1 Name of bidder:
1. Location
    - Regd. Office:
    - Controlling Office:
  2. Constitution
  3. Date of incorporation & Date of Commencement of business:
  4. Major change in Management in last three years
  5. Names of Banker/s:
  6. Details of Authorised Signatory (With phone & e-Mail)
  7. GST details of Company:

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

Turnover			
Gross Profit			
Net Profit (Profit After Tax)			
<b>Summary of Financial Position and working results</b>			
Growth in Operations (%)			
Growth in profitability (%)			

**N.B. Enclose copies of Audited Balance Sheets along with enclosures**

**C. Proposed Service details in brief**

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

**Details of Experience in implementation of similar services**

Sl. No	Name of Organisation	Description of Application/Solution	Period during which implemented	
			From	To

**N.B.: Enclosed copies of Purchase Orders should be in name of the bidder only as references.** Bank reserves the right to verify the authenticity of the reference document enclosed with the bid document. In case found not in order, the bid submitted by the bidder shall be rejected summarily.

Place:  
Date:

**AUTHORISED SIGNATORY**  
Name:  
Designation:

**Format of Bank Guarantee (EMD)**

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

Dear Sir,

**Sub: Your RFP for “Lead Management Application Solution(Re-Tendering)”**

In response to your invitation to respond to your RFP for **Lead Management Application Solution(Re-Tendering)**, M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_(hereinafter called the ‘Vendor’) wish to respond to the said Request for Proposal (RFP) for self and other associated vendors and submit the proposal for **Lead Management Application Solution(Re-Tendering)** and to provide related services as listed in the RFP document.

Whereas the ‘Vendor’ has submitted the proposal in response to RFP, we, the \_\_\_\_\_Bank having our Head office \_\_\_\_\_hereby irrevocably guarantee an amount of ` \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as bid security as required to be submitted by the ‘Vendor’ 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:

If the Vendor withdraws his proposal during the period of the proposal validity;  
or

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 \_\_\_\_\_ 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 ` \_\_\_\_\_  
(Rupees \_\_\_\_ only).
2. This Bank guarantee will be valid upto \_\_\_\_; 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 xxxx.

Yours faithfully,

For and on behalf of

\_\_\_\_\_ Bank

Authorised official

(NB: This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified. The signatory shall affix his signature, name and designation).

**Format of Performance Bank Guarantee (PBG)**

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.



**Undertaking by the bidder**

**(To be included in Technical & Indicative Commercial Bid Envelope)**

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_ 2019

Signature

(Company Seal)

\_\_\_\_\_

In the capacity of  
Duly authorized to sign bids for and on behalf of:

**Undertaking for non-blacklisting / non-debarment of the bidder**

To,

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

Dear Sir(s),

**Sub: RFP for Lead Management Application Solution(Re-Tendering) (RFP Ref. No. DIT/BPR&BTB/OA/2043/2020-21 Date: 22/10/2020)**

- a) We, M/s \_\_\_\_\_, the undersigned, hereby confirm that we have read and understood the eligibility criteria and fulfil the same.
- b) We further confirm that all the information as per requirement of the Bank have been included in our bid.
- c) Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- d) We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- e) We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.

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

(1)

(2)

**(Signature and the capacity of the person duly authorized to sign the bid for and on behalf of)**

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ .

Place:

**For M/s. ....**

.....

**[Seal and Signature(s) of the Authorised Signatory (s)]**

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

To,

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

Sir,

**Sub: RFP for Lead Management Application Solution(Re-Tendering)  
(RFP Ref. No DIT/BPR&BTB/OA/2043/2020-21 Date: 22/10/2020)**

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

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The bidder has to ensure that the payment towards services is in consonance with the Central Minimum Wages Act & Labour Laws. 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).**

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

**Undertaking Letter on the vendor's letterhead for GST Law**

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

Dear Sir,

**Sub: Your RFP for Lead Management Application Solution(Re-Tendering)**

Further to our proposal dated ....., in response to the Request for Proposal (Bank's **RFP Ref. No DIT/BPR&BTD/OA/2043/2020-21 Date: 22/10/2020** hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

