

Request for Proposal (RFP)
For
Selection of partner for implementation of Digital
Customer On-boarding Solution with 360-degree
view of Customer profile



Digital Banking Department (4th Floor)
UCO Bank Head Office,
DD 3&4, Sector 1, Salt Lake, Kolkata 700064
West Bengal

RFP REF NO: UCO/DIT/ 1512 /2022-23 dated 13/09/2022

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

This document is prepared by UCO Bank for Selection of partner for Digital Onboarding of Customers & 360 Degree View of Customer Profile. It should not be reused or copied or used either partially or fully in any form.

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UCO Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website and it will become part and parcel of RFP.

UCO Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. UCO Bank reserves the right to reject any or all the expression of interest / proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of UCO Bank shall be final, conclusive and binding on all the parties.

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Bid Control Sheet

Tender Reference	UCO/DIT/ 1512 /2022-23 dated 13/06/2022
Cost of Tender documents	Rs.10,000/- (Rupees Five Thousand only)
Date of issue of RFP	13.09.2022
Earnest Money Deposit (EMD)	Rs. 10,00,000/- (Rupees Ten Lacs only) (in the form of Bank Guarantee)
Date of web upload of RFP cum tender document	13.09.2022
Last date for submitting queries for the Pre-bid Meeting	20.09.2022 by 4:00 PM
Pre-Bid meeting /Venue	21.09.2022 at 12:30 PM, UCO BANK, Head Office-2, Department of Information Technology, 7th Floor, 3 &4 DD Block, Sector -1, Salt Lake, Kolkata-700 064. Or through WebEx Video Meeting (to be informed later)
Last Date and Time for receipts of tender bids	11.10.2022 at 4:00 PM
Opening of Part-A Confirmity to Eligibility Criteria	11.10.2022 at 4:30 PM
Opening of Part-B Technical Proposal	Will be intimated at a later date.
Opening of Price/Commecial Bid	Will be informed subsequently to technically qualified bidders.
Address of Communication	UCO BANK, Head Office-2, Department of Information Technology, 7th Floor,3 &4 DD Block, Sector -1, Salt Lake, Kolkata-700 064.
Email address	hodit.proc@ucobank.co.in ho.digital@ucobank.co.in
Contact Telephone Numbers	Tel: 033-4455 8426/7313/9775/9770
Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology,7th Floor, 3 &4 DD Block, Sector -1,Salt Lake, Kolkata-700 064.

Note: This document can be downloaded from Bank's website <https://www.ucobank.com/English/tenders.aspx> In that event, the bidders should pay the Application Fee for tender document by means of DD, drawn on any scheduled Commercial Bank or through NEFT for the above amount in favour of UCO Bank, payable at Kolkata and submit the same along with the Bid document.

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. The bidder appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project. Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the scope of work. Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the RFP document shall be the governing document for arrangement between the Bank and the selected bidder in terms of this RFP document

ANNEXURES (To be submitted with Part A- conformity to eligibility criteria)

1	Check List	
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ANNEXURES (To be submitted with Part B-Technical Proposal)

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A. INTRODUCTION

1. About UCO Bank

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, and its Department of Information Technology at 3 & 4, DD Block, Sector – 1, Salt Lake, Kolkata – 700064, hereinafter called “The Bank”, is one of the leading public sector Banks in India having more than 3200+ Domestic Branches, two Overseas Branches one each at Singapore & Hong Kong Centres, 2200 + ATMs & Cash Recycler Machines, 1000 + Passbook Printing Kiosk spread all over the country. All the branches of the Bank are CBS enabled through Finacle 10. x as a Core Banking Solution. Bank is having latest State of Art E-Banking & m-Banking solution to facilitate our customers to fulfil their Banking needs 24X7.

2. Definitions

- a) ‘Bank’ means unless excluded by and repugnant context or the meaning thereof, shall mean ‘UCO Bank’, described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successor and permitted assigns.
- b) ‘RFP’ means Request for Proposal for Selection of Bidder to Provide Digital Customer onboarding with 360 degree view.
- c) ‘Bidder’ means a bidder submitting the proposal in response of RFP.
- d) ‘Contract’ means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- e) ‘Successful Bidder’/ ‘L1 bidder’ means the Bidder who is found to be the lowest price bidder, subject to compliance of all the Terms and Conditions of the RFP, etc.
- f) ‘Solution’ means the Solution to facilitate Digital onboarding of Customer along with 360 degree view & personalized offers/recommendations.
- g) ‘Proposal’ means that Technical proposal and financial proposal as per the formats prescribed in the RFP.

3. Overview

Bank requires Solution to Digitally onboard Customers along with provide their 360 degree view and personalized offers and provide them services in a better and efficient manner. In this connection, Bank invites sealed offers (‘Conformity to Eligibility Criteria’, ‘Technical Proposal’ and ‘Commercial Bid’) to provide Digital Customer Onboarding solution with 360-degree view as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

The RFP document is not a recommendation, offer or invitation to enter into a contract agreement or any other arrangement in respect of the services. The

provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and successful bidder as identified by the Bank after completion of the selection process.

4. Objective

Bank intends to select a bidder to provide Solution to digitally onboard Customers in Bank along with 360-degree view and personalized offers /recommendations over the next 3 to 5 years.

5. Eligibility Criteria:

Reputed companies meeting the following minimum criteria as on the date of RFP are eligible to apply and are required to submit documents as per Annexure – 2 and Appendix-A. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.

Sl.	Eligibility Criteria	Documentary proof required for each of the eligibility criteria stipulated
1.	<p>Bidder should be a limited company (Public / Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on RFP issuance date.</p> <p>Companies/Firm registered as MSME Entrepreneur & still categorized as MSME as on RFP submission date.</p> <p>Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt. of India.</p>	<p>1. Certificate of Incorporation issued by Registrar of Companies.</p> <p>2. Copies of Memorandum of Association.</p> <p>3. Copies of Articles of Association</p> <p>4. Shareholding pattern</p> <p>5. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.</p> <p>6. Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.</p>
2.	<p>The bidder should have a minimum Annual Turnover of at least Rs. 10 Crores in each year for last 3 financial years i.e. F.Y. 2018-19, 2019-2020 and 2020-21 as per audited balance sheets.</p>	<p>Bidder has to submit Audited Balance Sheet for last 3 financial years (i.e. 2018-19, 2019-2020 and 2020-21).</p> <p>AND Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.</p>

3.	The bidder should be a profit making company and should have positive net worth during 3 three consecutive financial years (2018-19, 2019-2020 and 2020-21).	The Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.
4.	The bidder should have implemented proposed solution in at least one (1) scheduled commercial Banks in India with more than 1000 branches.	Documentary evidence/ Certificate from the Bank covering the required details to be enclosed.
5.	The platform should be operational for minimum of 2 years in any scheduled commercial Bank having customer base of two crore (2,00,00,000) or more, as on the date of bid submission.	Documentary evidence/ Certificate from the Bank covering the required details to be enclosed.
6.	The bidder should not have been debarred/ blacklisted by any Govt. /Govt. Agency / Bank(s) / Financial Institutions / RBI / IBA in India as of RFP issue date for breach of any applicable law or violation of regulatory prescriptions wr breach of agreements.	Declaration in the letterhead of the bidder's company to that effect should be submitted regarding non-blacklisting of the company.
7.	The bidder should ensure that there are: a. No legal proceedings pending or threatened against bidder or which adversely affect / may affect performance under the contract; and b. No inquiries or investigations have been threatened, commenced or pending against the bidder or by any statutory or regulatory or investigative agencies.	Declaration in the letterhead of the bidder's company to that effect duly certified by Statutory Auditor 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 bidder is found to be false at later date, Bank reserves the right to disqualify the bidder or cancel the contract.
- 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.

6. Scope of Work

Digital Onboarding along with 360-degree customer profiling serves as a medium for self as well as branch onboarding of customers for all important Banking needs (like: opening of CASA account, lead generation). The proposed solution will help the Bank in onboarding and engagement with existing customers of the bank to build customer relationships through increased usage of the banking features provided to them. The 360-degree customer profiling provide the complete profile snapshot of customer that includes details of customer like existing relationship/accounts/Balance, CIBIL score etc. as well as scope for cross-selling/upselling.

Details of the scope:

- The proposed Platform should be Universal Omni-channel Application built on an Open Architecture based API enabled Platform to provide a superior digital experience to Retail and Corporate customers of the Bank.
- The platform to delivers a unified customer experience that acknowledges the various touch points along the customer journey and the users should be able to avail the banking services from a website/portal, mobile app (Android & iOS), bank's branch (**considering minimum branch/ Field user/ BC user to be 3000, which may be extended above 6000**), call centre, self-service kiosks, or any other available channel.
- The platform should be capable to implement current & future requirements of the Bank with **ability to handle atleast 5000+ concurrent sessions** without any data loss and with response time of less than 1 second.
- The platform is required to deliver banking products and services to its customers through digital channels. Besides banking products & services, the bank is also looking to enhance customer experience by delivering other financial and lifestyle products / services, as per the defined scope.
- Provide interfaces required to integrate the solution with other banking systems and applications and provide complete testing and required training and provide hand-holding support during roll-out.
- OCR/ICR capability with data entry options.

Key modules/Functionalities:-

The proposed solution should have following important modules/functionalities:--

1. Digital onboarding
2. Customer 360 degree view

1. Digital Onboarding:

- The proposed solution will be a single stop for new CASA customer onboarding and opening of Recurring as well as Fixed Deposit.
- Journeys shall be designed by taking in to account all products and customers' Existing to Bank (ETB) as well as New to Bank (NTB).
- The platform must be designed in such a manner that minimum input may be taken from user and all possible fields will be fetched automatically from various available mechanism.
- The Platform shall be able to on-board NTB customers through integration with bank's existing E-KYC/V-KYC systems or through Bank's partner module.

- The solution should have signature capturing and C-KYC (id generation for new and auto fetching from existing customer) capability along with e-Sign mechanism for smooth digital experience.
- The solution should comply with all RBI/Regulatory guidelines for E-KYC/ V-KYC.
- The solution should have in-built AML capability.
- The bidder will tie-up with various available Fintech partner(s) / Bidder (s) to enable End to End automation of digital onboarding of the customers on Asset (Current Account) or Liability (Saving Account). The proposed Platform should be able to provide or to integrate with these Fintech partner(s) / Bidder (s) through APIs to enable the customers for hassel free onboarding through the platform. The customer onboarding to follow all the regulatory guidelines including Bank guidelines.
- Platform should have in-built Business Rules Engine (BRE) to assist the Bank in decisioning digitally.
- The ability to configure dynamic rules across products which remain flexible and adapt based on pre- defined / identified scenarios.
- Platform shall provide facility for Geo tagging.
- Instant V-KYC facility as well as scheduled V-KYC facility.
- Alert management to leverage opportunity to market the right product & services

2. Customer 360 - degree view:

- The solution should have the ability to provide a comprehensive 360° view of the Customer across interactions, channels, products, and households in one screen.
- It should provide details of all Activities (both historical and planned).
- List of e-channel status (Internet Banking, ATM Chanel Usage, Mobile Banking etc.)
- List of new sales in progress (Current lead progress etc.)
- List of complaints and service requests with status. It should have details of all pending and resolved Service Requests & Complaints.
- Drill down on customer to see the details.
- Demographic Profile information of the Customers like age, gender, marital status, nationality, Territory, income, etc.).
- Ability to maintain Customer Segment information including segment and segment attributes, Wallet Share etc.
- Provide the ability to search the customer with advanced search function on fields such as his customer identification number, name, date of birth etc., for all interactions which involve sales and service transactions.
- Ability to maintain individuals or corporate customers who have been identified by the bank as prospects or potential target customers, who may not have any previous business with the bank.
- Ability to convert a Lead into a Customer without re-entering the customer information captured during the prospecting stage.
- The application should be configured to fetch / load all customer / Account and transaction information from different application based on client id/contract/application number.

- The application should be configured to improve the up-selling and/or cross selling, which are right now time consuming since users need to go to different applications / website for speedy promotions.
- View of Customer relationships with others within the CRM system.
- Graphical indication of customer profile completeness and ability to provide users with quick access to capture additional customer data through the system.
- Ability to the bank's administrators to define the various profile completeness measures from time to time based on bank's marketing strategy.
- Ability of the product to categorize the contact association type (i.e. Employee, partner, customer, vendors etc.)
- Ability of the system to indicate the industry and sector (with description) the customer operates in.
- Ability to relate customer contacts as per their organizational hierarchy and present the same.
- Ability of the system to show other details regarding the customer such as, a) Last transactions b) Deposits c) Active Loans d) Cash Management Services e) Other products and services
- Ability to upload and present Softcopies of documents exchanged between the customer and the bank. These documents need to be maintained in CRM's DMS or interfaced from Bank's enterprise DMS.
- Ability of the system to indicate if the account of the customer is dormant and/or inactive.
- Number of visits to the Customer in the past one year.
- Ability of the system to prompt on the customer screen of any up sell and cross sell Leads that might be relevant to the customer.
- Ability of the system to track the various touch points that are used by the customer to get in touch with the bank
- Ability to create and maintain relationship between accounts, contacts, Leads, and cross sell leads.
- Ability of the system to open the documents that have been lodged into Document Management System (DMS) or import lodged documents links from External System.
- System should provide two different views for Customer 360 degree:
 - I) Tab view
 - II) Card view
- CRM system should provide an option to switch from tab view to card view on a click of a button.
- Unlock customer insights through powerful analytics to thoroughly engage customers

Key Features:-

Digital Onboarding – CASA

The minimum required features for Digital Onboarding – CASA is as under:

FEATURE	DESCRIPTION
Change Language	Enable user to change language.

FEATURE	DESCRIPTION
Select Product	User can select the product and sub product that want to create an application in.
Single/Joint Account	User can choose the type of accounts either Single or Joint Account. In case of Joint account, user should enter the number of applicants.
Customer Verification	Stage where the user is verified, national ID, PAN, mobile number are some of the options.
KYC Verification	User's KYC is verified based on the document that is preset by the bank.
Personal Details	Stage where the user's personal details are captured.
Employment Details	Stage where the user's employment related details are captured.
Nominee Details	Stage where the user's nominee details are added. Maximum number of nominees can be set from admin module
Banking Facilities	Stage where user's preference on banking facilities is captured.
Upload Documents	Stage where all the necessary documents are uploaded.
FATCA	Stage where FATCA Details are captured
CRS (Common Reporting standard)	Stage where CRS Details are captured
KYC Mode	Stage where user chooses either to go with Video mode or non-video mode type of KYC.
Terms and Conditions	Stage where user would read and accept terms and conditions.
Confirmation	Stage where the user can review all the information recorded and go back to any specific stage and modify them.
Stage Menu	Menu shows all the stages that are configured for the flow. User can hover on the bubble to see the stage name.
Registration	Application will redirect to the Digital Consumer Banking Registration screen with pre-populated customer ID and mobile number. Customer should click on submit button to register for Consumer Banking Application.
Fund Account	An option to fund the newly opened account.
Download Application Form	Users can download the application form for CASA product.

Digital Onboarding – DEPOSIT

For New to Bank users the application will redirect to open CASA first before opening Deposit. Existing users can directly open Deposit account by choosing product type DEPOSIT.

The minimum required features for Digital Onboarding – DEPOSIT is as under:

FEATURE	DESCRIPTION
Change	Enable user to change language.

FEATURE	DESCRIPTION
Language	
Select Product	User can select the product and sub product that want to create an application in.
Customer Verification	Stage where the user is verified. We can control the inputs received by new/existing users.
Deposit Details	User to input deposit details like deposit amount, tenure etc. and see interest rate, interest payout, maturity date and maturity amount.
Nominee Details	User can select existing nominees or add a new one.
Autopay details	User to enter auto pay details (for RD) like account number, autopay date etc.
Initial Fund	User to select initial funding account details.
Terms and Conditions	Stage where user would read and accept terms and conditions.
Confirmation	Stage where the user can review all the information recorded and go back to any specific stage and modify them.
Stage Menu	Menu shows all the stages that are configured for the flow. User can hover on the bubble to see the stage name.
Download Application Form	Users can download the application form for Deposit product.

Customer 360 degree view:-

The minimum required features for Customer 360 degree view is as under:

FEATURE	DESCRIPTION
Change Language	Enable user to change language.
Customer Portfolio/ profiling	Solution should provide dashboard to display complete profile of customer in the Bank including Banking relationship , turnover, Transaction patterns etc. (Both summary & Details).
Customer profitability/Life time value	Measure the profitability and lifetime value of every customer using advanced analytics to provide them with appropriate levels of service.
Customer Risk Profiling	Solution should be able to carry out customer risk profiling.
Customer gap analysis	Solution should be able to carry out gap analysis in customer & making personalized product recommendations.
CIBIL Score/ Details	Solution should provide CIBIL score and existing/past loan details of the customers.
Suggest Personalised Offer	Solution will suggest personalised offers for prospective customers using AI/ML/ Data analytics tool based on customer demographics, stage of life, channel usage, and risk profile. (Right product for right customers.)
Lead	Solution will generate Bulk/ Personalised leads for cross

FEATURE	DESCRIPTION
Generation	selling/Up selling based on AI/ML.
Proposal Generation	Solution will generate Proposal generation for offers for customers.
Rule Engine	Should have feature to configure rules for lead/offer generation

Capabilities required in Solution: -

- Data Entry
- Document Capture
- Dedupe/Blacklist Check
- KYC Validation
- Document Classification
- Exception Handling
- Document Generation
- Account Creation
- Process Dashboards
- Digital Welcome Kit
- Integration with CIBIL, NSDL, UIDAI, EPFO, GSTN, Other Government Portals etc.
- Document Archival and Integration with Bank's internal DMS(Document Management System)
- Personalized offers/Lead/Proposal Generation

Deliverables:-

Standard deliverables which shall be present in the solution are:

- Customer & Branch facing solution for Digital onboarding of customer (Both app & web based)
- Customer 360-degree profile
- Service Request and Complaint Management:
 - The solution should have ability to log and track complaints through their lifecycle.
 - The solution should have ability to capture service request including Service Request category/types, Service Request sub-category/sub-types (including validation), Service Request severity, Service request description, Requestor information (Name, department, phone number).
 - The solution should have ability to easily implement best practice complaints-handling processes. Automatic rule based assignment of cases based on type of complaint, product, department and skill.
 - Tracking of complaints and activities in real-time, from initial capture through to closure.
 - Enforcement of compliance to best-practice processes same as above. Drives cases through to completion using workflow, alerting and escalation.
 - Ability to track complaints and define TAT (Turn Around Time) for each step of resolution. The solution should be able to maintain an Integrated knowledge base.