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

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

Dear Sir,

**Sub: RFP for Lead Management Application Solution(Re-Tendering)**

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

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

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

**Undertaking for No Deviation**

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

Dear Sir,

**Sub: RFP for Lead Management Application Solution(Re-Tendering).**

Further to our proposal dated ....., in response to the Request for Proposal (Bank's **RFP Ref. No DIT/BPR&BTB/OA/2043/2020-21 Date: 22/10/2020** hereinafter referred to as “RFP”) issued by Bank, we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

(Letter to be submitted by the OSD on firm's official letter head)  
Original Solution/Software Developer Authorisation Form (OSDAF)

To,

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

Dear Sir,

**Ref: RFP for Lead Management Application Solution(Re-Tendering)**  
**RFP Reference No.: DIT/BPR & BTD/OA/2043/2020-21 dated: 22/10/2020**

We ..... (Name of the developer) who are established and reputable developer/solution provider of ..... having offices at ....., ....., ..... and ..... do hereby authorize M/s ..... (Name and address of Bidder) who is the bidder submitting its bid pursuant to the Request for Proposal issued by UCO Bank on behalf, to submit a Bid and negotiate and conclude a contract with you for supply of Solution/Software developed by us against the Request for Proposal received from your bank by the Bidder and we have duly authorised the Bidder for this purpose.

We hereby extend our guarantee/ warranty and ATS as per terms and conditions of the RFP No **DIT/BPR & BTD/OA/2043/2020-21 dated: 22/10/2020** and the contract for the Solution/Software and services offered for supply against this RFP No **DIT/BPR & BTD/OA/2043/2020-21 dated: 22/10/2020** by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No **DIT/BPR & BTD/OA/2043/2020-21 dated: 22/10/2020**, in respect of such Solution/ Software and services. We undertake to provide back-to-back support for modifications/customisation and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as ATS period if the above bidder authorised by us fails to perform in terms of the RFP.

Yours Faithfully

Authorised Signatory

Name:

Designation:

Phone No.

Fax

E\_mail



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

	<b>2017-18 (Audited)</b>	<b>2018-19 (Audited)</b>	<b>2019-20 (Audited)</b>
<b>Net Worth</b>			
<b>Turnover</b>			
<b>Gross Profit</b>			
<b>Net Profit (Profit After Tax)</b>			
<b>Summary of Financial Position and working results</b>			
<b>Growth in Operations (%)</b>			
<b>Growth in profitability (%)</b>			

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

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

<b>Sl. No.</b>	<b>RFP Page No.</b>	<b>RFP Clause No.</b>	<b>Original RFP Clause</b>	<b>Subject/Description</b>	<b>Query sought/Suggestions of the Bidder</b>

**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 **Lead Management Application Solution(Re-Tendering)** hereinafter referred to as Stores and / or Services.

And

M/s\_\_\_\_\_ represented by\_\_\_\_\_ Authorised Signatory/Chief Executive Officer, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

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

### 3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc of \_\_\_\_\_ 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 behavior) 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.

16. 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.

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

18. The Parties here by sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_ (Seller/Bidder) and at \_\_\_\_\_ on \_\_\_\_\_ (Buyer)

BUYER

BIDDER /SELLER

Signature:  
Authorised Signatory  
UCO Bank ,  
Department of IT

Signature:  
Authorized Signatory

Place:  
Date:

Place:  
Date:

Witness :  
(Name & Address)

Witness :  
(Name & Address)



**NON-DISCLOSURE AGREEMENT**

**(To be executed on non-judicial stamp paper of requisite value)**

This Non-Disclosure Agreement is entered into on this ....day of ....., 2019

**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 **Lead Management Application Solution(Re-Tendering)** as per the terms and conditions specified in the RFP ref. no **DIT/BPR & BTD/OA/2043/2020-21 dated: 22/10/2020**. 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 Lead Management Application Solution(Re-Tendering).

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

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

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

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

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

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

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

- i) to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and
- ii) to specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other 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, Bank and M/s Enstage Software Pvt. Limited

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**

**For and on behalf of**

.....

.....

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ELIGIBILITY COMPLIANCE**

Sl. No.	Clause	Documents required	Bidder Response (Y/N)
1	<p>Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013</p> <p>OR</p> <p>Registered Partnership Firm under Partnership Act 1932 or a Government Organization/PSU/PSE/LLP.</p> <p>OR</p> <p>Concerns registered as MSME Entrepreneur &amp; still categorized as MSME as on RFP submission date.</p> <p>OR</p> <p>Start-ups as recognised by Department of Industrial Policy &amp; Promotion (DIPP)</p>	<p>Certificate of Incorporation &amp; Commencement of Business (applicable for Public Ltd. Companies) for registered company / a Government Organization/PSU/PSE/LLP. A certified copy of the same are required to be submitted with the Bid.</p> <p>Registration Certificate along with the latest partnership deed in case of partnership firm should be submitted as on RFP submission date.</p> <p>Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.</p> <p>Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME</p> <p>Relevant certificate issued by DPIIT(Department of Promotion of industry and internal trade)</p>	
2	<p>The Bidder should have minimum annual turnover of Rs. 50 Lakhs in any one year during last three financial years (2017-18, 2018-19 &amp; 2019-20).</p>	<p>Copies of the audited balance sheets of the company showing turnover, positive net worth of the company as per clause of RFP in financial years (2017-18, 2018-19 &amp; 2019-20) should be submitted along with Chartered Accountant Certificate.</p>	
3	<p>Bidder should have maintained a positive net-worth in any two of last three financial year i.e. (2017-18, 2018-19 and 2019-20).</p>	<p>Audited Balance sheet for FY- 2019-20 is not present, Balance Sheet of FY 2016-17 will be considered for the purpose of evaluation only in case balance sheet is not audited as on date of submission of bid.</p>	

		A self-declaration by authorised representative is to be submitted.	
<b>4</b>	The bidder should be an OSD or their authorized representative in India. In case OSD participate in the tender process directly, authorized representative will not be permitted to participate in the same tender process.	Undertaking / Power of Attorney (PoA) from the OEM / OSD mentioning a clause that OEM / OSD will provide support services during warranty period if the bidder authorized by them fails to perform.  In case of an authorized representative, a letter of authorization (MAF) / OSD Authorization Form from original manufacturer / solution developer must be furnished in original duly signed & stamped (As per Annexure – III & XIII).	
<b>5</b>	Bidder should not have been black-listed by (the Central / any of the State Governments or any Financial Institutions in India as on date of RFP submission) any bank / institution in India.	Self-declaration to this effect on the company's letter head should be submitted.  Bidder has to submit a Declaration in the format as mentioned in the Annexure – VII.	
<b>6</b>	The bidder/OSD should be in business of providing similar application/solution with similar modules for at least 1 year and any one scheduled commercial banks / BFSI in India as on date of submission of bid.	Documentary evidence with relevant copies of Purchase Order /Satisfactory Working Certificates / Completion Certificates / Installation Reports / Project Sign-Offs in the last two years including names of clients with Phone and Fax numbers, E-Mail IDs etc.	
<b>7</b>	In the proposed solution, at least lead management module must be running /used satisfactorily in at least one scheduled commercial banks / BFSI in India in last one year as on date of submission of bid.	Documentary evidence with relevant copies of Purchase Order / Satisfactory Working Certificates / Completion Certificates / Installation Reports / Project Sign-Offs in the last two years including names of clients with Phone and Fax numbers, E-Mail IDs etc.	
<b>8</b>	The service provider should ensure that there are no legal proceedings / inquiries /	Declaration in the letterhead of the bidder's company to that effect duly certified by Statutory Auditor	



investigations have been commenced / 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.

should be submitted.

**Note:-**

- a. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references.
- b. If the declaration/any documents given by the vendor is found to be false at later date, Bank reserves the right to disqualify the vendor or cancel the contract.
- c. The Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. 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 bidder.