- Ability to automate the banks complaint handling procedures, providing predefined steps and responsibilities to aid the overall process.
- Ability for management to analyses complaints by category, status, department, assignee, date raised, criticality, etc.
- Customer 360 view should present a Case listing card which lists all on cases with details like: Case Id, Case Type, created on, contact person, Case source and SLA.
- Clicking on any of the Case Id, should open the "Case 360 view"
- The solution should provide a user friendly Case 360 view interface and ideally allow users to toggle between detailed tab view and compressed display of information in single view.
- "Following details should be available as part of compressed case 360 view:
 - ✓ Case Summary Details
 - ✓ Case Life Cycle
 - ✓ Related Solutions
 - ✓ Case - Agent Mapping
 - ✓ Internal collaboration
 - ✓ Customer interaction history
 - ✓ Call Script
 - ✓ Service Quality Feedback
 - ✓ Alerts
 - ✓ Surveys
 - ✓ Attachments
- A visual indicator presenting all stages in the case life cycle should be available in the case 360 view. It should present all stages defined as part of case resolution process from creation to closure.
- The visual indicator should provide a clear demarkation of the steps which have been completed, current step and upcoming steps.
- The visual indicator should also present case related fields which were captured at each stage and are important to a specific stage in the closure process.
- Case 360 view should provide dynamic help to the sales force regarding each step of the deal fulfillment process. It should clearly highlight what needs to be done at a particular case stage, what information/docs need to be gathered from customer and what information needs to be provided to the customer.
- Dynamic help option should guide users regarding the case resolution process on step-by-step basis and also save on training cost.
- Ability to capture the cases through various channels like Call centre, Branch, Email, SMS, Website, Social Networking sites etc. Ability to track all information of case from creation to closure using a systematic sales process.
- Ability to distribute and assign cases manually as well as based on rules by case category, skill, product etc.
- Ability to route cases within and outside department.

- Ability to monitor cases to provide automatic alert, escalation or reassignment if the users who own that case do not take action within a specified time frame.
- Ability to define Turn Around Time (TAT) for different stages of case closure process.
- Ability to prioritize cases.
- Automatically flag cases if already escalated to allow supervisors to see how many cases were actioned within TAT.
- Ability to provide support for setting up call scripts / dialogs (FAQs, etc.) for case handling by RMs and Customer Service Representative.
- Ability to send reminders or notifications if a case has breached the TAT for stage transitions.
- Ability to define internal and external SLAs for better customer satisfaction.
- Ability to support the definition of different case closure processes.
- Ability to support pre-configured case related reports.
- Ability to provide the managers with dashboards that provide them an overview of their team's performance.
- Ability to provide a solutions repository. The repository should have solutions to cases successfully resolved in the past, which could be referred by RMs and service team for handling similar cases and provide first time right resolution.
- Ability of the system to define case resolution process workflow based on which it is ensured that RM's or CSOs execute case resolution in a defined way.
- Ability to define multiple case resolution process workflow based on products, channels, category, sub category etc. or a combination of these parameters.
- Process Management tools must be available out of the box without the need of integrating to any external BPM tools. It should be available as part of CRM platform at no additional license or product cost.
- Process Management tools should provide a drag and drop based interface to create and manage processes, No code level or script level change should be required for the same.
- Ability of the system to define the "type" of request (given below) that is raised by the customer through various channels such as Internet Banking, Call Center, etc. a) Complaint b) Query c) Service Request
- The system should allow to take down multiple requests for a single customer without re-entering profile data of the customer.
- System should allow linking multiple requests under a single service request number for a particular customer.
- System should have the ability to auto-populate fields based on previous calls or other known data.
- System should have provision to restrict users (depending on user role, processing status, current owner) in editing the service request data. Depending on the status flag, service request edit, update option should be available to the appropriate users.

- System should allow the appropriate user (customer service executive, operations user) to tag a request either initial, follow-up or escalated request.
 - System should automatically flag service requests if already escalated to allow supervisors to see how many were actioned within SLA .
 - System should have capability to monitor Turn Around Times based on the service type.
 - System should have capability to provide documents checklists for documents/ KYC based on the service types.
 - System should allow service request allocation and next stage movement happen post completion of documentation fulfilment. System should have the provision of user defined workflow.
 - System should be linked with product catalogues, FAQs for real time support for the agent/branch staff.
 - System should have the provision to track First Time Resolutions (FTRs), compare TATs and identify efficient employees.
 - System should be able to automatically create a service request from the incoming e-mails.
 - System should intelligently find the relevant key words from the subject or email body and automatically create a service request under specific call type subtype.
 - The system should have the provision to establish user-defined workflow as per request type.
 - System should provide compliance approval workflows that can be configured and routed to authorized users / user groups.
 - The system should have the provision to establish work queues for each department, or sub-department, for routing of requests
 - The system should have the provision to manage different permissions for access to data and service request types based on user profile.
 - System should provide readymade adapters to integrate with available telephony systems and dialers like CISCO, AVAYA etc.
- **Lead Generation/Management**
- Ability to list all on-going Leads with basic details like Lead name, Lead value, creation date, contact person etc.
 - Clicking on any of the Lead should open the "Lead 360 view" i.e. detail view of the Lead.
 - The solution should provide a friendly user interface and allow users to toggle between detailed tab view and compressed display of information in single view.
 - "Detailed view should present following details for a Lead:
 - ✓ Lead summary
 - ✓ Contact Information
 - ✓ Lead Financial Details
 - ✓ Lead-RM Mapping
 - ✓ Lead Process
 - ✓ Activity History
 - ✓ Interaction History
 - ✓ Internal and External SLA

- ✓ Audit Trail
- ✓ Related attachments"
- A visual indicator presenting all stages in the Lead life cycle should be available in the Lead 360 view
- The visual indicator should provide a clear demarkation of the steps which have been completed, current step and upcoming steps.
- The visual indicator should also present Lead related fields which were captured at each stage and are important to a specific stage in the fulfilment process.
- Lead 360 view should provide dynamic help to the sales force regarding each step of the Lead fulfilment process. It should clearly highlight what needs to be done at a particular Lead stage, what information/docs need to be gathered from customer and what information needs to be provided to the customer.
- Dynamic help option should guide users regarding the sales process on step-by-step basis and also save on training cost.
- Ability to capture the Leads through various channels like Call centre, Branch, Email, SMS, Website, Social Networking sites etc. Ability to track all information of Leads from creation to closure using a systematic sales process.
- Ability to distribute and assign Leads based on rules by sales person, sales team or sales territory.
- Ability to monitor Leads to provide automatic alert, escalation or reassignment if the users who own that Leads do not take action within a specified time frame.
- Ability to define Turn Around Time (TAT) for different stages of Lead processing.
- Automatically flag leads if already escalated to allow supervisors to see how many Leads were actioned within assigned TAT.
- Ability to update Lead status and probability of win manually or automatically by the sales process.
- Ability to support in managing sales teams and territories
- Ability to provide support for setting up call scripts / dialogs (FAQs, etc.) for sales by call centre agents.
- Ability to send reminders or notifications if a lead has breached the TAT for stage transitions.
- Ability to capture lead win/ loss reasons in the system
- Ability to support the definition of different Lead fulfilment processes.
- Ability to support pre-configured Lead related reports.
- Ability to provide the RMs with dashboards that provide them an overview of their team's performance.
- Ability to provide RM's role and business line specific landing pages.
- Landing page should present RMs action items including but not limited to tasks, appointments, alerts, industry news, important reports. All these details should be present as a single screen.
- Ability to personalise landing pages as per RM role needs.
- Ability of the system to define sales process workflow based on which it is ensured that RM's execute sales in a defined way.

- Ability to define multiple sales process workflow based on products, channels, territory etc. or a combination of these parameters.
- "System should have out of the box comprehensive process/workflow management capabilities, which should be able to manage processes with different complexity levels:
 - ✓ Simple Process Management (Simple and linear flows)
 - ✓ Complex Process Management (Complex and non-linear flows with business rules and screen flow capabilities)
- Process Management tools must be available out of the box without the need of integrating to any external BPM tools. It should be available as part of CRM platform at no additional license or product cost.
- Process Management tools should provide a drag and drop based interface to create and manage processes, No code level or script level change should be required for the same.
- Ability of the system to enter/schedule planned visits and follow up phone calls.
- Ability of the system to suggest alternate offers in addition to the one requested by customer/ prospect within the defined sales process.
- Ability to perform real time internal and client meetings using CRM platform. Record MoM, define decision items and action items in the system.
- Ability to extract minutes of meeting as PDF or email directly to the required stakeholders from the CRM platform.
- Ability to automatically allocate task and create follow up reminders directly from the minutes of meetings, with no need to define and allocate tasks separately.
- Ability to capture the leads through various channels like Call center, Branch, Email, SMS, Website, Social Networking sites etc. Ability to track all information of leads from creation to closing using a systematic sales process.
- Ability to monitor leads to provide automatic alert, escalation or reassignment if the users who own that leads do not take action within a specified time frame.
- Automatically flag leads if already escalated to allow supervisors to see how many leads were actioned.
- Ability for the users to know the number of days since the last stage change of a lead.
- Ability to support the creation of product knowledge base that can be used by users.
- Ability to send reminders or notifications if a lead has breached the TAT for stage transitions.
- Ability to support pre-configured lead related reports.
- Ability to provide the managers with dashboards that provide them an overview of their team's performance.
- Ability to reconcile the leads with the core systems once a lead is closed.
- Ability to support quick queries that can provide the user with the list of leads that are ready for reconciliation

- System should have the provision to junk the lead if it turns out to be false lead.
- System should have the provision to create the lead through bulk upload functionality.
- System should have the provision for a supervisor to view the leads allocated/ generated by his team.
- System should have the provision to re-allocate the leads by the supervisor.
- Reporting and Dashboard
 - The system should have a capability to provide an integrated reporting tool for new reports to be created as required. The tool should enable the Business users to create dynamic reports.
 - The system should have a capability to provide a comprehensive reports for various modules and activities in CRM.
 - The system should have a capability to make changes to existing reports by end users and should not require major effort from IT department or customization from the service provider.
 - The system should have a capability to restrict access based on users' roles and authorization. For example, the leads generated by the East zone should be available with the channel head/Branch head of eastern zone. This report should not be visible to the same channel head of say South zone. However the channel head of PAN Country will be able to view all the reports.
 - The system should have a capability to export reports to other formats like Excel and PDF format. Download option to XL or PDF should be present.
 - The system should have a capability to schedule reports to various business users at desired frequency such as daily, weekly, monthly, quarterly, yearly. Admin user should have provision to re-schedule/change the frequency as well.
 - The system should have a capability to allow users to choose a date and time range for which the data can be extracted. There can be restriction on the date range depending on the volume of data.
 - The system should have a capability to do real-time reporting as per the business requirements.
 - The system should have a capability of wizard-based report builder for the users.
 - System should have ability to natively support service reporting capabilities. Natively means the reports are directly and automatically generated from the application or a seamlessly integrated component of the application suite without requiring any customization.
 - System should have ability to track changed data, inquiry history and audit trail (i.e., essentially, a log of all action data).
 - The solution should provide dashboard capabilities that will display reporting information based on user defined roles within the CRM system.
 - System should have the ability to customize dashboard information based on a user's desired level of information.
 - System should have the capability to conduct a drill down within the report.

- System should have filter criteria on all the columns present in the report table. That means if Lead generation report contains, branch name, Lead sourced by, Lead source date, Customer Name, Customer Contact number etc. then there should be a filtering criteria against each of the columns available on the report.
- Filtering on the existing report should be an inline function of the display report page. It should be a case where data needs to be downloaded to conduct the analysis on the report.
- System should have ability for reports to be viewable on the screen, in hard-copy format, or available via the web (if security has been allowed to do this for the specific report(s)).
- System should have ability for query selection criteria to be named and saved for future use.
- System should have ability for scheduling of pre-defined reports that can be waiting for the staff or pushed to them via email on demand, monthly, weekly, etc.
- System should have ability to utilize pivot tables in the reports.
- System should have the capability to export data to multiple formats . For example, .csv.
- The solution should provide front end Ad-hoc reporting tool using which ad-hoc reports can be developed by the specific set of users and publish it so that it can be used by other users.
- Lead Details reports (Country wise, Zone wise, Region wise, Branch wise, Contact center wise, product wise, line of business wise, sales channel wise, Person wise etc.)
- Sales conversion report (Country wise, Zone wise, Region wise, Branch wise, Contact center wise, product wise, line of business wise, sales channel wise, Person wise etc.)
- TAT report for SRs and complaints (Country wise, Zone wise, Region wise, Branch wise, Contact center wise, product wise, line of business wise, sales channel wise, Person wise etc.)
- Reports on complaints from customers (Country wise, Zone wise, Region wise, Branch wise, Contact center wise, product wise, line of business wise, sales channel wise, Person wise)
- Total number of open in-process and closed inquiries, requests and complains
- Overall response time and average response time (Branch wise, Contact center wise, product wise, line of business wise, sales channel wise, person wise)
- System should have the provision to track the performance of sales force on following but not limited to: period wise, person wise, customer category wise
- System should have the provision to support pre-configured lead related reports such as total Leads, Channel wise Leads, Customer category wise Leads etc. Detailed list will be shared during the requirement gathering phase.
- System should have the provision to provide the managers with dashboards that provide them an overview of their team's performance.

- System should have the provision to support quick queries that can provide the user with the list of leads that are ready for reconciliation.
- System should be able to modify standard supplied “canned” reports in a flexible format at the end user level.
- System should have ability to allow formatting of data/columns on the report, such as numbers or decimals, dates, column alignment, subtotal and totals, and highlight the results.
- System should provide a maker checker facility where auto call request got created. Checker should have the facility to change the call type as per email body.
- System should have ability to e-mail report from within the tool.
- System should have ability to include graphs and charts in the report output.
- System should have capability to schedule reports at the administrative level and at the end user level.
- System should provide an option to drag and drop the parameters in the user interface of the reporting page and generate customized reports as per the business requirements.

➤ **Auditing**

- User id based audit trail providing information on what transactions/ changes to masters/ changes to parameters were committed by a particular user.
- System should log unauthorized access attempts by date, time, user ID, device and location
- Capability to maintain an audit trail of all maintenance performed by date, time, user ID, device and location.
- Capability to export the report into Excel, Word, PDF or other Leading industry tools.
- Capability to provide reports of users and their access levels
- Capability of logs be archived and recalled as needed.
- Analytics & Artificial Intelligence
- Social Media Integration (Facebook, Twitter, WhatsApp, Instagram etc) Plugin for Lead, Customer Service & Customer 360 Module
- Data Integration
- Multilingual functionality in customer facing web portal/mobile app.
- Workflow Management
- System shall facilitate easy integration by either providing API or capability to consume APIs. Integration to be done with different subsystems like CBS (Finacle 10), Website, Email Gateway, SMS Gateway etc.

In addition to the above modules, all other standard modules/functionalities available in the market presently suited to BFSI sector shall be proposed in the solution along with case studies, functional specification documents and other documents relevant for showcasing the same.

Customer Experience:

- Excellent User Interface (UI) and User Experience (UX) is one of the key requirements. The bidder must have the team with requisite qualifications and experience.
- The platform shall provide an Omni-channel experience to customers / users.

- Consistent user experience and feature parity.
- System should have an easy-to-use interface that allows users quick access to recently accessed pages. Most used Search options should be available off hand
- The platform should trigger automated alerts & notifications to customers and relevant Bank users in case of drop offs or in case of exceptions.
- All services necessary to provide a seamless digital experience to the customer need to be developed, called and integrated for the front-end experience of the user.
- Ability to leverage bank's data to personalize the experience for consumers in real time / near Real-time.
- Intuitive customer experience & journey led design to improve platform adoption.
- The Platform shall provide multilingual interface for customers to support 15 regional languages. Bank will provide the labels for these languages.
- The platform should support Design experience that can be used, understood and accessed by people with diverse range of visual, auditory, physical abilities as per existing standards.
- The platform should support Logical navigation with proper semantic tags must be applied. System should notify content managers of potential accessibility problems (ex. missing alt tags, etc.) prior to page publishing. The customer should be able to complete any journey / use cases in minimum number of clicks as per EASE guidelines/ industry standards.
- The data entry forms must be designed in guided wizard manner with proper data validation (like : 10 digit in mobile number, email validation, Pan validation etc), so that users are able to capture the data accurately.
- The system should have the ability to display/hide/restricted view for specific data items to specific Roles.
- The system should have the Ability to provide personalized homepages for each User Role.
- While designing any form for online and offline filling, Bidder must ensure a common form template is used. The same template should be used to generate both online and offline versions of the forms. This will help maintain a common design template for seamless digital experience and field level validation logic for both responsive online forms and offline forms.

Streamline and strengthen lead tracking

- Segment, profile and track leads reliably to optimize customer acquisition strategies across all channels.
- Score leads intelligently using machine learning to proactively identify prospective customers.
- Connect with new customers by serving them in their channel of choice.

Optimize the opportunity management process with a more relevant approach

- Provide proactive, personalized offers based on in-depth analysis and customer insights
- Deliver timely, responsive customer proposals to streamline the sales process
- Enable cross-departmental collaboration to improve team selling

System Architecture, Self Service & Assisted Channels:

- The solution should be in web-based technology supporting three tier architecture.
- The platform should have capability to interface with various internal / external systems on web services messaging formats REST API/SOAP based with data formats JSON, XML, ISO etc.
- The system architecture to be modular with separate modules to run independently.
- The application should be able to support open source, server-side languages and client-side scripting/ programming languages.
- System should be able to Extract, Transform and Load data from the source systems.
- The proposed platform should be Big Data ready.
- Bank wants to enable following channels for delivery of products and services to the customers:
 - ❖ Mobile App including Lighter Version with limited functionalities for slow network speed. The platform should provide both downloadable mobile applications and mobile rendering browser-based mobile solutions.
 - ❖ Web Portal with responsive UI and compatible with various browsers & screen sizes, resolutions and devices.
 - ❖ Branch Portal (accessible through tablet devices and Branch Intranet) to be used by branch staff, marketing officers, agent's/ business correspondents.
- The platform should allow customer / branch / Bank users to resume the journey from the point of drop-off across all channels.
- The customer should be able to complete a journey on one channel and should have a facility to complete the same on any other channel.
- The platform should have the provision to on-board partners & configure service terms with minimal (or) no integration having Low Code / No Code functionality.