### Security Specifications and compliance to scope of work.

Solution must not store / capture any customer related data other than those allowed by the bank. The proposed solution should consist of features such as machine learning and AI based mobile end-point threat detection, multifactor authentication and end to end encrypted channel of communication and should protect the bank's customers and bank employees from various forms of attack vectors including phishing, pharming, DNS poisoning, registry hijacking etc.

Following security features should be adhered by the proposed solution:

Sr. no	Features	Yes/No	Remarks
<b>1</b>	<b>Identity Protection (Mobile application)</b>		
1.1	The solution should support multifactor authentication namely what you know and what you have.		
1.2	Solution should support out of band authentication		
1.3	Solution should support multilevel authentication (e.g. user id/ password, Challenge/ Response etc)		
<b>2</b>	<b>Channel Protection</b>		
2.1	End-to-end Encryption (E2EE): End-to-end encryption (E2EE) encrypts plain text data at source with knowledge of the intended recipient, allowing the encrypted data to travel safely through vulnerable channels (e.g. public networks) to its recipient		
2.2	Establishment of secure channel only after mutual authentication		
2.3	Solution should ensure that the data being transmitted is not revealed in clear at any point in time to any network element.		
2.4	Solution should ensure that the access device cannot connect to any other server in bank's premise except the assigned banking server/s.		
<b>3</b>	<b>Device Binding/SIM Binding</b>		
3.1	This is critical feature envisaged by the bank where the solution should be able to assign a unique identity to each registered user using the registered SIM for accessing its enterprise resources in terms of application, data or interfaces.		

Sr. no	Features	Yes/No	Remarks
3.2	The solution should be capable of binding such registered numbers as identity to user identities whereby users should be only able to access the resources from their authorized SIM or mobile number.		
<b>4</b>	<b>External Attack Protection</b>		
4.1	<b>Protection from Phishing:</b> Fraudulent acquisition of sensitive information of Bank's customers by masquerading as a trustworthy entity in an electronic communication.		
4.2	<b>Protection from Redirection</b> of Bank's customer traffic to another, bogus website using one or multiple fraudulent techniques (Ex: -DNS poisoning, changing hosts file entries in user's PC etc.)		
4.3	<b>Protection from Replay Attack:</b> A Replay Attack is a breach of security in which messages from an authorized user who is logging into an Application are captured by an attacker and resent (replayed) at a later time.		
4.4	<b>Protection from Registration Hijacking:</b> The act of fraudulently registering on behalf of the authentic user at the time of registration of the token (first-time use).		
4.5	<b>Protection from Network Attacks:</b> which should include protection from - Malicious Wi-Fi Malicious VPN Network Sniffers DNS Spoofing/Poisoning CA Compromise		
<b>5</b>	<b>Application Protection</b>		
5.1	Solution should not require the bank's applications/ interfaces to be exposed on the network. (e.g. if the user needs to access the application over internet such application/ interface should not be carry any static IP address or host name which is visible on internet)		
5.2	The solution should form the first line of defence against all the attack vectors originating on the network.		
<b>6</b>	<b>Administration</b>		
6.1	Solution should provide easy to use web-based administrative panel		
6.2	Admin panel should provide for bulk enrolment facility of users.		

Sr. no	Features	Yes/No	Remarks
6.3	Admin panel should have capability of resetting/ un-enrolling the marketing officers with ease.		
6.4	Admin panel should have enhance user management features such as group creation, group enrolment etc.		
6.5	Solution should produce detail audit trail including but not limited to user ID, device IP address, resource being accessed, timestamp, login time etc.		
6.6	Solution should be able to produce various event based reports such as Lead location, Movement Register of MOs, logins, Lead Details etc.		

### **Technical Specifications**

Sr No	Features	Yes/No	Remark
	The Solution should be available for different platform like Android, iOS, Windows and any other Upcoming trending OS devices.		
1	The solution should be proposed for 1500 Marketing Officers.		
2	The proposed solution must support scalability to add additional 1500 users without discarding existing setup.		
3	The Solution proposed should be able to provide with High availability architecture within the primary site and replication between primary site and DR site.		
4	All activities at admin console should have an audit trail of all logon attempts and operations. Confidential Logs should be tamper proof.		
5	Solution must support the authentication at the time of pre login, user login of MOs.		
6	The solution should provide high scalability, ease of use and low latency to avoid degrading application or network performance.		
7	Solution should provide interface to integrate with Bank's existing HRMS module, Internet/mobile Banking application and other modules through API or ISO.		