Proposed Architecture:

The proposed solution has to be hosted in Bank's infrastructure. However, all necessary Hardware, middleware, database and other infra has to be provided by the selected bidder. Bank will provide space required for hosting of Hardware.

- The solution must be compatible for On-Prem as well as Virtual Private Cloud.
- The Bidder should provide the detailed specifications/sizing requirement for hardware.
- Bidder should specify the configurations including the core, memory and the storage required along with any other specific configurations for VM/Physical Server.
- The bidder shall specify the suitable hardware and supporting software which shall deliver the best throughput and performance considering the present as well as annual incremental (for next 3 years) volumes and the sizing proposed. Bidder also need to share the algorithms used for capacity sizing with the Bank.
- While factoring the Hardware sizing yearly new accounts to be considered as below:

1 st Year	2 nd Year	3 rd Year
30 Lakhs	40 Lakhs	50 Lakhs

B. BID PROCESS

7. 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.

8. Bid Document & Cost:

- a) This document can be downloaded from Bank's website <https://www.ucobank.com/English/tenders.aspx> In that event, the bidders should pay the Application Fee of Rs. 10000) for tender document by means of electronic transfer media like NEFT, details are as under:-

Account Number-18700210000755
Account Name – M/S H O DIT
Branch- DD Block, Salt Lake branch
IFSC- UCBA0001870
MICR-700028138

Or DD drawn on any scheduled Commercial Bank for the above amount in favour of UCO Bank, through payable at Kolkata and submit the same along with "Part- A-Conformity to Eligibility Criteria". Submission of the cost of the bid document in other than with "Part-A-Conformity to Eligibility Criteria" is liable to be rejected on grounds of non-payment of the cost of the bid document.

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

- b) The Bidder shall bear all costs associated with the preparation and submission of the bid and the Bank will not be responsible for the costs, regardless the conduct or outcome of the bidding process. The Bank is not liable for any cost incurred by the bidder in replying to this RFP. It is also clarified that no binding relationship will exist between any of the

respondents and the Bank until the execution of the contract.

9. Clarification to RFP and Pre-Bid Queries:

- a) The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases shall seek clarification in writing in the same serial order of that of the RFP by mentioning the relevant page number and clause number of the RFP.
- b) All communications regarding points requiring clarifications and any doubts shall be given in writing to the Assistant General Manager, UCO Bank DIT, 7th Floor, 3&4 DD Block, Salt Lake, Sector-1, Kolkata – 700064 and e-mail at hodit.proc@ucobank.co.in by the intending bidders before time and date mentioned in bid control sheet.
- c) No oral or individual consultation shall be entertained.

10. Rejection Of The Bid:

The Bid is liable to be rejected if:

- 10.1 The document doesn't bear signature of authorized person on each page signed and duly stamp.
- 10.2 It is received through E-mail.
- 10.3 It is received after expiry of the due date and time stipulated, or such extended time as stipulated by the Bank, for bid submission.
- 10.4 Incomplete Bids, including non-submission or non-furnishing of requisite documents including Integrity Pact/ 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.
- 10.5 Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.
- 10.6 Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- 10.7 The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP).
- 10.8 Non-submission of Pre-Contract Integrity Pact as per format given in Annexure – 15.

11. Pre-Bid meeting:

- a) A pre-bid meeting of the intending bidders will be held as scheduled (refer control sheet) to clarify any point/doubt raised by them in respect of this RFP.

- b) No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre- bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time. In this connection, Bank will allow a maximum of 2 representatives who is having Authorization letter as per Annexure-4 of this RFP from each Bidder to participate in the pre-bid meeting.
- c) Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- d) Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.
- e) The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders. It may, however, be noted that non-receipt of reply to the queries raised by any of the bidders shall not be accepted as a valid reason for non-submission of the bid. In addition, non-reply to any query may not be deemed as a confirmation to the effect that the version of the bidder as reflected in the query has been accepted by the Bank.

12. Modification and Withdrawal of Bids

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, the EMD will be forfeited by the bidder.

13. 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.

14. 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.

15. Late Bids

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

16. 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.

17. 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.

18. 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.

19. MSME bidder

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

- i. Exemption from submission of EMD and Tender Fee / Cost shall be given to bidders who are Micro, Small & Medium Enterprises (MSME) and registered

under provisions of the Policy i.e., registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME. Bids received without EMD and tender cost from bidders not having valid NSIC registered documents for exemption will not be considered.

- ii. To qualify for EMD & Tender Fee / Cost exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining registration will not be considered for EMD & Tender Fee / Cost exemption. (Traders are excluded who are engaged in trading activity without value addition / branding / packing. In such a case they will have to submit EMD and Tender Cost).
- iii. MSME bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Bank, they will be suspended for a period of three years from being eligible to submit bids for contracts with the Bank.
- iv. Bids received without EMD for bidders not having valid 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.

20. 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.

21. No Legal Relationship

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

22. Cancellation of Tender Process

- a. UCO BANK reserves the right to accept or reject in part or full any or all offers at its sole discretion at any stage without assigning any reason thereof and without any cost or compensation therefor. Any decision of UCO Bank in this

regard shall be final, conclusive and binding upon the bidders.

- b. 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.

23. 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.

24. 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.

25. Address of Communication

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

26. 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 Earnest Money Deposit 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 Earnest Money Deposit. In any case the Earnest Money Deposit of the bidders will be returned after completion of the process.

27. 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.

28. Errors and Omissions

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document in the form of pre-bid queries within the time as given in control sheet.

29. Acceptance of Terms

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

30. 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.

31. 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.

32. 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.

33. Clarifications on and Amendments to RFP document

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

34. 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.

35. 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.

The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

36. Amendment to Bidding Document:

- a) At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.

- b) Notification of amendments will be made available on the Bank's website (www.ucobank.com) and will be binding on all bidders and no separate communication will be issued in this regard.
- c) In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

37. Bid System

Bid shall have the following 3 (three) parts:

- a) Part-A - Eligibility Criteria: Indicating their compliance to Eligibility Criteria. The format for submission of Conformity to Eligibility Criteria is as per APPENDIX-A.
- b) Part-B - Technical Proposal– indicating the response to the Technical specification of “Selection of partner for Digital On-boarding of Customers & 360-degree view of Customer profile”. The format for submission of Technical Proposal is as per APPENDIX-B.
- c) Part-C - Commercial Bid- furnishing all relevant information as required as per Commercial Bid as per Annexure-14. Details for submission of Commercial bid is as per Appendix-C.

38. Preparation of Bids:

- a) The Bid shall be typed or written in English language shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- b) The three parts as stated above along with soft copies preferably in non-optical disk, should be placed in three separate envelope superscribed with 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid' and properly closed and sealed. Thereafter, all the envelopes shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as “Request for Proposal (RFP) for selection of partner for Digital On-boarding of Customers & 360-degree view of Customer profile response to RFP reference no.-_____ Date: _____” (includes separately sealed 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') on the top of the envelope.
- c) All the pages of Bid including Brochures should be made in an

organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Bids with erasing / overwriting / cutting without authentication will be liable for rejection. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.

- d) All the envelopes shall bear the name and complete postal address of the bidder as well as the addressee, namely the Assistant General Manager, UCO Bank, Digital Banking, 6th Floor, 10 BTM Sarani, Kolkata 700001.

Part A-Conformity to Eligibility Criteria:

- a) Before submitting the bid, the bidders should ensure that they confirm the eligibility criteria as stated in clause-5 of RFP. Only after satisfying themselves of the eligibility, the Offer should be submitted.
- b) The Conformity to Eligibility Criteria as per Annexure-2 among others, must contain Electronic payment /Demand Draft towards the cost of the Bid document as stated in bid control sheet above and EMD/ Bank Guarantee in lieu of EMD as per Appendix-E of Instructions of this document. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per Appendix-A.
- c) After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "PROPOSAL-PART-A for selection of partner for Digital On-boarding of Customers & 360-degree view of Customer profile".

Part B-Technical Proposal:

- a) Technical Proposal should be submitted following the instruction contained in Appendix-B. Relevant technical details and documentation should be provided along with Technical Proposal.
- b) The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- c) If the offer of the Bidder is different from the requirement/ scope furnished in the RFP, the bidder has to substantiate the same in detail, the reason for such deviations. The Bank shall not allow / permit changes in the technical specifications once it is submitted.

- d) The Technical Proposal is to be sealed in a separate Envelope superscribed on the top of the cover as “PROPOSAL PART-B for selection of partner for Digital On-boarding of Customers & 360-degree view of Customer profile”.
- e) The Technical Proposal should be complete in all respects and contain all information sought for, as per Appendix-B. Masked Commercial Bid must be attached in Technical Offer and should not contain any price information. The Part B - Technical Proposal should be complete and should cover all products and services.

Part C- Commercial Bid:

- a) The Commercial Bid is to be sealed in a separate sealed envelope superscribed on the top of the cover as “Commercial Bid PART-C for selection of partner for Digital On-boarding of Customers & 360-degree view of Customer profile”.
- b) Commercial Bid shall be submitted as per Commercial Bid and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per Annexure-14. Any deviations from the Commercial bid / non-submission of prices as per the format shall make the bid liable for rejection.
- c) Under no circumstances the Commercial Bid should be kept in Part-A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) Covers. The placement of Commercial Bid in Part A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) covers, will make bid liable for rejection.
- d) The Commercial Bid must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, except that the Technical Proposal should not contain any price information (with Prices masked). Technical Proposal without masked Commercial Bids will be liable for rejection. Any change in the Commercial Bid format may render the bid liable for rejection.
- e) Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- f) Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.
- g) The Bidder should indicate the taxes, to be paid by the Bank.

Note:

- a. The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with Eligibility Bid.
- b. One Separate envelope containing Tender Fee, and Pre-Contract Integrity Pact should invariably be placed in Eligibility Bid envelope.
- c. If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
- d. Bidders to submit a **masked commercial Bid** i.e., by hiding price commercial bid as per Annexure with technical bid envelope to be submitted.
- e. If any inner cover / envelop of a bid is found to contain Eligibility/ Technical & Commercial Bids together then that bid will be rejected summarily.
- f. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- g. Canvassing of any kind or Bid submitted with false information will be a disqualification.
- h. The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- i. Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.
- j. Further, subsequent to the orders being placed, the Bidder shall pass on to Bank all fiscal benefits arising out of reductions in Government levies /taxes.
- k. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.
- l. Printed literature (for specific product and version numbers) describing

configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The bidder shall not quote for the products, whose End of sale/ End of Support/End of License has been declared by the OEM.

- m. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- n. Bids once submitted shall not be returned to the Bidder in future. The selected bidder must adhere to the terms of this RFP document.

39. 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 transgression with any other company that may impinge on the anti-corruption principle.

- viii. For Joint Ventures (JV) entities, Integrity Pact should be signed by all partners.
- ix. In case of foreign contractor, details of their Indian counterpart should be submitted to Bank by the vendor.

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 warranty/guarantee. Format of IP is attached as **Annexure – XIV** for strict compliance.

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

1. Shri Ranjan S Katoch A-91, Alkapuri Bhopal, MP- 462022 Email: rkatoch@nic.in

2. Shri Hare Krushna Dash House. No. 829, Sector 8 Gandhinagar- 382007, Gujarat
Email: hkdash184@hotmail.com

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

40. Preference to Make in India

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

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

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

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

In procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the „Class-1 local supplier“ shall get Purchase Preference over „Class-II Local Supplier“ as well as „Non Local Supplier“ as per following procedure:

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

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

- “Local content” means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a

proportion of the total value, in percent.

- **“Class-I Local supplier”** means a supplier or service provider whose product or service offered for procurement has local content equal to or more than 50%.
- **“Class-II local supplier”** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
- **“Non-Local Supplier”** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- **“Margin of purchase preference”** means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

42. Verification Of Local Content:

- a. The „Class-1 local supplier”/“Class-II Local Supplier” at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self –certification that the item offered meets the local content requirement for „Class –I Local Supplier”/“Class –II Local Supplier”, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In case of procurement for a value in excess of Rs 10 Crores, the „Class-I Local Supplier/ “Class-II Local Supplier, shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

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

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

43. 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 defense 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.
5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

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

44. Other Terms and Conditions

- a. **Cost of preparation and submission of bid document:** The bidder shall bear all costs for the preparation and submission of the bid. UCO Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- b. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or

all bidders. The Bank reserves the right to accept any bid in whole or in part.

- c. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.
- d. **Response of the Bid**: The Bidder should comply all the terms and conditions of RFP.
- e. The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.

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.

45. Earnest Money Deposit (EMD)/Bank Guarantee(BG) In lieu of EMD:

- a) The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of Rs. 10,00,000/- (Rupees Ten lacs Only) in the form of Bank Guarantee from any of the Scheduled Commercial Banks (other than UCO Bank), the same should be valid for the minimum period of 6 months with a claim period of 3 months
- b) In Case the EMD is submitted in the form of Bank Guarantee from any of the Scheduled Commercial Banks (other than UCO Bank), the same should be valid for the minimum period of 6 months with a claim period of 3 months in the form of Bank Gurantee ia as per Appendis-E.
- c) The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of UCO Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of EMD in the form of Bank Guarantee is as per Appendix-E. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.

- d) EMD can also be submitted by way of Demand Draft (DD) drawn on any scheduled bank in favour of UCO Bank, payable at Kolkata and the same should be kept along with the Part-A - Conformity to Eligibility Criteria. It will be responsibility of bidder to help bank in revalidation of DD for further period on expiry of validity date.
- e) Submission of EMD in other than Part A - Conformity to Eligibility Criteria Envelope, is liable to be rejected on grounds of non-submission of EMD.
- f) The EMD of the Bidders not qualified under Technical Proposal will be returned within 15 days after opening the commercial bid of the technically qualified bidders on receiving request for return of the same by authorized signatory. The EMD of other bidders will be returned upon the successful Bidder accepting the order and furnishing the performance guarantee.
- g) The EMD may be forfeited/ Bank Guarantee may be invoked.
- h) If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
- i) If the successful Bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

46. Documentation:

Technical information in the form of Brochures / Manuals / CD etc. must be submitted in support of the Technical Offer made.

47. Costs & Currency:

The Offer must be made in Percentage only as per Commercial Bid (ANNEXURE-14).

48. Erasures or Alterations:

The Offers containing erasures or alterations or not be considered. There should be no hand-written material, corrections, alterations or overwriting in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Bank may treat such Offers as not adhering to the tender guidelines and as unacceptable.

49. Assumptions/Presumptions/Modifications:

The Bank would like to expressly state that any assumption, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the bidder in writing. The bidder at a later date cannot make any plea of having specified any assumption, modifications, terms, conditions, deviation etc in the bidder's response to this RFP. No offer can be modified or withdrawn by the bidder after submission of Bid/s.

50. Submission of Bids:

- A. The Name and address of the Bidder, RFP No. and Due Date of the RFP are to be specifically mentioned on the Top of the envelope containing Bid.
- B. The bid/s properly super scribed in the manner prescribed in earlier clauses of this RFP should be deposited in the Tender Box at the Place, Venue, Date and Time as mentioned in bid control sheet.
- C. If the last day of submission of bids is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.
- D. Bids sent through post/courier will not be accepted/evaluated. No offer will be accepted directly.
- E. If envelopes containing bid documents, including the outer envelope is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.
- F. The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents.

First Official	Alternate Official
Senior Manager, Nirmal Kumar	Chief Manager, Vivek Kumar Mishra
UCO Bank	UCO Bank
UCO Bank, Head Office, DIT, 7 th Floor, 3&4, DD Block, Salt Lake, Sector-1, Kolkata 700064	UCO Bank, Head Office, DIT, 7 th Floor, 3&4, DD Block, Salt Lake, Sector-1, Kolkata 700064

Tel – 033 – 44559770

Tel – 033 –44559324

- G. In case bid documents are too bulky to be placed inside the tender box, arrangements will be made by the above mentioned officials to receive the tender. However, bidder should reach the venue before the date and time stipulated above.

51. Bid Opening:

- A. The Part A- Conformity to Eligibility Criteria shall be opened in the presence of the Bidder's representative/s who may choose to attend the bid opening as per schedule mentioned in bid control sheet.
- B. Bidder's representative may be present in the place and venue well in time along with an authorization letter in hand for each bid opening under this RFP, as per the format (Annexure-4) enclosed.

Note: Authorisation letter should be carried in person and shall not be placed inside any of the bid covers.

- I. Attendance of all the representatives of the bidders who are present at bid opening will be taken in a register against Name, Name of the Company and with full signature.
- II. The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or declared as a holiday then the bid will be accepted up to 04.00 PM on the next working day and bids will be opened at 04:30 PM at the same venue on the same day.
- III. The following details will be announced at the time of bid opening.
 - A. Bidders name
 - B. Presence or absence of cost of the bidding document and Bid security (In case of Technical bid opening)
 - C. Such other details as the Bank at its discretion may consider appropriate.
- IV. If any of the bidders or all bidders who submitted the tender are not present during the specified date, time and venue of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the Part A - Conformity to Eligibility Criteria in their absence.
- V. The Part A- Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on the eligibility criteria stipulated. The Part B-Technical Proposal of only those bidders who qualified in

Part A- Conformity to Eligibility Criteria will be opened with due communication by the bank.

VI. The Commercial Bid of only those bidders who qualify in Part B- Technical Proposal will be reckoned for opening.

UCO BANK

C. SELECTION OF BIDDER

52. Preliminary Scrutiny:

- a) The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, whether items are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.
- b) Prior to detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding document. Responsiveness means that the bid conforms to all terms and conditions of the Eligibility Criteria and bidding document is submitted without any material deviations.

53. Clarification of Offers:

- a) During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to the bank and submit the relevant proof/supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.
- b) The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

54. Bidders Presentation /Site Visits / Service Demonstration/POC

- a) The Bank reserves the right to call for a Presentation/Site Visits/Product Demonstration/POC on the features and functionalities from those Bidders who have qualified in Part A-Conformity to Eligibility Criteria.
- b) Bidders are further required to be in preparedness to demonstrate the proposed solution by arranging for product walk-through at their own installations/ principals/ R&D labs duly meeting the specific requirements/issues raised by the Bank. The Bank may at its discretion, as a part of the technical evaluation may request either all bidders or any of them to arrange for the live demonstration of their product more than once if felt necessary before commercial evaluation.
- c) The Bank at its discretion may call for providing of Proof of Concept (PoC) of proposed solution at the site mutually agreed.

- d) Bidders should arrange for visits to the reference sites wherein the product is successfully implemented by them. The bidder shall take necessary permission from the site owner and demonstrate the features and performance to the Bank at their own cost. The Bank may require onsite reference visit or a Telephonic conversation with the concerned.
- e) All expenses incurred in connection with the above shall be borne by the bidder. However, Bank will bear the travelling, boarding and lodging expenses related to its own personnel and its Consultants, if any.
- f) Setting of evaluation criteria for product demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.

55. Normalization of Bids:

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

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

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

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

56. Evaluation of Bid:

Selection Process

H-1 Bidder will be selected based on the highest scoring bidder emerged after the evaluation process. **T1 L1 scoring model** will be used for the evaluation where weightage to Technical score will be 70 percentile and weightage to commercial score will be 70 percentile.

Evaluation Methodology

The objective of evolving this evaluation methodology is to facilitate the selection of the most technically qualified and cost-effective solution (Total Cost of Ownership) over contract period that appropriately meets the requirements of the Bank. The proposals will be evaluated in three stages. In the first stage, i.e. Eligibility Evaluation as mentioned in RFP. In the second stage, Technical & Functional Evaluation as mentioned in Annexures ,the bidders will be shortlisted, based on their responses. In the third stage, the commercial bids of the eligible & technically qualified bidders would be opened and evaluated.

Eligibility Evaluation

The Bank will evaluate the eligibility response of bidders as per the eligibility criteria mentioned in the RFP.

Technical Evaluation

- a. The Bank will evaluate the technical responses of the bidders who are found eligible as per the eligibility criteria mentioned in the RFP.
- b. During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter / e-mail seeking clarification / explanation.
- c. In T1-L1 method or Technical Eligibility based on Scoring, the score-sheet will be mentioned in detail as per details given below. Based on the scoring, the bidder will be either technically eligible or ranked as T1/ T2/T3 etc.

The evaluation/selection process will be done with combination of technical competence and commercial aspects as detailed here below. **A maximum of 150 marks** will be allocated for the technical bid. The evaluation of functional and technical capabilities of the bidders of this RFP will be completed first as per the following guidelines.

Technical scoring will be done as per the criteria given below:-

Total marks : 150
Minimum marks for qualifying criteria: 50% of Group-assigned marks for each group and 70% of Total marks in total score

Once the evaluation of technical proposals is completed, the bidders who score more than **105 marks in total (out of 150) and minimum 50% in each group of group-wise marks** will only be short-listed. In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score of 70%, then the Bank, at its sole discretion, may relax the cut-off score to a lower value, which, in any case, should not fall below 60%. In case at least 2 participants are not found with score above 60%, the entire process would be cancelled and Bank reserved the right to go in for re-tendering process.

Technical Scoring Criteria (Technical Evaluation Matrix)

S.No.	Criteria	Total Marks
1.	No. of Implementation of proposed solution /Services in last 3 financial years i.e. 2019-20, 2020-21, 2021-22 (As on bid submission date) in India (For Each Implementation 5 marks will be awarded)	20 (Max)
2.	No. of Implementation of proposed solution done by participating bidder in last 3 financial years i.e. 2019-20, 2020-21, 2021-22 (As on bid submission date) in India (For Each Implementation 5 marks will be awarded)	20 (Max)
3.	Security certification/s for service provide setup (both Data Centre / Disaster Recovery site)	10
4.	Technical Specification score	25
5.	Functional Specification score	25
6.	Technical Presentation: Quality of Presentation, Understanding of Bank's requirement, Delivery approach and methodology and Project Governance.	25
7.	Demonstration: Demonstration of in-depth understanding of the Bank's project technical and functional requirements as per the scope.	25
Total Marks		150

- d. In case there is only one bidder having technical score of 70% or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such bidder. If in the Bank's opinion the bidder could not present or demonstrate the proposed services/projects as described in the proposal or in case the responses received from the customer contacts are negative or the proposed service/projects does not meet the Bank's requirement.
- e. The Technical evaluation will be done on the basis of comply chart provided by bidder as per Scope of work, Annexures-9, Appendix-B, Scoring in PART-I (Technical and Functional Requirement) and over all Technical Scoring.

The bidder should present and demonstrate the proposed solution which will be evaluated on functional requirement given in the RFP. Further the Bank's officials would visit reference sites provided by the Bidder if deemed necessary.

Bidders who meet technical criteria as per RFP would only qualify for the commercial bid opening.

During technical evaluation, the following to be kept in view:-

- The requirements are given in Annexure-A.
- 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 related annexures.
- The Responses should be as per the table below:

Response	Description
Y	Yes, Available
N	No, Not Available

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

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

- The Bank will open the bids, in the presence of Bidders / their authorized representatives who choose to attend, at the time and date mentioned in Bid document at the address mentioned in Bid document.
- **70:30 T1 L1 scoring model** will be used for the evaluation. The total marks scored by the eligible bidders as determined by the Bank under Technical Evaluation Matrix chart will be given 70% weightage and shall be called Weighted Technical Score (WTS). The Total Weighted Commercial Cost as explained below will be given 30% weightage and shall be called Weighted Commercial Score (WCS).
- The bidder with the highest aggregate score of the WTS and WCS will be selected as "H-1 Bidder" and shall be declared as the Successful Bidder.
- At the time of opening of bids, the bidders/their representatives, who are present, shall sign the register evidencing their attendance. Technical Evaluation will be as explained in following point:-
- **Scoring in the Technical Evaluation Matrix:** The Bidders, who comply with Bank's technical specifications and other terms and clauses of the RFP document as explained in above points, will be shortlisted for evaluation as per the Technical Evaluation Matrix. The bidders are expected to submit sufficient supporting details along with all documentary evidence records in their technical bid for enabling the Bank for objective evaluation and scoring in the Technical Evaluation Matrix. The Bidders themselves will not fill in any score in Technical Evaluation Matrix. Evaluation and scoring process will also involve independent verification by the Bank of the details submitted in the Bid Document.
- After scrutiny of the TECHNICAL BID document and supporting documents, and responses to various Technical Evaluation Matrix points, scoring of marks will be done therein against bids of shortlisted bidders as explained above. The total marks in the Matrix scored by the bidder will be called Technical Score.
- Only those bidders achieving at least 70% total score (or as per relaxation given by Bank) in the Technical Evaluation Matrix will be short-listed and proceed to the next round of evaluation i.e. Phase 3 - "COMMERCIAL EVALUATION"

- The marks obtained in Technical Evaluation Matrix will be given a weightage of 70% which will be termed as "Normalised Technical Score" and shall be arrived at as under:

$$\text{Normalised Technical Score} = \frac{\text{Bidder's Total Technical Score} \times 100}{150}$$

If for example, there are three bidders "A", "B" and "C" whose scores are 120, 105 & 114 marks respectively, their "WTS" would be as under:

Step 1: Normalized Technical Score

$$\text{Bidder "A"} = 120/150 \times 100 = 80$$

$$\text{Bidder "B"} = 105/150 \times 100 = 70$$

$$\text{Bidder "C"} = 114 /150 \times 100 = 76$$

Commercial Evaluation

The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in respective annexure. The commercial offer should consist of comprehensive Cost for required solution. Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid.

Commercial Bids of bidders, who qualified in the technical evaluation stage, will be considered for participation in commercial bidding. After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail. Detailed Criteria for evaluation of Commercial Bid is furnished in related annexure.

Under **CQCCBS (Cost Evaluation under Combined Quality Cum Cost Based System)**, the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightage of 30%.

Proposal with a lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.

The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.

Highest point basis: On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

- 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) In this case of T1-L1 method, H-1 bidder will be selected on the basis of the marks obtained in the technical scoring method and amount quoted for the proposed solution in the commercial bid as per the criteria defined in the RFP.
- c) The Bidder needs to provide Unit costs for components and services; unit rates excluding applicable taxes would be considered for the TCO purposes.
- d) 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.
- e) In case there is a variation between figure and words, the value mentioned in words will be considered.
- f) In the event the bidder 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. However, for the purpose of actual payment to the selected bidder, original commercial bid of L1 shall be considered.

As an example, the following procedure can be followed:-

In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 70 and the weightage of the technical bids and financial bids was kept as 70:30. In response to the RFP, 3 proposals, A, B & C were received. **The technical evaluation committee awarded them 80, 70 and 76 marks respectively.** The minimum qualifying marks were 70. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal Evaluated cost

A: Rs.100.00

B: Rs.110.00

C: Rs.120.00 Using the formula LEC/EC, where LEC stands for lowest evaluated cost and EC stand for evaluated cost, the committee gave them the following points for financial proposals:

Step 1: Normalized Commercial Score

A: $100/100 \times 100 = 100$ points

B: $100/110 \times 100 = 91$ points

C: $100/120 \times 100 = 83$ points

Step 2: In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

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

Proposal B: $70 \times 0.70 + 91 \times 0.30 = 76.3$ points

Proposal C: $76 \times 0.70 + 83 \times 0.30 = 78.1$ points

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

Proposal A: 86 points : H1
Proposal B: 76.3 points : H3
Proposal C: 78.1 points : H2

Proposal A at the evaluated cost of Rs.100.00 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

57. 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 re- submissions 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.

- i. The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
 - ii. In case there is a variation between numbers and words, the value mentioned in words would be considered.
- a) 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, H1 bidder will be considered."

58. Short-Listing of Bidders:

The Bank will prepare a list of technically qualified bidders on the basis of evaluation of 'Part-B-Technical bid' and will be informed to the shortlisted bidders accordingly.

59. Correction of Error in Commercial Bid

Bank reserves the right to correct any arithmetical errors furnished in the

Commercial Bid. If any such errors are noticed, it will be rectified on the following basis:

- a) Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- b) If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.
- c) If the bidder does not accept the correction of errors, the bid will be rejected.

60. Determination of L1 Price:

- a) L1 Price will be determined after giving effect to arithmetical correction, if any.
- b) On completion of evaluation process of commercial bids and based on any other clarification submitted by the Bidder in response to the Bank's query, the contract will be awarded to the H1 Bidder as stated above in 56(3).
- 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 order without assigning any reasons whatsoever.
- d) The bank reserves the right to re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.
- e) The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part. The bank reserves the right to release part order or more than one order.

61. Bid Validity Period:

The offer submitted & the prices quoted therein shall be valid for 180 days from the date of opening of commercial bid. Bid valid for any shorter period shall be rejected by the Bank.

62. Proposal Ownership:

- a) The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank.
- b) As the Bidder's proposal is central to the evaluation and selection process, it is important that, the bidder carefully prepares the proposal as per the prescribed format only. Under no circumstance, the format can be changed, altered or modified. Bidders must provide categorical and factual replies to specific questions. Bidders

may provide additional technical literature relating to their proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/Annexures to this RFP shall form integral part of the RFP.

63. Project Ownership:

- a) If the bidder is engaging any third party in executing the project, details there of shall be furnished. The bidder shall detail the responsibilities of such third parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership, which are relevant to this RFP.
- b) Ownership letter by the bidder to be submitted (Under taking letter by the bidder taking the ownership of the project execution in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership)

64. Acceptance of Offer:

- a) The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- b) The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- c) The bids received and accepted will be evaluated by the Bank to ascertain the best and highest bid in the interest of the Bank. However, the Bank does not bind itself to accept the highest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without modification.
- d) The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

65. Right to Alter Scope:

In the event of changes in the regulatory guidelines, bank reserves the right to change/ alter the quantities /locations for implementing the services by adding/deleting/substituting devices /locations etc. from the one specified in the tender at the same rate arrived at on the same Terms & Conditions of this Tender.

66. Award of Contract:

- a) The bidder/s whose Commercial bids is/are accepted by the bank

will be referred to as the successful Bidder/s and Bank will notify the name of the successful Bidder/s by display in the Notice Board of the Bank/Banks website.

- b) The contract shall be awarded and the order shall be placed on selected Bidders.
- c) The successful Bidder/s shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the successful Bidder/s shall be the date of acceptance of the order by the bidder.
- d) Bank reserves its right to consider at its sole discretion the late acceptance of the order by successful Bidder/s.

67. Project Team:

- a) The Project team assigned should have experience in end- to-end implementation /management of similar solution.
- b) The selected Bidder/s shall nominate a Project Manager, who shall be having at least three years' experience in the Information Technology field, out of which he/she should have minimum two years' experience in the related Projects.
- c) The selected bidder/s shall ensure adequate resource on all RTGS working days for addressing the complaints / issues escalated by branches on behalf of the Customers as well as Complaints lodged by Customers online in Customer grievance portal of the Bank.
- d) The selected Bidder/s should ensure that the members of Project team are actively involved in the conduct of the project throughout the period of the contract. All members proposed by the Bidder/s should be permanent employees on the rolls of the bidding organization. No part of the engagement shall be outsourced by the selected Bidder/s to any third party bidder.
- e) During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder/s can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise. However, the Bank reserves the right to insist the selected Bidder/store place any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment.

***** Note:**

"The bidder should ensure payment of minimum wages to their employees who are engaged in Bank's establishment in consonance with the rules prescribed by Central Govt. from time to time. The duty hour of the employee should also be in conformity with the Central Govt. minimum wages act. A declaration to this effect has to be submitted by the bidder while responding to this RFP. The bidder must ensure the payment of PF & other statutory benefits to the employees employed by them. Bank reserves the rights to inspect salary slip & payment certificates of

the employees engaged at any point of time."

68. Project Plan:

- a) The Bank shall place order to the selected Bidder/s for "Selection of partner for Digital On-boarding of Customers & 360-degree view of Customer profile". The selected Bidder/s shall depute its officials at Digital Banking Department, Kolkata within 7 days from the date of acceptance of the Order and to arrange for the kick off meeting. During the said meeting the selected Bidder has to give a brief technical overview / presentation regarding the technical methodology being adopted by them and submit a detailed PERT chart with core team members list.
- b) The project plan should indicate the milestones and time frame of completion of the different activities of the project. The selected Bidder/s is required to give details of the project management methodology, monitoring standards and methodology along with the quantum of resources to be deployed for the project, qualifications, experience of personnel deployed, team members list, etc.

69. Deliverables:

- a) Any licenses, if required for the offered solution, need to be provided by the successful Bidder at no extra cost to the Bank. The successful Bidder/s is solely responsible for any legal obligation related to licenses for solution proposed as implemented by the Bidder/s.
- b) In case the Bidder/s is coming with software which is not his propriety software, then the Bidder/s must submit evidence in the form of agreement he has entered into with the software bidder which includes support from the software bidder for the proposed software for the full period required by the Bank.
- c) Bidder/s should ensure the latest software and hardware for the solution with capability to take the present and future load with better efficiency and uptime of 99.50%.
- d) The Bank will consider the inability of the Bidder to carry out the Solution within the specified time limit. The breach of contract would entail the payment of Liquidation Damages on the part of the Bidder.

70. Support:

The successful bidder shall provide following services/support during the contract period after Go live:--

- Providing and Maintaining the Solution including Hardware, Operating System, Database, Middleware etc.
- Hosting the Solution in Bank's Premises i.e. Data Centre and

Disaster Recovery Centre.

- Fixing the defects/bugs/problems in the solution
- Maintaining uptime/SLA of Solution

71. Warranty

- The vendor shall provide warranty for the Solution including all Hardware supplied. The period of warranty will be 3 years from the date of Go live for both Hardware and Software.
- During the warranty period vendor should maintain the acceptance criteria and shall be responsible for all costs relating to service, maintenance (preventive and corrective), technical support and transport charges from and to the sites in connection with the maintenance of the solution or any components/ parts there under, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.
- Vendor shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered by the offer. Vendor must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period Vendor shall maintain the equipment and repair/replace all the defective components at the installed site, at no additional charge to UCO BANK.
- Warranty should not become void if UCO BANK buys any other supplemental hardware from a certified third party and installs it with these equipment. However, the warranty will not apply to such hardware items installed. The obligations under the warranty expressed above shall include all costs relating to labour, spares, maintenance (preventive & unscheduled) and transport charges from site to manufacturer's works and back for repair/replacement at site or any part of the equipment which under normal & proper use and maintenance proves defective in design, material or fails to conform to the specifications

72. Maintenance:

- During the Warranty & AMC period, the vendor shall extend the On Site Service Support. The scope of Warranty/AMC shall include fixing the Solution problems, Upgradation (required in cases like end of support or regulatory guidelines etc.), supply, installation and implementation of upgraded versions of software (updates/ upgrades), Hardware's, Rectification of Bugs/defects if any, monthly preventive maintenance of Hardware/Software, reinstallation of firmware/ software, whenever required without any additional cost.
- Bank will pay for replacement of parts on chargeable basis only in case of damage due to theft attempt/burglary/vandalism and force majeure during the contract period. In such cases vendor should submit the proof of such events while submitting the quotes for replacement on chargeable basis. Bank will not

entertain claims like damage due to fluctuation in powers, AC not working, damage due to rodents etc.

- On receipt of Bank's approval for parts replacement, repair/replacement has to be carried out and completed within 48 hours, else, the delay will be counted as downtime and penalty will be levied as mentioned in Penalty and Liquidity Damages clause. If any delay occurs due to part of Bank, penalty will not be charged.
- If any particular machine is frequently becoming out of order for mechanical reasons for more than three times in a month and for two consecutive months, the Bank may ask vendor to replace the machine and vendor should replace the machine with another new machine at no extra cost to the Bank. Mechanical faults cover machine down due to faulty parts.
- During the warranty and AMC period, vendor is bound to do all hardware spares replacement in order to maintain the required uptime, without extra cost to Bank covering all parts & labour from the date of acceptance of the systems by Bank at the respective locations i.e. on-site comprehensive warranty/AMC.
- Under Annual Maintenance Contract all parts & labour should be covered for on-site support. Bank, however, reserves the right to enter into Annual Maintenance Contract (AMC) agreement either location-wise / Zone-wise or from a single centralized location.
- The vendor shall provide for engineer visits for all activities required to be carried out as per this Scope as well as on Bank's request for implementation of all regulatory compliance issued by GOI/ regulatory authority at no extra costs to the Bank.
- Preventive maintenance shall be compulsory during Warranty/AMC period. Preventive maintenance activity should be completed every month and report should be submitted to the branch officials with a copy to Digital Banking department. Preventive maintenance activity should take care of physical verification, device configuration verification, device health check-up, cleaning of devices, fine-tuning the configuration, security check-up, verification of bugs/patches etc. During Preventive maintenance, the engineer should also check the earthing, voltage at the site and inform the branch in case of any issue. Preventive Maintenance includes full and thorough checkup of the machine to identify faults, vital parts and connectivity and resolve the same if any.
- The vendor shall provide centralized complaint booking facility to the bank and the dash board, if available, shall be provided to the Bank. The method of booking complaints shall be E-mail, Toll-free no, on line web portal, through onsite support personnel etc.
- Escalation matrix should be provided for all kinds of support, technical, resolving of the issues.