Sr No	Features	Yes/No	Remark
8	It is required that Logs are captured to provide user and server activity reports for a defined time period.		
9	Support for encrypted communication between the components including the primary and failover servers.		
10	The solution must have capability to deliver out of the band authentication.		
11	The solution should require minimum customization for integration with the bank systems		
12	The solution architecture should be based on web services technology to ensure future interoperability and simpler integration with future applications		
13	The user's password must not be stored on the user's device.		
14	The solution shall provide the capability of detecting the Mobile app tampering, code injection, code modification, etc		
15	The solution should detect if the network connection (Wi-Fi or cellular) is compromised in any way for Rogue network or access point, etc.		
16	The solution shall protect locally stored data against ex-filtration or leak by encrypting it for storage, without storing the encryption keys on the device, thereby protecting data-at-rest on the device		
17	The solution should protect mobile application APIs against scripting attacks, credential harvesting and password spraying attacks, and DDoS attacks by only allowing connections from strongly authenticated endpoints		
18	The solution should combine multiple factors of authentication - known device based on device fingerprinting (possession factor), authenticated user based on user choice of biometric(inherent factor) or password/PIN (knowledge based factor), cryptographic identity (based on individualized keys).		
19	The solution should be working on SIM binding to authenticate the authenticity of user for installation of the solution on mobile device.		

## Bidder's Compliance to Scope Of Work

Sl. No.	Scope Of Work	Bidders Compliance (Yes/No)
1	Lead Management Application Solution(Re-Tendering) as per the terms and conditions specified in the RFP	
2	Vendor has to provide necessary SDK software technical details related to MO App Solution and impart necessary technical / functional training to Bank's staff to operate device and application software loaded therein. The bidder has to provide necessary user training to Bank's staff and / or its authorized personnel free of cost at dealing officials of the Bank. Bidder has to provide softcopy of user manual, training material etc.	
3	Vendor shall cooperate with the Banks internal audit teams and third-party external auditors for conducting periodical audit and shall also assist in strengthening of processes by attending to audit points	
4	Selected vendor will be responsible for managing the actions and activities of its personnel or the personnel of its subcontractors, etc. involved in the project and will be accountable for all the personnel deployed/engaged in the project.	
5	The entire activity under this facility would be guided by and conform to guidelines of UCO BANK, Reserve Bank of India, UIDAI, IBA, NPCI, State and Central Governments, legal provisions etc. if any issued from time to time.	
6	In the event of exit of the Vendor from the project, all the records & confidential information as would be required by the bank shall be handed over to the bank in form (as prescribed by the Bank at the time of exit).	
7	Bank reserves the right to change the Vendor with one month's notice to the concerned person	
8	A detailed agreement with SLA (service level agreement) will be done with the vendor specifying roles and responsibilities. This will include Non-Disclosure clauses also.	
9	The App based solution and Web based solution should be able to share data easily in near real time.	
10	The provided solution should be capable of delivering all the capabilities, facilities and modules as mentioned in Scope of work of RFP.	

**Note:** Bidders compliance "No" for any of the above criteria may result in rejection of the bid document.

## COMPLIANCE SHEET

DECLARATION

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref No. DIT/BPR & BTD/OA/2043/2020-21 Date: 22/10/2020 including all annexures, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the said RFP.