- Spare Parts: The vendor shall make available the spare parts, components etc. for the systems for a minimum period of (3 + 2) years, during warranty/AMC period and beyond.
- Consumables: Bank will consider the following as consumables viz., Cartridges, Ribbons, Paper Rolls etc. All other items must be covered under Warranty.
- The vendor shall provide Preventive Maintenance (once in a month).
- All repairs and maintenance service described herein shall be performed by qualified maintenance engineers totally familiar with the machine/ equipment

73. Liquidated Damage :

Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the price of undelivered portion/ not installed services of per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total cost of ownership. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the Vendor or from the performance Bank Guarantee . Liquidated damages will be calculated per week basis.

D.TERMS AND STIPULATIONS.

74. Order Details:

The purchase order will be placed by **UCO Bank, Head Office-II, Digital Banking Department, Kolkata** in the name of selected bidder as per requirement. The payment will be made by Head Office-II, Digital Banking Department, Kolkata and the Performance Bank Guarantee for order will be required to be submitted in the same office. Any decision of the Bank in this regard will be final & conclusive and binding upon the vendor.

75. Contract Period:

The tenure of the Contract will be for a period of 3 (Three) years from the date of go-live 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 there for.

However, after the completion of initial period of 3 (Three) years, the contract may be extended/renewed for further period of 2 years on mutually agreed terms and conditions. Decision on this regard will be final and binding on the selected bidder.

76. 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.

77. Price Validity:

The selected bidder will be required to keep the price valid for a period of 6 months from the date of technical bid opening. There shall be no increase in price for any reason whatsoever during the period of 6 months 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 commercial format during the price validity period of 6 months.

78. Taxes:

- a) Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.
- b) The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.
- c) Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at

source within ninety (90) days of deduction of such taxes at source by the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.

- d) Bidder shall co-operate fully in the defence of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the selected bidder.
- e) The payments which is/are **inclusive of GST and other taxes, fees etc.** as per the Payment Schedule covered herein above shall be paid by Digital Banking Department, 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.

79. Effective Date:

The effective date shall be date of acceptance of the order by the successful Bidder/s. However, the successful bidder/s shall submit the acceptance of the order within seven days from the date of receipt of order. The Bank reserves the right to consider the late acceptance of the order, if any, at its discretion.

80. Project Execution:

The Bank and the successful Bidder/s shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project at Kolkata. However, for escalation purpose, details of other persons shall also be given.

81. Security Deposit / Performance Bank Guarantee:

- a) The successful bidder should submit a Security Deposit of Rs. 90 lacs along with bid. Subsequently, he has to also submit Performance Guarantee of amount of 3% of Total order value valid for a period of **39 months (36 months + a claim period of three (3) months)** within 15 days from the date of acceptance of the Purchase Order.
- b) In Case the EMD is submitted in the form of Bank Guarantee from any of the Scheduled Commercial Banks (other than UCO Bank), the same should be valid for the minimum period of 6 months with a claim period of 3 months.
- c) The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of UCO Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of EMD in the form of Bank Guarantee is as per

Appendix-E. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.

- d) If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.5% of Rs 90.00 Lakhs + GST for each completed calendar week of delay or part thereof will be deducted from the payment or from any other payments for the delay in submission of Security Deposit/Bank Guarantee. The total penalty under this clause shall be restricted to 5% of Rs 90.00 lakhs + GST.
- e) Security Deposit/Performance Bank Guarantee should be valid for 3 years from the date of acceptance of order and shall be retained till the completion of contract period. The guarantee should also contain a claim period of three months from the last date of validity.
- f) The successful Bidder/s shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of non completion of the project.
- g) The security deposit / bank guarantee will be returned to the bidder on completion of the contract period.
- h) The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the successful Bidder/s fails to complete his obligations under the contract. The Bank shall notify the successful Bidder/s in writing before invoking the Bank guarantee.

82. Technical Documentation:

- a) The Bidder shall deliver the following documents to the BANK/Bank for every firmware/software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.
- b) The bidder shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable.
- c) The Bidder should also provide the MIS reports as per requirements of the BANK. Any level/ version changes and/or clarification or corrections or modifications in the above mentioned

documentation should be supplied by the Bidder to the BANK/Bank, free of cost in timely manner. The bidder shall develop customized documentation as per BANK/Bank's requirement, if desired by the Bank.

83. Execution of Agreement:

- a) Within 15 days from the date of acceptance of the Order, the successful Bidder/s shall sign as tamped "Contract Agreement" with the Bank at the time, place and in the format provided by the Bank. Failure to execute the Contract Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the successful Bidder/s.
- b) The Contract Agreement shall include all terms, conditions and specifications of RFP and also the Commercial Bid and Price, as agreed finally after Bid evaluation and negotiation if necessary. The Contract shall be executed in English language in one original, the Bank receiving the duly signed Original and the successful Bidder/s receiving the photo copy. The contract shall be valid till all contractual obligations are fulfilled.
- c) Bank reserves the right to select the next ranked Bidder, if the selected Bidder not accepting the LOI/Purchase Order or withdraws his proposal after selection or at the time of finalization of the contract or disqualified on detection of wrong or misleading information in the offer.
- d) The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

84. Exit Option and Contract Re-Negotiation

The Bank reserves the right to cancel the said Agreement/Contract in the event of happening one or more of the following conditions:

- a) Failure of the Bidder to accept the said Agreement/Contract /LOI/PO and furnish the Performance Bank Guarantee within a period of fifteen (15) days of receipt of LOI/Purchase Order;
- b) Delay in offering, as required under the Project;
- c) Delay in commissioning the Project beyond the specified period;
- d) Delay in completion of the commissioning/implementation and acceptance tests/ checks beyond the specified periods;
- e) Serious discrepancy in Project noticed during the testing;
- f) Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank;
- g) Serious discrepancy in completion of Project;

h) Serious discrepancy in maintenance of Project.

Bank will notify Bidder with Ninety (90) days notice inclusive of a cure period of thirty (30) days before cancellation/termination. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of a cure period of thirty (30) days, if the Bidder fails to cure within thirty (30) days' time, then the notice for cancellation will become absolute. For the sake of clarity, the period of Ninety (90) days will begin from the date of receipt of termination/cancellation notice in accordance with Clause no. 14 of this Agreement. Any other mode of communicating termination/cancellation of the Agreement will be deemed to be invalid.

In addition to the cancellation of Purchase Order/said Agreement/Contract, the Bank reserves the right to appropriate the damages through invocation of Performance Bank Guarantee furnished by the Bidder.

The Bank also reserves its right to re-negotiate the price and terms of the entire said Agreement/Contract with the Bidder at more favorable terms, in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Bidder's offer does not match such lower price.

Notwithstanding the foregoing, the Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.

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

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

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

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the 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 six (6) to twelve (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 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 Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management. However, during transitioning period payment will be made to Bidder as per payment terms.

85. Project Timelines

The timelines of implementation of the project shall be submitted along with the tender submission in the following format.

Stage	Activity	#Weeks Required for the activity	Cumulative Project duration (weeks)	Total Time period for completion of the Project
1	Submission of detailed Project Plan	1	1	Within 1 weeks of acceptance of purchase order to the Bidder
2	Hardware installation/Configuration, Software development & installation	6	7	Within 5 weeks of acceptance of purchase order to the Bidder
3	User Acceptance testing	2	9	Within 7 weeks of acceptance of purchase order to the Bidder
4	Go live	1	10	Within 10 weeks of acceptance of purchase order to the Bidder

The complete solution should be ready for deployment within 10 weeks from the date of acceptance of the purchase order to the bidder. In case Bank confirms to not implement any specific module from Scope of RFP for the time being, the same needs to be implemented within 2 weeks of Bank's request.

- a) If however, the delay is caused by any action pending from the Bank end, the corresponding period will not be considered while calculation of delay period.
- b) All the equipment/software supplied by the Bidder shall be legal and Bidder shall give indemnity to that effect.
- c) The equipment/solution is considered accepted (Commissioned and

Operationalized) after signing the Acceptance Test document jointly by the representatives from the Bank and the selected bidder. The component level checking for individual item (make & model as per bid document) may be included during the acceptance test. Upon satisfactory installation of the equipment, vendor should obtain signed installation certificate from the Bank Official after making the stock entry at their end and specify the same in the installation certificate. The same shall be submitted by the vendor along with the bills for payment.

- d) The Bank reserves the right to shift the equipment to other locations in case of exigencies. In such cases the vendor has to arrange shifting of the equipment and install the same at the new location. In case of shifting of the hardware the vendor will arrange for shifting at mutually agreed shifting charges. Cost for obtaining necessary road permits and other related permits will be the responsibility of selected bidder.
- e) At the destination site, the cartons will be opened only in the presence of Bank Officials and Vendor's representative.
- f) Inventories at all their service locations shall be maintained by the vendor(s) for immediate replacement of Hardware items in case of faults / failures.

A sticker mentioning the date of installation and the period of warranty along with the Name of the Vendor and the Service Support Call Centre Number must be pasted on each equipment. This is mandatory at the time of installation of the system, the compliance of which must be reported in the installation report.

86. Penalty:

Successful bidder should be providing an uptime of 99.50% (24x7x365), calculated on a monthly basis. Any downtime due to Bank's dependency will not be considered as downtime.

- a) Liquidity damage on Project Delay: For any delay in project timeline as mentioned above, LD will be applicable for 5% of One-time Implementation Cost (for each completed week), will be subject to an overall cap of 20% of One-time Implementation Cost.

The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Orders. Levying Liquidated damages is without prejudice to the Bank's right to levy any other penalty where provided for under in the contract.

- b) Penalty for downtime: Penalty will be charged at an incremental rate of 1% of cost of monthly recurring payment for every 1% lower than the stipulated uptime.
- c) Support SLA: The support call should be responded within 1 hour of call log. Penalty will be charged at an incremental rate of 0.5% of

cost of monthly recurring payment for every 1-hour late response to the support call than the stipulated time.

The SLA charges will be subject to an overall cap of 10% of the Monthly Recurring Payment. If Bidder meet 10% penalty cap for 3 consecutive months, the Bank may have the right to terminate the contract. Penalty will be deducted from the subsequent payment. In case if there is no pending invoices to be paid by the Bank to the bidder, the bidder has to submit a pay order / cheque payable at Mumbai in favour of Bank of Baroda for the same within 15 days from the notice period from the Bank.

87. Payment Terms:

Payment terms for the project will be as follows:

A). Payment for Development & Implementation charges:-

i) Software

Sl.	Payment Milestone	Payment percentage
1	Along with PO	Nil
2	Delivery for UAT	10% (Software charges)
3	On UAT Sign off	15% (Software charges)
4	On Go live	50% (Software charges)
5	One month of satisfactory working after Go live	15% (Software charges)
6	3 months after go live	10% (Software charges)

ii).Hardware

Sl.	Payment Milestone	Payment percentage
1	Along with PO	Nil
2	On Go live	90% (Of Hardware Charges)
3	One month of satisfactory working after Go live	10% (Of Hardware Charges)

B). Payment of Monthly charges:--

Payment for any monthly usage charge or Application / Maintenance charges will be paid on monthly basis in arrears.

The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected Bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved. There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidders. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Bank.

The Bidder must accept the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the bidder in the price bid against such activity / item.

The payments will be released/accepted only through NEFT / RGTS and the Successful Bidder/s has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

The payment will be released after deducting applicable GST & TDS.

The payment will be made by UCO Bank, Head Office, Digital Banking Department. However, Payment of the Bills would be released, on receipt of satisfactory service report from the Bank's Project / Operations Manager after deducting all penalties.

The bidder shall provide for engineer visits for all activities required to be carried out as per this Scope as well as on Bank's request for implementation of all regulatory compliance issued by GOI/ regulatory authority at no extra costs to the Bank.

88. Preventive Maintenance

During the contract period as well as during the annual maintenance contract, the bidder, in addition to attending calls for repairs/maintenance, shall conduct preventive maintenance checks for the supplied hardware/software items once in every six months basis and no charges shall be payable for such maintenance, including parts replaced or requiring replacement.

89. Order Cancellation (Termination)

The Bank reserves its right to cancel/terminate the Order/Agreement in the event of occurrence of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- a) The Bidder commits a breach of any of the terms and conditions of the Work Order/Agreement;
- b) The Bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.,;
- c) Serious discrepancy in the quality of service of the Bidder expected during the implementation, rollout and subsequent maintenance process;
- d) The Bidder goes into liquidation voluntarily or otherwise;
- e) An attachment is levied or continues to be levied upon the Bidder for a continuous period of 7 days upon the effects of the order;
- f) The progress regarding execution of the order by the Bidder is found to be unsatisfactory;
- g) Non-compliance by the Bidder of the scope of the job;
- h) Repetitive failure of the deployed personnel of the Bidder to perform the job to the satisfaction of the Bank;
- i) The Bidder fails to complete the assignment as per the timelines prescribed in the Work Order/ said Agreement/Contract and the extension, if any allowed.
- j) On the events of data piracy/privacy/system failures/security failures;
- k) If deductions on account of liquidated damages exceed more than 10% of the total order price.

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

- i. In case the 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 deliverables from alternate sources at the risk, cost and responsibility of the Bidder with the capping of 125% of the original quoted cost for such deliverable.
- ii. If the Bidder does not perform satisfactorily or delays in execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice, in this event the Bidder is bound to make good with the capping of 125% of the original quoted cost for such deliverable, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.
- 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 Performance Bank Guarantee under this Agreement.

- iv. In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the Bidder for implementation of project, would necessarily have to be returned to the Bank. If the Bidder fails to return such payment within thirty (30) days, then the Bidder have to return the amount to the Bank with interest @ 15% per annum, further the Bidder 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 Bidder. This is after repaying the original amount paid.
- v. The Bidder shall be liable under this section if the contract/purchase order has been cancelled in case the sum total of penalties and deliverables exceeds 10% of the TCO.

In case of order cancellation/termination, Bank will notify the Bidder within Ninety (90) days' notice period inclusive of Thirty (30) days cure period before cancellation/termination of the Order/Agreement. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of cure period of Thirty (30) days, if the Bidder fails to cure within Thirty (30) days time the notice for cancellation will become absolute. For the sake of clarity, the period of 90 (Ninety) days will begin from the date of receipt of termination/cancellation notice in accordance with Clause no. 14 of this Agreement. Any other mode of communicating termination/cancellation of the Agreement will be deemed to be invalid.

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.

90. Termination for Convenience

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

91. Termination for Insolvency

The Bank may at any time terminate the said Agreement/Contract by giving a written notice of 90 (ninety) days to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, the 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.

92. 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 Ninety (90) days inclusive of a cure period of Thirty (30) days. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of a cure period of Thirty (30) days, if the Bidder fails to cure within Thirty (30) days' time, then the notice for cancellation will become absolute. For the sake of clarity, the period of 90 (Ninety) days will begin from the date of receipt of termination/cancellation notice in accordance with Clause no. 14 of this Agreement. Any other mode of communicating termination/cancellation of the Agreement will be deemed to be invalid.

93. Consequences /Effects of Termination

- a) In the event of termination of the said Agreement/Contract due to any cause whatsoever, (whether consequent to the stipulated terms of the said Agreement/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 Bidder 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 Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the said Agreement/Contract.
- b) In the event that the termination of the said Agreement/Contract is due to the expiry of the term of the said Agreement/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 Bidder 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.
- c) Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee and other guarantees and/or securities furnished by the Bidder, enforce the Indemnity and pursue such other rights and/or remedies that may be available to UCO Bank under the Law(s) for the time being in force or otherwise.

- d) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the said Agreement/Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- e) On termination of contract, the Bidder shall immediately ensure safe /secure hand over of Bank specific transaction / customer data to the Bank and thereafter ensure destruction of Bank specific transaction / customer data stored by them by promptly removing them from their system within the mutually agreed timelines specified by the Bank . For this the Bidder shall use a best industry practice, which complies with applicable regulatory guidelines, laws and regulations and which is also acceptable to the Bank. The Bidder shall obtain prior approval from the Bank regarding the same. The Bank specific transaction / customer data destruction and its transfer/hand over process shall be in Bank specified format and must be logged and Audit trail to be maintained by the Bidder as per the prevalent regulatory guidelines, which has to be provided by them to the Bank or its auditor or any Regulatory/Statutory body whenever demanded.

94. Training:

The bidder shall provide training to officials of Bank. The training should cover features include hands-on training. Training will have to be provided at Bank premises or external sites acceptable to Bank at bidder's cost.

95. Terms & Conditions:

- a) Adherence to Terms and Conditions: The Bidders who wish to submit responses to this RFP should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by respondents, such responses may be disqualified and may not be considered for the selection process.
- b) Period of Contract: The period of contract is for 3 years and can be extended based on the satisfactory performance of the bidder for upto another 2 years with the same terms & conditions at the sole discretion of the Bank.
However, there shall be a yearly review of the performance of the Bidder/s by the Bank.
- c) Professionalism: The bidder/s should provide professional, objective and impartial advice at all times and hold the Bank's interest paramount and should observe the highest standard of ethics, values, and code of conduct, honesty and integrity while executing the assignment.
- d) Adherence to Standards: The bidder/s should adhere to approved standards in the process and delivered goods.

The Bank reserves the right to ascertain information from the other Banks and institutions to which the Bidder/s have rendered their services for execution of similar projects.

- e) Expenses: It may be noted that Bank will not pay any expenses / charges/ fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses under any circumstances.
- f) Single Point of Contact: The successful Bidder/s has to provide details of single point of contact viz. name, designation, address, e-mail address, telephone/mobile no., fax no. etc.
- g) Authorized Signatory: The successful Bidder/s shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The successful Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.
- h) No Employer-Employee Relationship: The Bidder/s or any of its holding/subsidiary/joint-venture/affiliate/group/ client companies or any of their employees / officers / staff / personnel representatives/agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees/officers/ staff/representatives/ personnel/agents.
- i) Vicarious Liability: The successful Bidder/s shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the Bidder and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the bidder shall be paid by the bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder's employees, agents, contractors, subcontractors etc. The bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank

through the action of Bidder's employees, agents, contractors, subcontractors etc.

j) Cancellation of Contract and Compensation:

- a. The Bank reserves the right to cancel the contract of the successful Bidder and recover expenditure incurred by the Bank in any of the following circumstances. The Bank would provide 30 days' notice to rectify any breach/ unsatisfactory progress.
- b. The successful Bidder commits a breach of any of the terms and conditions of the bid/contract.
- c. The Bidder becomes insolvent or goes into liquidation voluntarily or otherwise.
- d. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- e. The progress regarding execution of the contract, made by the successful Bidder is found to be unsatisfactory.
- f. If the successful Bidder/s fails to complete the due performance of the contract in accordance with the agreed terms and conditions.
- g. After the award of the contract, if the successful Bidder/s does not perform satisfactorily or delays execution of the contract, the 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 successful Bidder/s is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the contract. This clause is also applicable, if for any reason, the contract is cancelled.
- h. The Bank reserves the right to recover any dues payable by the successful Bidder/s from any amount outstanding to the credit of the successful Bidder/s, including the pending bills and/or invoking Bank Guarantee/Security Deposit, if any, under this contract.

E. GENERAL CONDITIONS:

96. General Order Terms

Normally, the Order will be placed on the successful bidder as per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the bidders to the Bank immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organization/restructuring/ merger/ demerger and on account such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank shall be final.

97. Intellectual Property Rights:

- a) Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.
- b) In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.

- c) The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.
- d) The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors.

98. Indemnity:

In consideration of the Bank having agreed to accept our offer in terms of Request for Proposal No. UCO/DIT/1512/2022-23 Date: 13.09.2022, We the Vendor herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgements, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said Contract and any damage caused from and against all suits and other actions that maybe instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to omission or commission of any act on our part and/or on the part of our employees, representatives, agents and/or associates, sub- contractors in performance of the obligations enumerated under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement dated ;

We the Vendor further irrevocably and unconditionally agree and undertake to hold the Bank harmless, indemnify and keep the Bank indemnified from any of its following acts and deeds, irrespective of the value, genuineness or enforceability of the aforesaid Contract/Agreement or insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO Bank or us or any other circumstance whatsoever which might otherwise constitute a

discharge of the Vendor:

a) material breach of any of the terms of the RFP/ SLA or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the service provider under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;

b) infringement of any intellectual property right, patents, trademarks, copyrights or breach of confidentiality obligations etc., including any claims of infringement of any third-party copyright, patents or other intellectual property and/or any third-party claims on the Bank for malfunctioning of the equipment, software or deliverables or usage of any license, or such other statutory infringement in respect of all components provided to fulfil the scope of work under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;

c) for any loss or damages caused to the Bank's premises or property, loss of reputation & loss of life etc., solely attributable due to the acts of the Vendor/Vendor's employees, representatives, agents and/or associates;

d) non-compliance of the Vendor with the applicable laws and/or statutory obligations, if any, in performing its duties as a service provider under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;

e) Negligence or gross misconduct attributable to the Vendor, its employees, representatives, agents and/or associates or any liabilities which pose significant risk;

We shall not enter into any settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the rights, interest and reputation of the Bank (and/or its customers, users and service providers).

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

Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either Party at the address stated in the aforesaid Agreement/Contract.

We hereby declare that this Indemnity is in addition to the Liquidated Damages as provided in these presents.

99. Audit By Third Party

The Bank reserves the right for audit from Bank and/or third party and/or regulatory body. It shall be responsibility of the bidder to cooperate and provide necessary information and support to the auditors. The bidder must ensure that the audit observation is 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 bidder shall attract suitable action by the Bank.

100. Inspection and right to audit:

- a) The bidder shall keep complete and accurate records of all the operations and expenses in connection with the services provided to The UCO Bank. All said records shall be kept on file by the bidder for the contract period from the date the services are provided to the bank.
- b) Periodic Audit of the Kiosk and services to be conducted quarterly for at least 10% of the locations and by changing the audit locations in every quarter. Detailed audit report / observations along with the compliances shall be submitted to the Bank within 7 days from such audit.
- c) The bidder shall, upon reasonable notice, and by mutual consent, allow the UCO BANK, its management, its auditors and/or its regulators, the opportunity of inspecting, examining and auditing of Kiosk sites, the bidder's operations and business records which are directly relevant to the services and financial agreements.
- d) The Bank shall give minimum one-day intimation for conducting the audit to the bidder. The audit by the UCO Bank shall be allowed to be done all days.

101. Conflict Of Interest

The Bank requires that the Bidder provide professional, objective, and impartial advice and at all times hold Bank's interest paramount, strictly avoid conflicts with other Assignment(s)/Job(s) or their own corporate interests and act without any expectations/consideration for award of any future assignment(s) from the Bank.

The Bidder have an obligation to disclose any situation of actual or potential conflict in assignment/job, activities and relationships that impacts their capacity to serve the best interest of Bank, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose the said situations and if Bank comes to know about any such situation at any time, it may lead to the termination of its Contract during execution of the said assignment.

102. No Right To Set Off

In case the Bidder has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available to the Bidder under this arrangement with the Bank for any payments receivable under and in accordance with that business.

103. Violation Of Terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Agreement/Contract. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

104. Sub-Contracting:

The Bidder with the explicit written permission of the Bank may have back to back arrangement/ sub-contracting for ensuring smooth and hassle free services under the scope of work defined herein.

The Agreement between the Bank and Bidder is agreed to done on Principal to Principal basis and the Bidder shall be solely responsible for the act and omission of such back to back arrangement or third party sub-contractor.

No payment will be made by the Bank to such back to back arrangement and the third party Bidder (s) for their services.

The Bidder shall enter into reciprocal agreement with such sub-contractors and /or back to back arrangement with such service facilitator. It is the responsibility of the Bidder to furnish the details of such arrangement to the Bank through its Authorised Signatory/ Legal Head/Bidder Secretary. It is also responsibility of Bidder to furnish the Name, contact details of the sub-contractor and/ or back to back facilitator to the Bank.

The agreement between service provider and local bidders/sub-contractors should explicitly include a clause regarding confidentiality of data and other information related to business. In any case, data confidentiality to be ensured by the service provider & its sub-contractors.

105. Publicity:

Any publicity by the successful bidder in which the name of the Bank is to be used will be done only with the explicit written permission of the Bank.

106. Guarantees:

The successful bidder should guarantee that the software/solution supplied to the Bank includes all patches, upgrades/ updates etc., and the same are licensed and legally obtained.

107. Confidentiality and Non-Disclosure

- a) The successful bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Successful Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The successful bidder shall furnish an undertaking as given in Annexure-6.
- b) No media release, public announcement or any other reference to the RFP or any programme there under shall be made without the written consent from the Bank. Reproduction of this RFP, without the prior written consent of the Bank, by photographic, electronic or other means is strictly prohibited.

108. Amendments to the Agreement:

Once contract agreement is executed with the successful bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.

109. General Contract Agreement Conditions:

- a) Neither Bank nor the successful Bidder shall assign any rights or obligations herein without obtaining the prior consent of the other Party.
- b) No forbearance, indulgence, relaxation or inaction by any Party [Bank or successful Bidder] at any time to require the performance of any provision of Agreement shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Agreement.
- c) No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Agreement shall be construed as a waiver of any right under or arising out of Agreement or an acquiescence to or recognition of any right

- and/or any position other than that expressly stipulated in the Agreement.
- d) All remedies of either Bank or Bidder under the Agreement whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
 - e) If any provision of Agreement or the application thereof to any person or Party [Bank/Bidder] is or becomes invalid or unenforceable or prohibited by law to any extent, this Agreement shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Agreement shall be valid and binding as though such provision had not been included. Further, the Parties [Bank and Bidder] shall endeavor to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
 - f) If during the term of Agreement, the performance in whole or in part by either Party [Bank/Bidder] of any obligations under the Agreement is prevented or delayed by reason of war, destructive act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemic, quarantine restrictions, strikes, lock-outs, or acts of god (hereinafter referred to individually as an "Event" the notice of happening of which shall be given by either Party to the other within seven days of the date of occurrence of such Event), neither Party [Bank nor Bidder] shall be entitled to terminate this Agreement nor have any claim for damages against the other by reason only of such non-performance or delay in performance.
 - g) None of the provisions of Agreement shall be deemed to constitute a partnership between the Parties [Bank and Bidder] and neither Party [Bank nor Bidder] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
 - h) Agreement shall not be intended and shall not be construed to confer on any person other than the Parties [Bank and the successful Bidder] hereto, any rights or remedies herein.
 - i) Agreement shall be executed in English language in 1 (one) original, the Bank receiving the duly signed original and successful bidder receiving the duly attested photocopy.

110. Negligence:

In connection with the work or contravenes the provisions of

General Terms, if the successful Bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the successful Bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the successful Bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the successful Bidder.

111. Human Resource Requirement

The Bidder by executing the agreement shall be deemed to have unconditionally agreed as under:

- a) The Bidder shall provide a contingent of well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service.
- b) The Bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The Bidder shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed/engaged in the project.
- c) In case the performance of the Bidder/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, The Bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the Bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own.
- d) No right to employment in the Bank shall accrue or arise to the employees or agents of the Bidder, by virtue of engagement of employees, agents, etc. of The Bidder for any assignment under this project. It is further clarified that the arrangement herein with the Bidder is a contract for service.
- e) The Bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.
- f) The Bidder shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India , Government or the

Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time ,as per the provisions of Minimum Wages Act 1948.

112. Social Media Policy

- a) No person of the bank or the contractors and third parties shall violate the social media policy of the bank.
- b) The following acts on the part of personnel of the bank or the contractors and third parties shall be construed as violation of social media policy:
- c) Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
- d) Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.”

113. Force Majeure:

- a) The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.
- b) For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.
- c) In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- d) 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 three months, the Bank and the Bidder shall hold consultations with each

other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

114. Corrupt and Fraudulent Practices

- a) As per Central Vigilance Commission (CVC) directives, it is required that Bidders
- b) /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- c) "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
- d) "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.
- e) 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.
- f) 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.
- g) The decision of the Bank in determining the above aspects will be final and binding on all the Bidders.
- h) No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its bid, from the time the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Bank, it may do so in writing. An effort/attempt by a Bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder.
- i) The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the

employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on case-to-case basis.

115. Compliance With Applicable Laws Of India

The 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/sub-contractor deployed by the Bidder for the digitization activity must comply with government's rules and regulations like Minimum Wages Act, Provident fund and ESIC facility standard and Labour Laws including but not limited to Contract Labour.

This indemnification is only a remedy for the Bank. The Bidder 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 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 said Agreement/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

Regulations/RBI Guidelines etc., 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.

116. Government of India Guidelines On Purchase Preference:

Procurement through Micro & Small Enterprises [MSEs]:

Procurement through MSEs will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises from time to time. Following are the conditions applicable as per the Government of India Guidelines

- a) This MSEs should have been registered with:
 - District Industries Centers or
 - Khadi Village Industries Commission or
 - Khadi & Village Industries Board or
 - Coir Board or National Small Industries Corporation or
 - Directorate of Handicrafts & Handloom or
 - Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
- b) MSEs are also exempted from paying Application fee/cost & EMD.
- c) MSEs should submit the relevant documentary proof for claiming the exemptions.
- d) MSEs shall have basic required qualification under eligibility criteria specified in the RFP and the above Policy will be applicable to those qualifying Bidders only. The details are available on web site dcmsme.gov.in. Interested bidders are requested to go through the same for details.

117. Resolution of Disputes:

The Bidder and the Bank shall endeavor their best to amicably settle all disputes arising out of or in connection with the said Agreement/Contract in the following manner:

- a. 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.

- b. The matter will be referred for negotiation between Assistant General Manager, Digital Banking Department of UCO BANK and authorized person of the bidder. The matter shall then be resolved between them and the agreed course of action shall be documented within a further period of fifteen (15) days.

In case the dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute/difference shall be submitted by either party for arbitration within fifteen (15) of the failure of negotiations. The 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 30 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 Agreement/Contract.

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 or arising out of the said Agreement/Contract 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, rather shall continue to render the Service/s in accordance with the provisions of the said Agreement/Contract.

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes

and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be Kolkata, INDIA.

118. Modification/Cancellation of RFP

The bank reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.

119. Legal Disputes and Jurisdiction of the court

- a) The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.
- b) All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Bengaluru and the parties agree to submit themselves to the jurisdiction of such court as this RFP/Contract agreement shall be governed by the laws of India.

ANNEXURES CHECKLIST

Bidders to verify the checkpoints and ensure accuracy of the same before submission of the bid.

ANNEXURES (To be submitted with Part A- conformity to eligibility criteria)		
1	Check List	
2	Eligibility Criteria declaration	
3	Bid Covering Letter Format	
4	Authorization Letter Format	
5	Applicant's Profile	
6	Non-Disclosure agreement format	
15	Pre-Contract Integrity Pact	
16	Undertaking Letter on the bidder's letterhead for Central Minimum Wages Act & Labour Laws	
ANNEXURES (To be submitted with Part B-Technical Proposal)		
7	Technical Bid Covering letter Format	
8	Track Record for Digital On-boarding of Customers & 360-degree view of Customer profile	
9	Technical Evaluation Sheet	
10	Compliance Statement	
11	Undertaking Letter Format	
12	Escalation Matrix	
13	Masked Commercial Format (Annexure-13)	
ANNEXURES(To be submitted with Part-C -Commercial Bid)		
14	Commercial format as per Annexure-14	

Checked for accuracy

Date:

Signature with Seal

Name:

Designation

The Authorization letter as per format ANNEXURE-4 is to be carried in person and shall not be placed inside any of the bid covers.

Ensure

ANNEXURE – I

Check List

No	Other Clauses	Bidder Response [Yes/No]	Page No. at which details are enclosed
1	Whether Cost of the Tender document (NEFT/ Demand Draft payable at Kolkata) is submitted along with the Part A-Conformity to Eligibility Criteria?		
2	Whether EMD / Bank guarantee Submitted in the Part A- Conformity to Eligibility Criteria?		
3	Whether the Bid is authenticated by authorized person? Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be submitted in Part A-Conformity to Eligibility Criteria.		
5	Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials).Erasures /Overwriting / Cutting / Corrections authenticated Certification /Undertaking is authenticated?		
6	Whether address of Office on which order has to be placed is indicated in Annexure-5		
8	Whether ensured that, the separately sealed envelopes containing Part A-Conformity to Eligibility Criteria, Part B-Technical Proposal and Part-C Commercial Bid for Selection of partner for Digital On-boarding of Customers & 360-degree view of Customer profile are placed and sealed in another big envelope superscribed as per RFP		

	instructions. The Name of the Bidder, RFP No. and Due date of the RFP is specified on the top of the envelope.		
9	Whether replica of offer Bid is enclosed in Part B- Technical Proposal masking the offer?		
10	Whether ensured Indexing of all Document submitted with page numbers?		
11	Ownership letter by the bidder (Under taking letter by the bidder taking the ownership of the project execution in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership)		
12	Whether replica of Price Bid (Masked price bid) as per Commercial Bid is submitted in Technical-Part-B.		

Bidders to verify the above checklist and ensure accuracy of the same before submission of the bid.

Checked for accuracy

Date:

Signature with Seal

Name:

.....

ANNEXURE-2

Eligibility Criteria Declaration

SUB: RFP for Selection of partner for Digital On-boarding of Customers & 360-degree view of Customer profile.

Ref: UCO/DIT/ 1512 /2022-23 dated 13/09/2022

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Eligibility Criteria.

Sl .	Eligibility Criteria	Documentary proof required for each of the eligibility criteria stipulated	Bidder response
1.	<p>Bidder should be a limited company (Public / Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on RFP issuance date.</p> <p>Companies/Firm registered as MSME Entrepreneur & still categorized as MSME as on RFP submission date.</p> <p>Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt. of India.</p>	<p>1. Certificate of Incorporation issued by Registrar of Companies.</p> <p>2. Copies of Memorandum of Association.</p> <p>3. Copies of Articles of Association</p> <p>4. Shareholding pattern</p> <p>5. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.</p> <p>6. Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.</p>	
2.	<p>The bidder should have a minimum Annual Turnover of at least Rs. 10 Crores in each year for last 3 financial years i.e. F.Y. 2018-19, 2019-2020 and 2020-21 as per audited balance sheets.</p>	<p>Bidder has to submit Audited Balance Sheet for last 3 financial years (i.e. 2018-19, 2019-2020 and 2020-21). AND Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified</p>	

		by Chartered Accountants should mandatorily contain Unique Document Identification Number.	
3.	The bidder should be a profit making company and should have positive net worth during 3 three consecutive financial years (2018-19, 2019-2020 and 2020-21).	The Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.	
4.	The bidder should have implemented proposed solution in at least one (1) scheduled commercial Banks in India with more than 1000 branches.	Documentary evidence/ Certificate from the Bank covering the required details to be enclosed.	
5	The platform should be operational for minimum of 2 years in any scheduled commercial Bank having customer base of two crore (2,00,00,000) or more, as on the date of bid submission.	Documentary evidence/ Certificate from the Bank covering the required details to be enclosed.	
6	The bidder should not have been debarred/ blacklisted by any Govt. /Govt. Agency / Bank(s) / Financial Institutions / RBI / IBA in India as of RFP issue date for breach of any applicable law or violation of regulatory prescriptions wr breach of agreements.	Declaration in the letterhead of the bidder's company to that effect should be submitted regarding non-blacklisting of the company.	
7	The bidder should ensure that there are: c. No legal proceedings pending or threatened against bidder or which adversely affect / may affect performance under the contract; and d. No inquiries or investigations have been threatened,	Declaration in the letterhead of the bidder's company to that effect duly certified by Statutory Auditor should be submitted.	

commenced or pending against the bidder or by any statutory or regulatory or investigative agencies.		
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Note:-

- Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references.
- If the declaration/any documents given by the bidder is found to be false at later date, Bank reserves the right to disqualify the bidder or cancel the contract.