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

Authorized Signatory:

Seal

Date:

Place:

**Format of Masked Commercial for RFP for Lead Management Application  
Solution(Re-Tendering)**

**All Cost mentioned shall be quoted in Indian Rupees Only(₹).**

<b>Sl. No</b>	<b>Item Description</b>	<b>Total cost exclusive of Taxes/GST</b>	<b>GST rate (%)</b>
<b>1</b>	<b>Application Charges (User License wise)</b>		
<b>1.1</b>	Application Charges (Per user per month X 36 months) X 1000 (number of licenses)	XXXX	XX%
<b>1.2</b>	OS license charges (If other than latest Microsoft® Server or latest Oracle® Linux is proposed)	XXXX	XX%
<b>1.3</b>	Database license charge (if other than Oracle® is proposed)	XXXX	XX%
<b>1.4</b>	Middleware charges	XXXX	XX%
<b>1.5</b>	Others (If any, Details to be provided in the cell)	XXXX	XX%
	<b>TOTAL (A)</b>	<b>XXXX</b>	<b>XX%</b>
<b>2</b>	<b>Implementation Charges</b>		
	Implementation cost (including installation, configuration, customization, Integration, testing, Acceptance, etc. of solution) <b>(B)</b>	XXXX	XX%

<b>Total cost of Ownership (A+B) (in Figures)</b>	<b>₹ XXXX</b>
<b>Total cost of Ownership (A+B) (in Words)</b>	<b>Rupees _____ Only.</b>

**We confirm that:-**

- All prices should be quoted in INR only.
- The calculation for arriving at TCO is properly mentioned in the appropriate columns and we also confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO the Bank will have the right to correct the same and it will be binding upon our company.
- If the cost for any line item is indicated as zero or blank then Bank may assume that



the said item is provided to the bank without any cost. All cost is quoted in INR only.

4. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
5. We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
6. Total number of licenses is taken as 1000 to arrive at TCO only, however the amount will be paid for actual numbers of licenses used.
7. There is no commitment on minimum quantity of any line item to procure from the selected bidder.
8. Lowest Bidder (L1) will be determined on the basis of **Total Cost of Ownership (TCO) for 03 years.**
9. In case of any discrepancy between figures & words, the amount in words shall prevail.
10. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions.
11. 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.
12. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
13. 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

Authorized Signatory

Date

Name & Designation:

**Format of Commercial for RFP for Lead Management Application Solution(Re-Tendering)**

**All Cost mentioned shall be quoted in Indian Rupees Only(₹).**

<b>Sl. No</b>	<b>Item Description</b>	<b>Total cost exclusive of Taxes/GST</b>	<b>GST rate (%)</b>
<b>1</b>	<b>Application Charges (User License wise)</b>		
<b>1.1</b>	Application Charges (Per user per month X 36 months) X 1000 (number of licenses)		
<b>1.2</b>	OS license charges (If other than latest Microsoft® Server or latest Oracle® Linux is proposed)		
<b>1.3</b>	Database license charge (if other than Oracle® is proposed)		
<b>1.4</b>	Middleware charges		
<b>1.5</b>	Others (If any, Details to be provided in the cell)		
	<b>TOTAL (A)</b>		
<b>2</b>	<b>Implementation Charges</b>		
	Implementation cost (including installation, configuration, customization, Integration, testing, Acceptance, etc. of solution) <b>(B)</b>		

<b>Total cost of Ownership (A+B) (in Figures)</b>	<b>₹</b>
<b>Total cost of Ownership (A+B) (in Words)</b>	<b>Rupees _____ Only.</b>

**We confirm that:-**

1. All prices should be quoted in INR only.
2. The calculation for arriving at TCO is properly mentioned in the appropriate columns and we also confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO the Bank will have the right to correct the same and it will be binding upon our company.
3. 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.

4. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
5. We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
6. Total number of licenses is taken as 100 to arrive at TCO only, however the amount will be paid for actual numbers of licenses used.
7. There is no commitment on minimum quantity of any line item to procure from the selected bidder.
8. Lowest Bidder (L1) will be determined on the basis of **Total Cost of Ownership (TCO) for 03 years.**
9. In case of any discrepancy between figures & words, the amount in words shall prevail.
10. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions.
11. 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.
12. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
13. 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

Authorized Signatory

Name & Designation:

## Technical Bills of Material

### Details of Software to be supplied:

Sl. No.	Detailed Description	No. Of licenses	Others if any
<b>a) Operating System for Server (If other than latest Microsoft® Server or latest Oracle® Linux is proposed)</b>			
<b>b) Database details (If Other than Oracle® is proposed)</b>			
<b>c) Middleware</b>			
<b>d) Others (if any)</b>			

### Details of Hardware requirement for Cloud for hosting of application

Sr. No.	Item	Quantity	No. of CPU Core	Memory	Storage	Other Details
1	DC Server					
2	DC Storage					
3	Other Hardware					

**PROFORMA FOR DEED OF INDEMNITY**

(To be stamped in accordance with the stamp act)

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt M/s \_\_\_\_\_ (Name of the consultant 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 as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of

the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ (Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We \_\_\_\_\_ [indicate the name of bank ISSUING THE GUARANTEE ] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.

7. We, \_\_\_\_\_ [indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed Rs\_\_\_\_\_. (Rupees \_\_\_\_\_) only.

ii) This Bank Guarantee shall be valid upto \_\_\_\_\_ and

iii) 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 bidder 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.

**Implementation Schedule**

Following is the implementations (by selected bidder) schedule for modules of Scope of work (Both for Mobile App and Web Portal):

<b>Sr. No.</b>	<b>Module Name</b>	<b>Modules No. of A. Functional Requirement</b>	<b>Required Delivery Time Line From 0 to 12 Week</b>
1	<b>Lead Management</b>	<b>3</b>	By 7 <sup>th</sup> Week
	<b>Visit Management</b>	<b>2</b>	
2	<b>Managing the tracking and reporting of Marketing Officers</b>	<b>1</b>	By 10 <sup>th</sup> Week
3	<b>*Analytics, dashboard and reports</b>	<b>4</b>	By 12 <sup>th</sup> Week

Implementation of Part A (Integration of the solution with the current systems of the bank) and Part B (Infrastructure of the solution with the current systems of the bank) is to be included and completed with their respective modules.

**\*Analytics, dashboard and reports** (Basic level) to be provided with the respective modules, which will help to track, and evaluate the implementation effectiveness of the module. However this module should be enhanced, finalized and delivered as last stage (Sr. No. 6 of abovementioned implementation schedule).

**Technical Evaluation Sheet**

Sr No	Point	Marking System	Marks Scored by bidder (Self-Assessment)
1	Experience of implementing Lead Management solution as per the terms & conditions specified in the RFP.	20 marks: More than 4 and above Banks/BFSI 15 marks: 2 to 3 banks/BFSI 10 marks: 1 to 2 banks/BFSI	
2	Experience in integrating the Lead Management Solution with Bank's internal systems like CBS, LOS, HRMS, Website etc.	10 marks: More than 3 systems 8 marks: 2 to 3 systems 5 marks: 1 system	
3	Experience in implementing the module requested as per scope of work	Lead Management – 5 Marks Tracking- 3 Marks Analytics Module- 2 Marka	
4	Dedicated support system for bank through various channels such as Helpdesk, IVR, Email, WhatsApp, SMS	10 marks: All 4 channels 7 marks: 2 to 3 channels 5 marks: 1channels	
5	Presentation on the proposed solution by bidder	Maximum 50 marks	
	<b>Total</b>	<b>100 Marks</b>	

\*Startups are advised to design presentation to display their capabilities as per criteria mentioned in eligibility clauses of score sheet.

Minimum 70% marks is required for qualifying for Commercial bid opening

Marks of presentation will be decided base on following points (but not limited to):

Porotype, Relevance, Market Analysis, Future scalability, Integration capability, Organisation and team structure of the bidder, Understanding of project in Bank's prospective, Availability of existing solution, customisation capabilities. Bidders have to give live demonstrations of proposed solution.



**Restriction on Procurement due to National Security**

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

**To,**

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

Dear Sir,

**RFP ref No. - DIT/ BPR & BTD/OA/2043/2020-21 DATE: 22/10/2020**

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

Yours Faithfully,

Authorised Signatory,

Name:

Designation:

Vendors Corporate Name:

Address:

Email:

Contact No.