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.

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.

Date

Signature with Seal:

Name :

Designation :

ANNEXURE-3

Bid Covering letter format

To,

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

Dear Sir,

SUB: RFP for Selection of partner for Digital On-boarding of Customers & 360-degree view of Customer profile.

Ref: UCO/DIT/ 1512 /2022-23 dated 13/09/2022

Having examined the tender document including all Annexures, the receipt of which is hereby duly acknowledged. We, the undersigned, offer Digital On-boarding of Customers & 360-degree view of Customer profile in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

We agree to abide by this offer till contract period from the date of opening of Commercial Bid. We accept all the Instructions, Terms & Conditions and Scope of Work of the subject RFP.

We understand that the Bank is not bound to accept the highest or any offer the Bank may receive, without assigning any reason whatsoever.

Date

Signature with Seal:

Name :

Designation :

Authorization letter format

(To be presented by the authorized person at the time of Technical / Commercial Bid Opening on the letter head of Bidder and should be signed by an Authorised Signatory with Name and Seal of the Company)

To,

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

Dear Sir,

SUB: RFP for Selection of partner for Digital On-boarding of Customers & 360-degree view of Customer profile.

Ref: UCO/DIT/ 1512 /2022-23 dated 13/09/2022

This has reference to your above RFP.

Mr./Miss/Mrs. _____ is hereby authorized to attend the bid opening of the above RFP on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

NOTE: This Authorization letter is to be carried in person and shall not be placed inside any of the bid covers.

Applicant's Profile

The Bidder should provide detailed responses for each of the below items along with documentary proofs :

Sl. No	Particulars	Details
A	Company / Supplier Profile-	
1.	Name of the Suppliers/Firm/Company	
2.	Constitution	
3.	Date of Establishment/Incorporation	
4.	Address (Order to be placed on which Office) Registered Office Corporate Office	
5.	Telephone No FAX No E-mail Address Website	
6.	Gross Annual Turnover of the Bidder (Not of the group.) (Audited) 2018-2019 2019-2020 2020-2021	
7.	Net Profit of the Bidder (Not of the group.) (Audited) 2018-2019 2019-2020 2020-2021	
8.	Service Net Work (Number of Service Centers in) North India South India East India West India Central India Our PAN number for Income Tax is	

	<p>We are registered with the GST authorities and our registration numbers are as follows. GST no. Our Bank Details Name and Style of Bank Account Name of the Bank and Branch address Account Number RTGS / NEFT Code</p>	
9.	<p>Details of Description of business and business back group Service Profile & Client Profile Domestic & International Presence.</p>	
10.	<p>Brief Description of other facilities available with the bidder (related to Set up, Manage and Operate Merchant Acquiring Business through POS on Revenue Sharing Model)</p>	
11.	<p>Details of the similar assignments on hand as on date. (Name of the Bank, stage of project etc., Documentary proof such as work order to be furnished)</p>	
12.	<p>Experience of assignments in Merchant Acquiring Business through POS</p>	

Date

Signature with Seal :

Name :

Designation :

[Note: These details should be on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company

Non-Disclosure Agreement

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

WHEREAS, we, _____,
having Registered Office at _____, hereinafter referred to as
the Bidder, are agreeable to 'Set Up ,Manage & Operate Merchant Acquiring
business through POS on revenue sharing model' in UCO Bank, having its
registered office at 112,J C Road, Kolkata-2 hereinafter referred to as the
BANK and,

WHEREAS, the Bidder understands that the information regarding the Bank's IT
Infrastructure shared by the BANK in their Request for Proposal is confidential
and/or proprietary to the BANK, and

WHEREAS, the Bidder understands that in the course of submission of the offer for
Selection of bidder to Set up, Manage and Operate Merchant Acquiring Business
through POS on Revenue Sharing Model and/or in the aftermath thereof, it
may be necessary that the Bidder may perform certain jobs/duties on the
Banks properties and/or have access to certain plans, documents, approvals
or information of the BANK; NOW THEREFORE, in consideration of the foregoing,
the Bidder agrees to all of the following conditions, in order to induce the BANK
to grant the Bidder specific access to the BANK's property/information. The
Bidder will not publish or disclose to others, nor, use in any services that the Bidder
performs for others, any confidential or proprietary information belonging to the
BANK, unless the Bidder has first obtained the BANK's written authorization to do
so.

The Bidder agrees that notes, specifications, designs, memoranda and other
data shared by the BANK or, prepared or produced by the Bidder for the
purpose of submitting the offer to the BANK for the said solution, will not be
disclosed to during or subsequent to submission of the offer to the BANK, to
anyone outside the BANK.

The Bidder shall not, without the BANKs written consent, disclose the contents of
this Request for Proposal (Bid) or any provision thereof, or any specification, plan,
pattern, sample or information (to be) furnished by or on behalf of the BANK in
connection therewith, to any person(s) other than those employed/engaged by
the Bidder for the purpose of submitting the offer to the BANK and/or for the
performance of the Contract in the aftermath. Disclosure to any
employed/engaged person(s) shall be made in confidence and shall extend
only so far as necessary for the purposes of such performance.

Date

Signature with Seal:

Name :

Designation :

ANNEXURE-7

Technical Bid Covering letter Format

To,

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

SUB: RFP for Selection of partner for Digital On-boarding of Customers & 360-degree view of Customer profile.

Ref: UCO/DIT/ 1512 /2022-23 dated 13/09/2022

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Technical Bid / Specification.

Sl No	Particulars	Details to be furnished by the Bidder
1	Name of the Bidder	
2	E-mail address of contact persons	
3	Details of: Description of business and business background Service profile & Client profile	
4	Approach and methodology for the proposed scope of work along with illustrative deliverables.	
5	Details of similar assignments executed by the bidder during the last two years in India	

	(Name of the Bank, time taken for execution of the assignments and documentary proof from the Bank are to be furnished)	
6	<p>List of applicants major customers in last 3 years and details as below may be taken:</p> <p>a. Name and complete postal Address of the customer.</p> <p>b. Name, designation, Telephone, Fax, Telex Nos., e-mails and address of the contact person(customer)</p> <p>c. Nature & Description, Staff consultancy work ordered by the customer during 2 years.</p> <p>d. Whether reference letter enclosed.</p>	
7	Conformity regarding back to back arrangements with third party software for providing continuous and un-interrupted support to meet SLA obligations as per RFP Terms.	

Declaration:

1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in shortlisting of bidders.
3. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our

response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Date

Signature with Seal:

Name :

Designation :

ANNEXURE-8

Track Record for Digital On-boarding of Customers & 360-degree view of Customer profile

SUB: RFP for Selection of partner for Digital On-boarding of Customers & 360-degree view of Customer profile.

Ref: UCO/DIT/ 1512 /2022-23 dated 13/09/2022

Details of track record on Digital customer onboarding solution
Provided by the bidder:

Sl no	Name of the client	Contact person's name, Tel no and address	Mention services on Digital On-boarding of Customers & 360-degree view of Customer profile

Date

Signature with Seal:

Name :

Designation :

ANNEXURE:9

Technical Evaluation

The bidder needs to achieve a cut – off score of 70% marks in this evaluation stage to be qualified for commercial bid opening. Only those bidders who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation. The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

S.No.	Criteria	Total Marks
1.	No. of Implementation of proposed solution /Services in last 3 financial years i.e. 2019-20, 2020-21, 2021-22 (As on bid submission date) in India (For Each Implementation 5 marks will be awarded)	20 (Max)
2.	No. of Implementation of proposed solution done by participating bidder in last 3 financial years i.e. 2019-20, 2020-21, 2021-22 (As on bid submission date) in India (For Each Implementation 5 marks will be awarded)	20 (Max)
3.	Security certification/s for service provide setup (both Data Centre / Disaster Recovery site)	10
4.	Technical Specification score	25
5.	Functional Specification score	25
6.	Technical Presentation: Quality of Presentation, Understanding of Bank's requirement, Delivery approach and methodology and Project Governance.	25
7.	Demonstration: Demonstration of in-depth understanding of the Bank's project technical and functional requirements as per the scope.	25
Total Marks		150

**Copies of Work order / client reference should be provided.

The bidder should present and demonstrate the proposed solution which will be evaluated on functional requirement given in the RFP. Further the Bank's officials would visit reference sites provided by the Bidder if deemed necessary.

In case there is only one bidder having technical score of 70% or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such bidder. In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score of 70%, then the Bank, at its sole discretion,

may qualify two bidders on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Bidder or will not consider bidder below cut-off marks by relaxing as mentioned above, if in the Bank's opinion the bidder could not present or demonstrate the proposed services/projects as described in the proposal or in case the responses received from the customer contacts are negative or the proposed service/projects does not meet the Bank's requirement.

The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the bidders to this document and bank will not entertain any correspondence in this regard.

Bidders who meet these criteria would only qualify for the commercial bid opening.

Date

Signature with Seal :

Name :

Designation :

ANNEXURE-10

COMPLIANCE STATEMENT

SUB: RFP for Selection of partner for Digital On-boarding of Customers & 360-degree view of Customer profile.

Ref: UCO/DIT/ 1512 /2022-23 dated 13/09/2022

DECLARATION

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

Compliance	Description	Compliance (Yes / No)	Remarks/ Deviations
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all Annexures, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of bids)		
Technical Specifications	We certify that the services offered by us for tender confirms to the Scope of Work specifications stipulated by you except the following deviations.		
Scope of Work	As detailed in the RFP		

(If left blank it will be construed that there is no deviation from the specifications given above)

Date

Signature with Seal :

Name :

Designation :

ANNEXURE- 11

Undertaking Letter Format

(To be submitted on bidder's Letter Head)

SUB: RFP for Selection of partner for Digital On-boarding of Customers & 360-degree view of Customer profile.

Ref: UCO/DIT/ 1512 /2022-23 dated 13/09/2022

We understand that Bank shall be placing Order to the Successful Bidder exclusive of taxes only and that all applicable Taxes like GST will be paid at actual to the maximum of taxes indicated in this Commercial Bid against production of invoice / bills.

We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date

Signature with Seal :

Name :

Designation :

ANNEXURE-12

ESCALATION MATRIX

Name of the Company :

Service Related Issues:

Sl No	Name	Designation	Full Office Address	Phone No.	Mobil e No.	Fax	Email addresses
1		First Level Contact					
2		Second level contact (If response not received in 24 Hours)					
3		Regional/Zonal Head (If response not received in 48 Hours)					
4		Country Head (If response not received in One week)					

Any change in designation, substitution will be informed by us immediately.

Date

Signature with Seal :

Name :

Designation :

ANNEXURE-13

Bill of Material (Masked)

**SUB: RFP for Selection of partner for Digital On-boarding of Customers
& 360-degree view of Customer profile.**

(Amount in Rs.)

SI No	Items	Offered Specification	Unit Cost (Exclusive of GST) (A)	Multiplication Factor* (B)	Total Cost (C = A X B)	GST in (%) (D)
1	Hardware* (with 3 years comprehensive warranty)					
1.1	Server		XXXX		XXXX	XXXX
1.2	Storage		XXXX		XXXX	XXXX
1.3	Any other additional hardware along with all drivers and licenses, if any (PI specify details in BOM)		XXXX		XXXX	XXXX
1.4	Total (1.1+1.2+1.3)					XXXX
2	Software (Licenses with 3 year comprehensive warranty)					
2.1	System Software (including OS/ License etc.) PI specify in BOM		XXXX		XXXX	XXXX
2.2	Data Base		XXXX		XXXX	XXXX
2.3	Application Software		XXXX		XXXX	XXXX
2.4	Middleware (if any)		XXXX		XXXX	XXXX
2.5	Any Other (Please mention in detail in BOM)		XXXX		XXXX	XXXX
2.6	Total (2.1+2.2+2.3+2.4+2.5)					
3	Facility Management Resource Charges					
3.1	Facility Management resource Charges for 1 st year (minimum 2 engineers)				XXXX	XXXX
3.2	Facility Management resource Charges for 2 nd year (minimum 2 engineers)				XXXX	XXXX
3.3	Facility Management resource Charges for 3 rd year (minimum 2 engineers)				XXXX	XXXX
3.4	Total FM resource charges for 3 years (3.1+3.2+3.3)				XXXX	XXXX
4	One Time Implementation & Training Cost				XXXX	XXXX
5	Any other (Please provide details)				XXXX	XXXX
6	Grand Total for supply of hardware, software and FM resources for the period of contract i.e. 3 Years excluding GST (Total Cost of Ownership, i.e. TCO) (In figure) (1.4 + 2.6 + 3.4+4+5)					XXXX

Total Cost of Ownership (in Words) excluding GST

XXXX

- * Hardware should be quoted for implementation at DC,DR and UAT. Multiplication factor to be specified by bidders depending on the quantity.
- * For Software, Multiplication factor to be specified by bidders depending on the number of licenses to be supplied for proper functioning of their solution.

- i. We hereby confirm that quotes mentioned in this commercial bid are strictly as per the format in RFP.
- ii. We also confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same as mentioned in the commercial evaluation process clause no. 2.3 and it will be binding upon our company.
- iii. 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.
- iv. We have not added or modified any clauses / statements / recordings / declarations in the commercial offer, which is conditional and / or qualified or subjected to suggestions, which contain any deviation in terms & conditions or any specification.
- v. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- vi. We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated XX.07.2022 and subsequent pre-bid and amendments.

Company Seal**Authorized Signatory****Date****Name & Designation:****Note:**

1. Hardware will come with 3 Year warranty, which will take care of the full maintenance, management during the 3 year term.
2. Cost of item No. C for 4th & 5th Years will be negotiated. However, the cost should not be more than 15% of the original cost.
3. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
4. In case of discrepancy between figures and words, the amount in words shall prevail.
5. Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.
6. 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.
7. All prices should be quoted in Indian Rupees (INR) only.

8. Price and details of consumables will not be considered as part of TCO.
9. The TCO (Total Cost of Ownership) will be exclusive of GST. However, the GST and other applicable taxes will be paid as per actuals at the time of resultant billing. Bank will not communicate with OEM / OSD for any queries.
10. The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order.

Authorized Signatory :

Name:

Designation:

Bidder's Corporate Name:

UCO BANK

ANNEXURE-14

Bill of Material

SUB: RFP for Selection of partner for Digital On-boarding of Customers & 360-degree view of Customer profile.

(Amount in Rs.)

SI No	Items	Offered Specification	Unit Cost (Exclusive of GST) (A)	Multiplication Factor* (B)	Total Cost (C = A X B)	GST in (%) (D)
1	Hardware* (with 3 years comprehensive warranty)					
1.1	Server					
1.2	Storage					
1.3	Any other additional hardware along with all drivers and licenses, if any (PI specify details in BOM)					
1.4	Total (1.1+1.2+1.3)					
2	Software (Licenses with 3 year comprehensive warranty)					
2.1	System Software (including OS/ License etc.) PI specify in BOM					
2.2	Data Base					
2.3	Application Software					
2.4	Middleware (if any)					
2.5	Any Other (Please mention in detail in BOM)					
2.6	Total (2.1+2.2+2.3+2.4+2.5)					
3	Facility Management Resource Charges					
3.1	Facility Management resource Charges for 1 st year (minimum 2 engineers)					
3.2	Facility Management resource Charges for 2 nd year (minimum 2 engineers)					
3.3	Facility Management resource Charges for 3 rd year (minimum 2 engineers)					
3.4	Total FM resource charges for 3 years (3.1+3.2+3.3)					
4	One Time Implementation & Training Cost					
5	Any other (Please provide details)					
6	Grand Total for supply of hardware, software and FM resources for the period of contract i.e. 3 Years excluding GST (Total Cost of Ownership, i.e. TCO) (In figure) (1.4 + 2.6 + 3.4+4+5)					

Total Cost of Ownership (in Words) excluding GST

- * Hardware should be quoted for implementation at both DC and DR. Multiplication factor to be specified by bidders depending on the quantity.
- * For Software, Multiplication factor to be specified by bidders depending on the number of licenses to be supplied for proper functioning of their solution.

- i. We hereby confirm that quotes mentioned in this commercial bid is strictly as per the format in RFP.
- ii. We also confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same as mentioned in the commercial evaluation process clause no. 2.3 and it will be binding upon our company.
- iii. 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.
- iv. We have not added or modified any clauses / statements / recordings / declarations in the commercial offer, which is conditional and / or qualified or subjected to suggestions, which contain any deviation in terms & conditions or any specification.
- v. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- vi. We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated XX.07.2022 and subsequent pre-bid and amendments.

Company Seal**Date****Name & Designation:****Authorized Signatory****Note:**

1. Hardware will come with 3 Year warranty, which will take care of the full maintenance, management during the 3 year term.
2. Cost of item No. C for 4th & 5th Years will be negotiated. However, the cost should not be more than 15% of the original cost.
3. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
4. In case of discrepancy between figures and words, the amount in words shall prevail.
5. Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.
6. 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.
7. All prices should be quoted in Indian Rupees (INR) only.
8. Price and details of consumables will not be considered as part of TCO.

9. The TCO (Total Cost of Ownership) will be exclusive of GST. However, the GST and other applicable taxes will be paid as per actuals at the time of resultant billing. Bank will not communicate with OEM / OSD for any queries.
10. The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order.

Authorized Signatory :

Name:

Designation:

Bidder's Corporate Name:

UCO BANK

ANNEXURE – 15

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 Mahara jSarani , Kolkata-700001 acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to provide services related to (Set up, Manage and Operate Merchant Acquiring Business through POS on Revenue Sharing Model.) 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 Bidder /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 bidders) and Base Rate of SBI (State Bank of India) plus 2% (for Indian bidders). 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. Price Fall Clause

The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU or Public Sector Bank and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

11. Independent External Monitor(s)

- 11.1 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).
- 11.2 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.
- 11.3 The Bidder(s) / Seller(s) if they deem it necessary, may furnish any information as relevant to their bid to the Independent External Monitors.
- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 The word "Monitor" would include both singular and plural.

12. Law and Place of Jurisdiction

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

13. 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.

14. Integrity Pact Duration.

- 14.1 This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- 14.2 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.
- 14.3 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.

15. Other Provisions

- 15.1 Changes and supplements need to be made in writing. Side agreements have not been made.
- 15.2 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.
- 15.3 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.
- 15.4 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:
Witness :

Place:
Date:
Witness :

(Name & Address)

(Name & Address)

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

To,

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

Sir,

SUB: RFP for Selection of partner for Digital On-boarding of Customers & 360-degree view of Customer profile.

Ref: UCO/DIT/ 1512 /2022-23 dated 13/09/2022

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 bidder 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:

ANNEXURE – 17

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

To,

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

Dear Sir,

SUB: RFP for Selection of partner for Digital On-boarding of Customers & 360-degree view of Customer profile.

Ref: UCO/DIT/ 1512 /2022-23 dated 13/09/2022

We (Name of the developer) who are established and reputable developer/solution provider of having factories/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**dated:** and the contract for the Solution/Software and services offered for supply against this RFP by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP, 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

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

To,

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

Dear Sir,

SUB: RFP for Selection of partner for Digital On-boarding of Customers & 360-degree view of Customer profile.

Ref: UCO/DIT/ 1512 /2022-23 dated 13/09/2022

We (Name of the Manufacturer) who are established and reputable manufacturers of having factories at,, and do hereby authorize M/s (Name and address of Bidder) who is the bidder submitting its bid pursuant to the Request for Proposal issued by UCO Bank on behalf, to submit a Bid and negotiate and conclude a contract with you for supply of equipments manufactured 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 AMC as per terms and conditions of the RFP Noand the contract for the equipment and services offered for supply against this RFP No..... By the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No..... In respect of such equipments and services. We undertake to provide back-to-back support for spare and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as ATS period if the above bidder authorized by us fails to perform in terms of the RFP.

Yours Faithfully

Authorised Signatory

Name:

Designation:

Phone No.

Fax

E_mail

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

To,

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

Dear Sir,

SUB: RFP for Selection of partner for Digital On-boarding of Customers & 360-degree view of Customer profile.

Ref: UCO/DIT/ 1512 /2022-23 dated 13/09/2022

- 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,

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

Dear Sir,

SUB: RFP for Selection of partner for Digital On-boarding of Customers & 360-degree view of Customer profile.**Ref: UCO/DIT/ 1512 /2022-23 dated 13/09/2022****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 _____, 2022.

Place:

For M/s.**[Seal and Signature(s) of the Authorised Signatory (s)]**

(TO BE PROVIDED ON Rs.100/- STAMP PAPER)**Self-Certificate for Local Content**

Date: __/__/____

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

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

OR

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

- 7) That I submit as under:

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

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

Sl. No.	Product Details	Name of Place

For & on behalf of
Signature of the Authorised Signatory of the Bidders (insert name, designation & contact number)

Official Seal of the Bidders

Date:

*** Strike out whichever is not applicable**

Restriction on Procurement due to National Security

This Certificate should be submitted on the letterhead of the Bidders duly signed by an authorized signatory

To,

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

Dear Sir,

SUB: RFP for Selection of partner for Digital On-boarding of Customers & 360-degree view of Customer profile.

Ref: UCO/DIT/ 1512 /2022-23 dated 13/09/2022

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

Yours Faithfully,

Authorized Signatory,

Name:

Designation:

Vendors Corporate Name:

Address:

Email:

Contact No.

Instructions to be noted while preparing/submitting Part A-
Conformity to

Eligibility Criteria

The Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory.

1. Index of all the document submitted with page numbers.
2. Cost of Tender document by way of NEFT / DD payable at Kolkata.
3. Earnest Money Deposit(EMD)/Bank Guarantee in lieu of EMD as per APPENDIX-E.
4. Power of Attorney / Authorisation letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the tender documents.
5. Documentary proof in support of the Eligibility Criteria as per Annexure-2.
6. Bidder's Covering letter as per Annexure-3
7. Profile of the Company / Firm as per Annexure-5
8. Non-Disclosure agreement as per Annexure-6
9. Write up on the Work Experience / Expertise in Digital On-boarding of Customers & 360-degree view of Customer profile.
10. Track record of Digital On-boarding of Customers & 360-degree view of Customer profile across the Country covering Name and addresses of major clients and email ids, telephone numbers (landline and mobile no), fax numbers of their contact executives etc.

APPENDIX-B

Instructions to be noted while preparing/submitting **Part B-Technical Proposal**

The Technical Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory. Technical Offer for this RFP shall be made as under:

1. Index of all the document submitted with page numbers.
2. Technical bid covering letter as per Annexure-7
3. Track Record as per Annexure-8
4. Technical Evaluation sheet as per Annexure-9
5. Compliance to Functionalities as per Annexure-10
6. Compliance Table: This table must cover bidder's response to all the Technical Specification, terms and conditions and Scope of Work specified in the offer document (Terms and Conditions) as per annexure-10.
7. Undertaking letter as per Annexure-11
8. Escalation Matrix as per Annexure-12
9. Masked price bid of Commercial Bid as per Annexure-13
10. Ownership letter by the bidder. (Undertaking letter by the bidder taking the ownership of the project execution in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.)
11. Undertaking letter by the bidder for providing technical Advisory, service Support and guidance during contract period.
12. The bidder should submit an undertaking letter that they will provide necessary software with latest version and any third party licenses with latest version required for the implementation of the Solution. The charges for the above should be factored in Commercial Bid, otherwise the Bid is liable for rejection. Changes in the Commercial Bid by the bidder will also be liable for rejection.
13. Technical Documentation (Product Brochures, leaflets, manuals, drawings).
14. A detailed list of the other Infrastructure required and any other precautions to be undertaken should be given in detail along with the Technical Proposal.

APPENDIX-C

Instruction to be noted while preparing/submitting Part C

Commercial Bid

The commercial Bid should be made in an organized, structured, and neat manner. Brochures/Leaflets etc., should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory.

The suggested format for submission of commercial Offer for this RFP is as follows:

1. Commercial Bids as per Annexure-14

The technical specification of the proposed make and model to be enclosed with this.

Date

Signature with Seal :

Name :

Designation :

APPENDIX-D

Proforma of Bank Guarantee for Contract Performance

(To be submitted on Non-Judicial stamp paper of appropriate value
Purchased in the name of the issuing Bank)

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

WHEREAS (Name and address of M/s XXXX Ltd(hereinafter referred to as" the CONTRACTOR")) has undertaken to supply, transportation, transit insurance, local delivery, storage and installation, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training or demo of your personnel related to Selection of bidder to Set up, Manage and Operate Merchant Acquiring Business through POS on Revenue Sharing Model as per their Contract dated _____ with you (hereinafter referred to as "the CONTRACT")

AND WHEREAS in terms of the Conditions as stipulated in the Contract, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Bank in India, in your favour, as per Clause of the CONTRACT, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as "the PERFORMANCE GUARANTEE")

AND WHEREAS the CONTRACTOR has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE,

AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at, and local office at

_____, India have agreed to issue the PERFORMANCE GUARANTEE,

THEREFORE, WE (Name of the issuing Bank) through our local office at India furnish you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you

indemnified from time to time to the extent of Rs__(Rupees__) an amount equivalent to 10% of the Contract Price against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs(Rupees_____) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract and after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of _____without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our

liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part or any indulgence by you to the CONTRACTOR or by any variation or modification of the Contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs(Rupees__) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the CONTRACTOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the CONTRACTOR.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the CONTRACTOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee.

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post it shall be deemed to have been given when the same has been posted.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un- cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the CONTRACTOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be

enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the CONTRACTOR.

Notwithstanding anything contained herein

1. Our liability under this guarantee shall not exceed Rs. _____ (Rupees__only)
2. This guarantee shall be valid upto _____ and ;
3. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Kolkata on or before _____ (mention period of the guarantee as found under clause ii. above plus claim period).

We have the power to issue Performance Guarantee in your favour by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney to him by the Bank.

Dated this _____ day of _____ 2022. For and on behalf of _____ Bank

Authorised Official

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.

APPENDIX-E

Bank Guarantee Format for Earnest Money Deposit

To

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

Where As _____ (Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated ____ (Date) for the execution of _____ (Name of Contract) (hereinafter called "the Tender") in favour of _____ hereinafter called the "Beneficiary";

Know all men by these presents that we, _____ (name of the issuing Bank), a body corporate constituted under the _____ having its Head Office at _____ amongst others a branch/office at _____ (hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs _____ (Rupees _____ only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents;

The conditions of this obligation are:

1. If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
2. If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity;
3. fails or refuses to execute the Agreement, if required; or
4. fails or refuses to furnish the performance security, in accordance with terms and of conditions of RFP/Contract.
5. We undertake to pay to the Beneficiary up to the above amount upon receipt of his first written demand without the Beneficiary having to substantiate his demand, provided that in his demand the Beneficiary will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
6. Notwithstanding anything contained herein Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only).
7. This Bank Guarantee is valid up to _____ and
8. 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 _____

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

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).

PART I - Technical and Functional Requirements

Date:

To,

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

Dear Sir,

Sub: Request for Proposal for implementation of Digital customer onboarding solution with 360 degree customer profiling

Referring to your above RFP, we submit the compliance details of the specifications given below:

The features required are classified/ listed against each of the features, the maximum mark has been provided. The response to the product feature will be evaluated as per the matrix detailed in the RFP document.

(i) – TECHNICAL SPECIFICATIONS:

The detailed functional requirement with marking scheme for each of the feature is as follows:

SNo.	Particulars	Mandatory (M) / Desirable (D)*	Bidder's Compliance mention "YES" or "NO"	Mention deviation if any
1	The platform shall provide an Omnichannel experience to customers / users with excellent User Interface (UI) and User Experience (UX).	M		

2	The platform should trigger automated alerts & notifications to customers and relevant Bank users in case of drop off or in case of exceptions.	D		
3	The platform should have ability to leverage bank's data to personalize the experience for consumers in real time / near Real-time.	M		
4	The platform should provide building various User Interface (UI) having Low Code builder capabilities.	M		
5	The Platform shall provide multilingual to support 15 regional languages. Bank will provide the labels for these languages.	D		
6	The platform should support Design experience that can be used, understood and accessed by people with diverse range of visual, auditory, physical disabilities.	M		
7	The platform should use web-based technology with multi-tier (minimum 3tier) architecture using cloud-native architecture including web & touch enabled user interface.	M		
8	The platform should have capability to interface with various internal / external systems on web services messaging formats like REST API / SOAP based with data formats JSON, XML, ISO 8583 etc.	M		

9	The platform should have ability to change a feature/ journey for enhancing customer experience through loosely coupled architecture. The system architecture to be modular with separate modules to run independently.	M		
10	The platform should be able to support open source, server-side languages and client-side scripting/ programming languages like Java scripts, ActiveX, etc.	M		
11	The platform should be able to Extract, Transform and Load data from the source systems. The proposed platform should be Big Data ready.	D		
12	The platform should be capable to provide both downloadable mobile applications and browser-based mobile solutions, mobile App with lighter version for slow network speed. Web Portal with responsive UI and compatible with various browsers & screen sizes, resolutions and devices. Assisted mode through Branch Portal (accessible through tablet devices and Branch Intranet) and services accessible through automated self-service kiosks.	M		
13	The platform should support Over-the Air (OTA) update of the mobile application directly to the Mobile devices.	M		

14	The platform should support integration with Bank's CBS System, UIDAI, NSDL, CIBIL, other Govt. portals.	M		
15	The platform should support either in-built AML capabilities or integration with Bank's AML Solution	M		
16	The platform should allow customer / branch / Bank users to resume the journey from the point of drop-off across all channels. The customer should be able to complete any journey / use cases in minimum number of clicks as per EASE guidelines/ industry standards.	M		
17	Platform should provide well defined and well documented Open APIs which can be exposed to 3 rd Party Fintechs.	M		

18	The platform should support development / enhancements through Low Code / No Code functionality wherever possible for quick delivery of browser based / mobile applications.	M		
19	The platform should offer single stop solution for new customer onboarding, sales of banking products (assets & liabilities) through STP (or) near STP driven by Bank's operating model(s), for different segment of customers.	M		
20	The platform should provide facility for seamless integration and on-boarding of third party financial products (Financial Marketplace) and non-financial lifestyle products & services (Lifestyle Marketplace). The bank will provide APIs	M		

	through tie-up with third party aggregators / bank's partners.			
21	The Platform should support various second factor authentication mechanisms like OTP, Biometric, IRIS Scan, Face ID, PKI etc.	M		
22	The Platform should provide configurable on-demand, real time reports, reconciliation data files, dashboards, etc. as per the needs and specifications of the Bank.	M		
23	The Platform must provide robust integration layer for integrating into a Bank's existing analytics packages, proposed CRM systems or any other internal systems for easy data exchange for analytics use-cases.	M		
24	The Platform should be capable of vertical and horizontal scaling with high availability to cater to growing dynamic user base & transactions.	M		
25	The platform should use Micro services based architecture that enables decoupling with flexibility in deploying new feature/ capabilities.	M		
26	The platform should support runtime Containerization for horizontal & on demand scalability with immediate response time based on request-volume or resource utilization of CPU/ Memory/ Storage; or	M		

	ability to increase concurrent instanced based on utilization threshold limit.			
27	The platform should provide logging and monitoring capabilities and provide feed to SIEM or any other monitoring / security solution in the Bank.	M		
28	The platform should integrate with the Bank's existing Ticketing tool and Application Performance Monitoring Tool.	M		
29	The Platform should have the capability of logging successful and unsuccessful authentication attempts/ events.	M		
30	The platform to have strong authorization controls. Platform to have controls for prevention against unauthorized data access and distribution.	M		
31	The platform should support necessary security and control features within the application as per OWASP, PCIDSS/ PADSS standards.	M		
32	The platform should possess capability to obfuscate the application / code prior to release.	D		
33	The platform should provide High Availability with a minimum uptime time of 99.95% with response time of 2 seconds supporting expected TPS stipulated by the bank.	M		
34	The platform should support Bank's requirements of 120 minutes Recovery Time Objective (RTO) and Zero Recovery Point Objective (RPO).	D		

35	The platform should ensure Data Integrity using internationally accepted hashing algorithms such as MD5/ SHA-2 or higher etc. and support standard algorithms like AES.	M		
36	The applications build using the platform should handle web application security threats like Crosssite scripting, SQL injection flaws, Malicious file execution, Information leakage, Improper error handling, Broken authentication and session management, Insecure Cryptographic storage, Failure to restrict URL access etc.	M		
37	The platform solution should cater for a separate API layer which is de-linked from the UI layer having API first approach with inherent support for OAuth 2.0.	M		
38	The platform must support load balancing across multiple servers/ clusters for transparent failover, complete disaster recovery and optimal service delivery, Single application failure etc.	M		
39	The platform should possess analytics capability and the framework should have reporting components like graphs, charts etc.	M		
40	The platform should provide cross platform support and integration via API / Web Services or via SDK with other Apps.	M		

*** Desirable (D)** – In case these functionalities are not available currently as part of the platform supplied, these functionalities are expected to be delivered by the bidder during the contract period, when required by the Bank, without any additional cost to the Bank.

All the above technical specifications carry equal marks of 1 each. The maximum marks allotted under this category is **40 marks (1 marks for each point) and minimum 70% marks (28 marks)** will be required as eligibility under Technical Specifications Criteria. In spite of scoring 70% or above in the technical specifications, if the mandatory requirements in the above table for technical specifications is not complied, the bidder shall be deemed as technically disqualified.

(ii) FUNCTIONAL SPECIFICATIONS:

The detailed functional requirement with marking scheme for each of the feature is as follows:

SNo.	Particulars	Bidder's Compliance mention "A" or "C" below	Bidder's Remark (if any)
General Banking Operations			
1	Customer Onboarding- CASA/Deposit Account opening (Both Retail & Corproate)		
2	Change / Select Language		
3	Customer Accounts 360 degree view- A comprehensive dashboard which provides full insight on relationship with UCO BANK		
4	<p>Customer Account Summary - View details of Customer's Account summary including Savings A/C, Loan A/C, Term Deposit, OD/OCC A/C – View Account Number, Type, Credit Balance, Debit Balance, Book Balance On click of Account number: Display Account Type, Account Number, Account name, Primary CIF, Branch code, Branch Name, Current Balance, Un-cleared Amount, Amount on Hold, Total Available Balance, Interest credited till Date.</p>		
5	Balance Summary- Consolidated Summary of Accounts (CASA / Deposit A/cs and Loan A/cs)		
6	Dashboard with insights – Personal Finance Management (PFM) & personalization		

7	View Deposit Interest rate		
8	Master Update - PAN, e-Mail, Nominations, Mobile Number		
9	Address update (Permanent/Correspondence)		
10	Update KYC (e-KYC / Video-KYC)		
11	Digital Life Certificate, View Pension Slip		
12	Online Income Tax return filing		
13	Generate CIBIL Score		
14	Personalised offers/proposals/in-principle approval of loans to Customer		
15	Supports E-KYC		
16	Supports Instant & Scheduled V-KYC		
17	Supports C-KYC		
18	Cross /Up selling to customers		
19	Lead Generation		
20	Supports – both Retail & Corporate Account opening		
21	Supports Account opening for all Individual/Joint/Proprietorship/Partnership/Pvt.		

Profile Management / Settings

1	View Profile, update Profile photo		
2	Change Login Password		
3	Change Transaction Password		
4	Change User ID (only one time)		
5	Aadhaar Seeding / De-seeding		
6	Master Updation – PAN, Mobile Number, e-Mail ID		
7	Transaction Lock / Unlock		
8	Forgot Transaction Password		
9	Set / Reset Secret Question		
10	Login History		

Help, Grievances & Customer Feedback

1	In-app screen help / Help Videos		
2	Contextual help		

3	Help / FAQs		
4	WhatsApp Banking, Chatbot		
5	WhatsApp notifications		
6	View reported issues		
7	Integration In-app rating and feedback		
8	Show RM details, Connect with Contact Center / Call Center		
9	View sitemap		

The total marks assigned under this category is **40 marks (1 marks for each point)**, with **minimum 80% marks (32 marks)** as eligibility under Functional Specifications Criteria.

List of deviations from the required specifications:

1)

2)

(If left blank, it is treated that there are no deviations in the compliance of specifications)

We comply with all requirements, specifications, terms and conditions mentioned in the Bid Document except for the deviations mentioned above.

We agree for the time frame for completion of activities as per your above bid.

We agree to the terms of payment mentioned in your bid.

We submit that we shall abide by your terms and conditions governing the quotation.

We submit that the details given above are true to the best of our knowledge.

For

Office Seal

Place:

Date:

(Authorised Signatory)

Name:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID: