

**Request for Proposal (RFP)**  
**For**  
**Implementation of Centralized Software for Official**  
**Language(Hindi-Rajbhasha) { Re-tendering}**



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

**RFP Ref. No: DIT/BPR&BTD/OA/3059/2020-21 Date: 22/01/2021**

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

This document is prepared by UCO Bank for Implementation of Centralized Software for Official Language(Hindi-Rajbhasha) { Re-tendering}. It should not be reused or copied or used either partially or fully in any form.

## Disclaimer

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



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### Control Sheet

<b>Tender Reference</b>	<b>DIT/BPR&amp;BTD/OA/3059/2020-21 dated: 22/01/2021</b>
<b>Cost of Tender documents</b>	<b>Rs.15,000/- (Rupees Fifteen Thousand Only)</b>
<b>Date of issue of RFP</b>	<b>22/01/2021</b>
<b>Earnest Money Deposit (EMD)</b>	<b>Rs.5,00,000/- (Rupees Five Lacs only) (in the form of Bank Guarantee)</b>
<b>Date of commencement of sale of tender document</b>	<b>22/01/2021</b>
<b>Last date for submitting queries for the Pre-bid Meeting</b>	<b>28/01/2021</b>
<b>Pre-Bid meeting through on line mode</b>	<b>29/01/2021 at 12:30 PM,</b>
<b>Last Date and Time for receipts of tender bids</b>	<b>22/02/2021 at 4:00 PM</b>
<b>Opening of technical bids</b>	<b>22/02/2021 at 4:30 PM</b>
<b>Opening of Commercial/Price Bid</b>	<b>Will be advised subsequently to technically qualified bidders.</b>
<b>Address of Communication</b>	<b>UCO Bank, Head Office-2 Department of Information Technology(DIT) 5<sup>th</sup> Floor, 3 &amp; 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064</b>
<b>Email address</b>	<b>hodit.calcutta@ucobank.co.in</b>
<b>Contact Telephone/Fax Numbers</b>	<b>Tel : 033-4455 9774/9733</b>
<b>Bids to be submitted</b>	<b>Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5<sup>th</sup> Floor, 3 &amp; 4, DD Block, Sector -1, Salt Lake, Kolkata-700 064.</b>

**Note:** Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at 4:30 p.m. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid. 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.



## **Part – I**

### **1. Introduction**

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, and its Department of Information Technology at 3 & 4, DD Block, Sector-1, Salt Lake, Kolkata - 700064, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 3100 branches, Two overseas Branches one each at Singapore & Hong Kong Centre and more than 2100+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle as a Core Banking Solution. Bank is having tie up with Visa & NPCI and distributes VISA and RuPay enabled debit cards to the customers. Bank has also installed machines for cash deposit, cheque deposit and passbook printing. Existing Cash Deposit kiosks, Cheque Deposit Machines and Self-Service Passbook Printing Kiosks are directly integrated with Bank's Core Banking System.

### **2. Objectives**

Bank is currently using Linguify Software. Bank has upgraded version of Script Magic Software to perform screen translation of Finacle web menus in Hindi and Passbook/Pass-sheet/Statement printing in Hindi. Banks has installed at standalone individual System in the Bank Branches hence centralised monitoring and data dictionary update is not possible. To eliminate this limitation and enhance the scope of work & ensure compliance to statutory guidelines issued RBI/Regulatory Authorities, Bank desires to implement Centralised Software for Official Language (Hindi Rajbhasha).

Against the above backdrop UCO BANK invites Request for Proposal (RFP) from the prospective bidders having proven past experience and competence in the field of Implementation of Centralised Software for Official Language (Hindi Rajbhasha)

### **3. Eligibility Criteria**

The eligibility criteria to participate in bidding process are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. Document in support of all eligibility criteria are required to be submitted in Eligibility Bid. Offers received from the bidders who do not fulfil any of the following eligibility criteria are liable to be rejected.

Sl. No.	Eligibility Criteria	(Proof of documents required / must be submitted)
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956 or 2013 and amendments thereafter, if any for the last 3 years as on RFP issuance date. Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt of India.	<ol style="list-style-type: none"> <li>1. Certificate of Incorporation issued by Registrar of Companies along with</li> <li>2. Copies of Memorandum of Association</li> <li>3. Copies of Articles of Association</li> <li>4. Shareholding pattern</li> <li>5. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.</li> </ol>
2	Bidder should have a minimum annual turnover of Rs.1Crore in each of the last three financial years i.e. 2017-18, 2018-19 & 2019-20.	Copy of the audited balance sheet of the last three financial year's i.e. 2017-18, 2018-19 & 2019-20.should be submitted.
3	Bidder should have positive net worth during the past 3 financial years i.e. 2017-18, 2018-19 & 2019-20.	
4	Bidder/OSD should have the experience of implementation of Centralised Software for Official Language (Hindi Rajbhasha) compatible with Finacle 10.x in a Scheduled Commercial Banks / RBI / Central / State Govt. Department / PSUs in India in last three years as of RFP issuance date.	Relevant copies of Purchase Orders/SLA and Credential Letters on organization letterhead from the authorized personnel from client organization confirming that the deliveries of the services are in accordance with contracted terms and Purchase order. Certificate of existing status on client organization letterhead.
5	Bidder should be either Original Solution Developer (OSD) of proposed solution or its authorised channel Partner.	An authorization letter from OSD to this effect should be furnished as per Annexure-III. This letter should specify that in case authorized representative is not able to perform obligations as per contract during contract period, the Original Solution Developer would provide the same.

6	Bidder should not have been black-listed by any Bank / institution in India as on RFP Submission date. An undertaking to this effect must be submitted in their letter head.	Self-declaration to this effect on the company's letter head should be submitted as per format given as Annexure-L.
7	The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Self-declaration to this effect on the company's letterhead should be submitted.
<p><b>Note:</b> - In this tender process, either authorized representative / distributor in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product.</p>		

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the Eligibility Criteria will entail rejection of the offer summarily. **Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made.**

UCO BANK reserves the right to verify /evaluate the claims made by the vendor independently. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

## **Part –II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS**

### **1. Invitation for Bids**

UCO Bank invites sealed tenders comprising of Eligibility Bid, Technical bid and Commercial bid from experienced prospective bidders having proven capabilities and experience of having implemented/ under Implementation of an Advanced Analytics solution in India. The prospective bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not be acceptable to UCO Bank. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

### **2. Due Diligence**

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

### **3. Tender document and Fee**

The tender document may be downloaded from the Bank's official website [www.ucobank.com](http://www.ucobank.com). The bidder downloading the tender document from the website is required to submit a non-refundable fee of **Rs. 15,000/- (Rupees Fifteen Thousand Only)** in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata, or NEFT at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

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

**The Bank details are as below:**

<b>Bank details for Tender Fee</b>
Account Number-18700210000755
Account Name- M/s H O DIT
Branch- DD Block, Salt Lake branch
IFSC- UCBA0001870
MICR-700028138

#### **4. Earnest Money Deposit**

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

<b>Particulars of Job to be undertaken</b>	<b>EMD</b>
<b>Implementation of Centralized Software for Official Language(Hindi-Rajbhasha) { Re-tendering}</b>	<b>Rs. 5,00,000/- (Rupees Five Lakh Only)</b>

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

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

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

#### **5. Rejection of the Bid**

The Bid is liable to be rejected if:

- a. The document doesn't bear signature of authorized person on each page signed and duly stamp.

- b. It is received through E-mail.
- c. It is received after expiry of the due date and time stipulated for bid submission.
- d. Incomplete Bids, including non-submission or non-furnishing of requisite documents /Conditional Bids/ deviation of terms & conditions or scope of work/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- e. Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.
- f. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- g. 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).
- h. Non-submission of Pre-Contract Integrity Pact as per format given in Annexure – XI.

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

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

## **7. Modification and Withdrawal of Bids**

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

## **8. Information provided**

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

## **9. Clarification of offer**

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

## **10. Late Bids**

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

## **11. Issue of Corrigendum**

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

## **12. For Respondent only**

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

## **13. Disclaimer**

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

## **14. MSME 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.

## **15. Costs borne by Respondents**

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

## **16. No Legal Relationship**

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

## **17. Cancellation of Tender Process**

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



trademark etc. by the vendor in respect of the products supplied / services offered.

## **18. Corrupt and Fraudulent Practices**

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

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

**AND**

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

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

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

## **19. Non-Transferrable Offer**

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

## **20. Period of Bid Validity**

Bids shall remain valid for **180 (One Hundred and Eighty)** days after the date of bid opening prescribed by UCO BANK. UCO BANK holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder

acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

## **21. 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.

## **22. Errors and Omissions**

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

## **23. Acceptance of Terms**

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



## **24. 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.

## **25. 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.

## **26. 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.

## **27. 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.

## **28. 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.

## **29. 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.

## **30. Submission of Offer – Three Bid System**

Separate Eligibility, Technical and Commercial Bids along with soft copies duly sealed and super-scribed as - RFP for Implementation of Centralized Software for Official Language(Hindi-Rajbhasha) { Re-tendering}, (Eligibility Bid), RFP for Implementation of Centralized Software for Official Language(Hindi-Rajbhasha) {Re-tendering}, (Technical Bid) and -- RFP for Implementation of Centralized Software for Official Language(Hindi-Rajbhasha) { Re-tendering} (Commercial Bid) respectively should be put in a single sealed outer cover duly sealed and super-scribed as- **“RFP for Implementation of Centralized Software for Official Language(Hindi-Rajbhasha) { Re-**

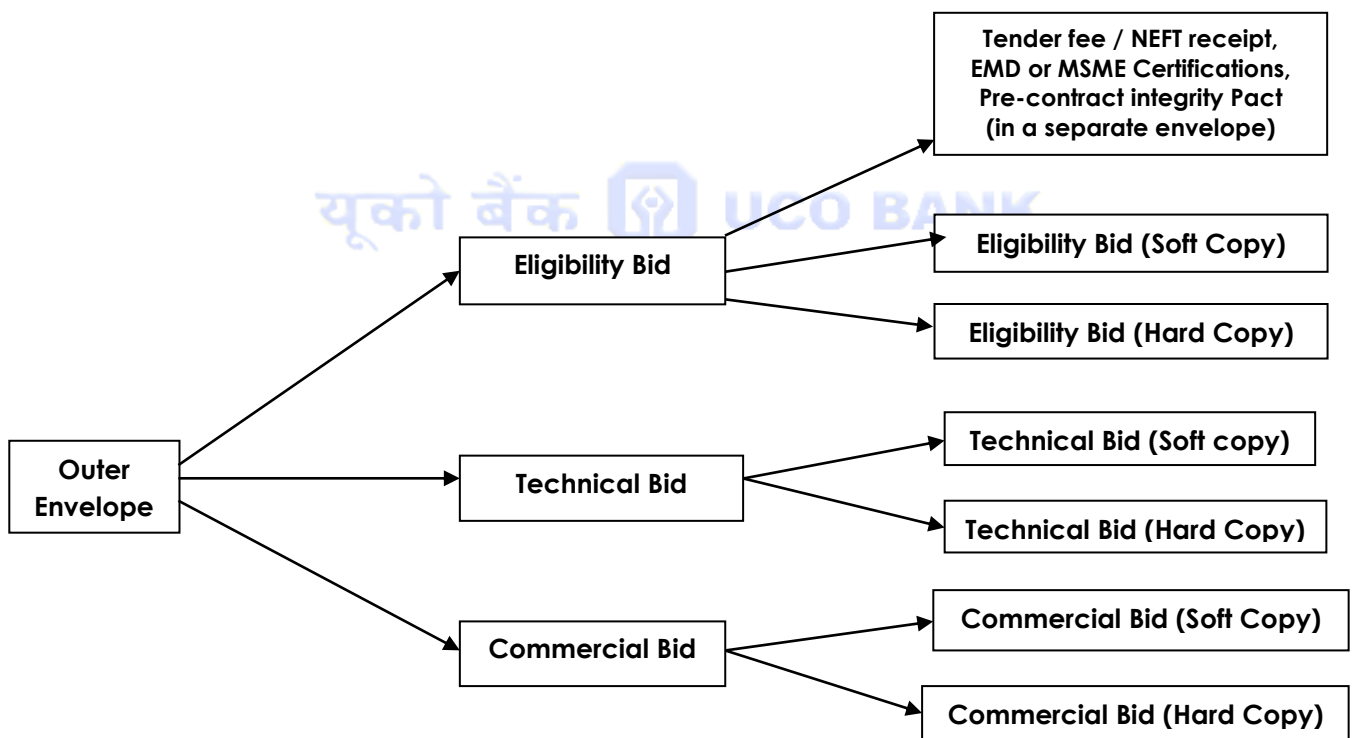
**tendering}** “ as per the below mentioned diagram and as per bid details given in the RFP.

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

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

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

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



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

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

**Note:**

- a. The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with Eligibility Bid.
- b. One Separate envelope containing Tender Fee, EMD and Pre-Contract Integrity Pact should invariably be placed in Eligibility Bid envelope.
- c. If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
- d. Bidders to submit a **masked commercial Bid** i.e. by hiding price commercial bid as per **Annexure – VII** 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 India 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

### **31. Other Terms and Conditions**

- a. Cost of preparation and submission of bid document:** The bidder shall bear all costs for the preparation and submission of the bid. UCO Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- b. Response of the Bid:** The Bidder should comply all the terms and conditions of RFP.
- c.** The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
- d.** The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.
- e.** The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.
- f.** The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.
- g.** UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. UCO Bank has the right to re-issue tender/bid. UCO Bank reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. UCO Bank will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations once their offer/bid is rejected. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder.
- h.** The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- i.** The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders.

- j. Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

### **32. Adoption of Integrity Pact**

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

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

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

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

**a) Shri S R Raman**

1A-121, Kalpataru Gardens  
Near East-West Flyover



Kandivali East, Mumbai - 400101

E-mail:- [raman1952@gmail.com](mailto:raman1952@gmail.com)

**b) Ms Vijayalakshmi R Iyer**

Flat No. – 1402, Barberry Towers,

Nahar Amrit Shakti,

Chandivali, Powai, Mumbai – 400072

E-mail:- [vriyer1955@gmail.com](mailto:vriyer1955@gmail.com)

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





## **Part –III: BID OPENING AND EVALUATION CRITERIA**

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

The Stages are:

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

### **1. Eligibility Evaluation:**

The Eligibility would be evaluated first for the participating bidders. The bidders, who would qualify all Eligibility Criteria as mentioned in **Part-1, Clause 3**, will be shortlisted for the Technical bid evaluation.

### **2. Technical Evaluation:**

- a. 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.

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

- The requirements are given in Annexure – VI.
- 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.

### **3. Commercial Evaluation**

The format for quoting commercial bid set out in **Annexure – VIII**. 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.

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

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

any price information (with Prices masked). Technical Proposal without masked Bill of Materials will be liable for rejection. Any deviations from the Bill of material/ non submission of prices as per the format shall make the bid liable for rejection.

- b. The L1 Bidder will be selected on the basis of the amount quoted for proposed solution quoted by them as per Annexure-VIII.
- c. The optimized TCO (Total Cost of Ownership) identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work. Any further hardware, software, licenses required to meet the performance criteria of the Bank as stated in the RFP, during the tenure of the project, would be at the cost of the Bidder.
- d. 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.
- e. In case there is a variation in value between numbers and words; the value mentioned in words would be considered.
- f. The Bidder needs to provide Unit costs for components and services; unit rates with applicable taxes would be considered for the TCO purposes.
- g. 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. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

#### **4. Normalization of bids**

Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; Bank may at its discretion ask all the technically Shortlisted Bidders to resubmit the technical and commercial bids once again for scrutiny. The re-submissions can be requested by Bank in the following two manners:

- Incremental bid submissions in part of the requested clarifications by Bank
- Revised submissions of the entire bid in the whole

Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the Bidders will, by responding to this RFP, agree to

participate in the normalization process and extend their co-operation to Company during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.



## Part – IV

### Scope of Work

UCO Bank intends to procure a Centralised Solution for Official Language (no agent to be installed on the PC of the user) which will translate/convert the documents/reports downloaded through Core Banking Solution to the target language Hindi. The scope of the work would cover **RFP for Implementation of Centralised Software for Official Language (Hindi Rajbhasha)** {Re-tendering} for the offices/ Bank branches across the country for the contract period.

For the purpose of Centralised Solution/Equipment the location of the central sites is as below:

Site Name	City	State
Primary Data Centre	Bangalore	Karnataka
Disaster Recovery Data Centre	Kolkata	West Bengal

The scope of the work would cover following areas:

1. The proposed Centralized solution should support conversion from English Language to Hindi Language of all the customer facing CBS Application reports/ documents to be downloaded through Core Banking Solution i.e. Finacle Version 10.x, and FEBA (Multilingual).
2. The Proposed solution should convert screen and menu in Hindi language.
3. The proposed Centralised solution should not update/change any part of the application or its database integrated with CBS. In future, if any customization/ changes is required in the existing solution, the vendor has to do the same without incurring any additional cost to the Bank.
4. The proposed Centralised solution should be compatible with Bank's existing Core Banking Solution (CBS). All the responsibility of integration lies with the Successful Bidder.
5. No change or upgrade of the target application should be necessary for language conversion.
6. The functionality of existing CBS Applications & any other Applications integrated with same should be in no way altered.
7. The proposed Bilingual solution should have the facility that it can be activated (executed) as per individual user's choice to carry out Language translation.
8. The proposed software should be integrated with the Core Banking Application of CBS.

9. The solution should provide the facility of passbook printing for all the deposit account types such as SB current, Recurring Deposit, etc., which should provide the facility of printing in Hindi. The system should also facilitate the functionality for rectification of the Name, Address ,data etc. to be printed in Devnagri Script.
10. There would be a facility of printing **DD/FDR/Passbook/Account Statement/Cheque pay order** in Hindi.
11. The solution should facilitate the printing of Welcome letters/Recovery Letters or any other such letters being generated & sent to customers through the applications exposed towards the customer end in Hindi.
12. The solution should facilitate the functionality of default printing of passbooks in Hindi language based on the region list defined by RBI, Government of India.
13. The solution should have capability to provide Hindi language support for all future versions of Core Banking Solution.
14. Delivery of the software should include dictionary editor for editing and updating of phrase conversion dictionary used by the solution. The solution should support Devnagri Script for phrase conversion/data dictionary update.
15. Should provide choice of exclusion of specific data from conversion.
16. Should be capable of enabling users to toggle between languages.
17. Conversion from English to Hindi language on the fly.
18. The Solution proposed should be independent of Device Driver and should be Browser independent also.
19. The Solution proposed should support all versions of the Windows Operating Systems.
20. The solution should support translation of all words/phrases as per RBI Glossary released by RBI Periodically.

**TRANSLATION:**

1. The proposed Centralised Solution should include localization of the application screens, reports and all output documents.
2. The proposed Centralised solution should support various file types such as Text, PDF, HTML, JPEG and XML etc.
3. The proposed Bilingual solution should provide translation as below:
  - a. On-screen reports of the following formats: Text, HTML and PDF.
  - b. Reports Display and Printing: Reports from CBS Application exposed towards the customer ends including any customized reports. Reports should be completely converted into target language i.e. Hindi Language maintaining the format exactly as per English. This includes conversion of configuration & master data, and Customer data in Bilingual (using Phonetic

Transliteration). This should not have any impact on the existing English reports.

- c. The proposed Bilingual solution must provide support for printing bilingual text (English+ Hindi Language) by providing a reformatted version of the report. The software should allow independent selection of print language.
- d. The proposed Bilingual solution should be able to carry out conversion of on-line print as well as text, html and PDF file report formats. Printing should be supported on DMP, Laser and Ink-jet printers.
- e. Unicode: The proposed Bilingual solution should be able to support Unicode for Hindi Language.

## **OTHER REQUIREMENTS**

- a. Since the recommended solution is centralized, it should however support if required distributed solution (Logistics dependent) i.e. application installation kit for easy installation of the solution at the required location and the solution should have automatic uninstall support.
- b. The proposed Centralised Bilingual solution should be capable of generating bilingual reports from CBS Application exposed towards the customers end and its printing in Hindi and English Languages and user should be able to select the language in which they wish to download the report.
- c. Selected bidder is required to develop dictionaries (Hindi and English) required in order to achieve the scope of the RFP. If any update/ implementation/ integration is required with the CBS Existing Solution/ other solutions to successfully integrate, commission and implement the solution shall be provided by the bidder.
- d. The Data Dictionary updation should be centralised one and necessary tools for same need to be provided by the bidder.
- e. Selected bidder is required to submit relevant documents related to Software, its Implementation, Customization etc. during the entire contract period as in when required by Bank.
- f. Selected bidder to provide regular updates/upgrades/patches released by the OEM during the entire contract period and shall document and provide the documents to Bank detailing all the changes in the solution. If required, bidder is required to provide the training to Bank Officials of all the changes made in the solution at no additional cost to Bank during the contract period.
- g. Selected bidder will be solely responsible for integrating, implementing and commissioning the solution at Bank offices as required in order to successfully implement and commission the proposed solutions. Any interfaces required for

successful implementation/ operations of the solution should be developed by the bidder.

- h. The responsibility of integration of proposed solution with the Core Banking Solution and any other solution required lies with the bidder selected through this RFP. UCO Bank shall provide adequate support to bidder for the purpose of integration.
- i. UCO Bank will not take any responsibility of any assumptions made by the bidder. It is the responsibility of the bidder to ensure successful implementation of the proposed solution. The bidder is also responsible for the accuracy of the bid and Bank is not liable for any errors or assumptions made by the bidder.
- j. Selected bidder shall address all the errors/bugs/gaps in the functionality in the solution implemented and will also ensure compliance to IS Audit observations at no additional cost during the Warranty and Maintenance phase. The solution should not contain any malicious codes.
- k. Issue log for the errors and bugs identified in the solution and any change done in the solution shall be maintained by the bidder and should be periodically submitted to the Bank team.
- l. Selected bidder shall perform an in-depth analysis of the existing system and shall submit a detailed plan for the implementation of this project, including but not limited to the following:
  - Project Plan detailing each task with target date and assigned resource persons and installation of all supplied items and integration with existing infrastructure at Bank Offices.
  - Architecture Diagram

#### **MAINTENANCE OF SOLUTION:**

During Maintenance of solution, Selected bidder will be responsible for:

- a. Overall maintenance and working of the Solution.
- b. Bug fixing and delivery of patches/ version changes effected
- c. Creating knowledge repository for the bugs identified, resolution mechanism, version upgrade, future upgrade etc. of Tools, OS, RDBMS etc.
- d. Selected bidder shall create the knowledge repository and shall provide Bank Officials access to all the repository prepared for Bank.
- e. Provision should be available for version control and restoring the old versions if required by Bank.

- f. Enhancement, modifications, customization, patches, upgrades due to statutory, regulatory, industry, changes will be provided at no additional cost to Bank.
- g. Configuration changes, version up-gradations, performance monitoring, trouble shooting, patch installation, running of batch processes, database tuning, replacement / support, technical support for process, application and data maintenance, taking backup of the database as required, recovery, query generation and management etc. of all software supplied under this RFP document.
- h. All the detected errors must be notified and corrected, as per the agreed timelines.
- i. Selected bidder will provide performance monitoring reports and alerts to the Bank in case of any performance issues by suggesting future capacity planning.
- j. Selected bidder has to Maintain accurate documentation on the current location and status of software in the process of being repaired.
- k. Selected bidder has to provide services including requirement analysis, assisting Bank in system software platform acquisition, testing, verification, and installation. The Bidder agrees that services provided include implementation, installation & maintenance of the software.
- l. Selected bidder has to provide maintenance data, as reasonably requested by Bank, to support replacement / refresh scheduling.
- m. Selected bidder has to provide support and assistance, as required, to isolate complex network, operational and software problems related to the proposed solutions.
- n. Selected bidder has to Backup, remove, protect, and restore programs, data and removable storage media in a machine prior to presenting the machine for service.
- o. Selected bidder has to take corrective actions in order to resolve any security related issue including Malware attacks, Phishing attacks etc. occurring in Bank.
- p. Bank will not pay any additional charges in respect of any sort of Maintenance required during the tenure of the contract in order to meet the scope and SLA.

## **ARCHITECTURE**

1. The proposed Centralised Solution architecture should support centralized - without having to redesign any screens or and also Banks existing IT architecture. This means the installation of the proposed Solution should be available as a centralized solution.



2. The proposed Bilingual Solution should not require an upgrade of the current work station/Desktop hardware and should not affect the performance of the desktop.
3. The network requirement should be optimized for performance.
4. There should not be any additional requirement of procuring any other 3rd party solutions like fonts, utilities etc. for implementation of the proposed Centralised Bilingual Solution.
5. The Solution proposed should support all types of Desktop Environments.

#### **4.5 HARDWARE RECOMMENDATIONS**

The Bidder is required to provide the Hardware and Software (OS/Application) requirement/recommendations for the deployment of proposed Centralised Bilingual Solution for the primary setup, DR Setup and UAT setup, Backup devices etc. to meet the scope of work defined in this RFP Document. The hardware requirement recommended should be scalable enough to meet the Banks future requirement for upgrading versions of Finacle. However, the redeployment of the Centralised Solution should be provided by the Bidder for all such upgrade during contract period, without any extra cost to the Bank.

Presently, Bank is having 20,000+ users who are accessing the Bank Core Banking Solution to perform the day to day Banking activity. The Centralised Solution proposed should be capable enough to handle these users with the concurrency of 3000-5000 users. The hardware sizing recommendation must be done accordingly by the bidder with proper justification. In no way, the performance of the Servers should be adversely affected or the utilization of any server or any peripherals, exceeds the threshold limit as specified by the Bank.

The hardware recommendation shall include the following:

- a. Servers
- b. Operating System Licenses
- c. Database Licenses

Hardware Sizing should be scalable enough to meet the future requirement of the Bank and user count. The bidder shall provide the detailed technical architecture comprising of database and other application software in their technical bid.

The Bidder should setup the UAT environment for testing of the solution before implementation of the solution in the production environment. The UAT setup shall be used for the customization of any changes before movement in production. The setup would be kept available at all times during the contract period. The UAT setup will be at Kolkata.

#### **4.7 ANNUAL TECHNICAL SUPPORT**

1. Apart from maintenance support, the successful bidder shall provide the Annual Technical Support for the proposed solution including other software, associated modules and services required to meet the requirements in the RFP.
2. The bidder shall provide warranty & maintenance support services for a period of five years from the date of final implementation of the system and its certification from Bank.
3. Trouble shooting of Translation Software problems of all supplied applications and Recertification of the same.
4. Provide the latest updates, patches / fixes, version upgrades relevant for the software components.
5. Resolve any issues including bug fixing, improvements in presentation and/or functionality and others within a duration mentioned.
6. Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all required, software, tools etc. covered in the RFP.
7. The bidder shall follow the below mentioned technical standards:
  - Security Requirements;
  - Operating Procedures;
  - Recovery Procedures;
  - Perform an inventory of warranties and licenses in place as of the Start Date of the warranties
8. The Bidder shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures.
9. Bidder shall monitor warranties, ATS of the supplied software
10. In the event of failures at any stage, relevant protection available shall be specified which would include the following:
  - a. Diagnostic for identification
  - b. Protection of data entered
  - c. Recovery / restart facilities
  - d. Backup facilities
11. The ATS support for identified solution(s) should include the following:

- a. All minor and major version upgrades during the period of contract at no extra cost
  - b. Program updates, patches, fixes and critical security alerts as required
  - c. Documentation updates
  - d. 24\*7\*365 support for all the security application related malfunctions and ability to log requests online
  - e. The Bidder should have back to back agreement with the OEMs for ATS and AMC support.
12. There will be a User Acceptance Testing by BANK/BANK Designated Officials for the deployed Solutions wherever applicable.
  13. The BANK shall commence the User Acceptance Testing as and when products and services are made ready by the Bidder and a formal confirmation that the system is ready for UAT is submitted to BANK. The results thereafter will be jointly analysed by all concerned parties.
  14. UAT will cover acceptance testing of all the product/services, integration with all the tools new and existing and integration of security solutions with all targeted devices/systems and /or applications(new and existing).
  15. The Bidder is expected to make all necessary modifications to the Bilingual solution including customizations, interfaces, appliances, integration, software etc., if there are performance issues and errors identified by the BANK. These deviations/ discrepancies/ errors observed will have to be resolved by the bidder immediately.
  16. Bidder to share with BANK the following documents also:
    - a. System Setting & Parameters document for the proposed solution.
    - b. Design, Development and Technical document including the customization source code for any customization to be undertaken on the product proposed for BANK
  17. Complete acceptance has to adhere to the stipulated time lines.
  18. BANK will accept the solution on satisfactory completion of the above inspection.
  19. In case of discrepancy in facilities /services provided, the BANK reserves the right to cancel the entire /part of the contract.

#### **4.8 TECHICAL PRESENTATION & SITE VISIT**

Bank may ask the bidders to showcase the technical presentation / demonstration of the overall Proposed Solution being offered at Banks chosen premises for supplementing the bids. Bank will schedule presentations and the time & location will be communicated to the Bidders. Failure of a Bidder to complete a scheduled presentation to the Bank may result in rejection of the proposal. Please note that expenditure being incurred for the same will be borne by the bidders only and Bank will not reimburse the same. Further, Bank may also ask the bidders. Further, Bank may advise the bidders to arrange the site visit at locations/offices where they have implemented the solution in the past and same is functioning smoothly.

#### **4.9 PROOF OF CONCEPT (POC)**

Bank may ask the technically qualified and eligible bidders to conduct the POC (Proof Of Concept) within a weeks' time (7 working days) from the date of mail sent to the technically qualified bidders as per the scope of work mentioned in the RFP Document and as per the techno-functional specification defined in Annexure- 9. After successful POC, the commercial bids will be opened for the technically qualified bidders. Bank may reject the technically qualified bidders , if the solution is not technically feasible and does not meet the scope of work and techno-functional requirement of the RFP during the POC. The cost to be incurred towards the POC need to be borne by the bidder. However , Bank will extend the necessary support to Bidder in this regard



## **Part-V**

### **1. Order details**

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

### **2. Project Timelines**

Bidder shall appoint a **Single Point of Contact (SPOC)** for the project who will act as the Project Manager/Coordinator for the Project. The SPOC shall submit weekly report on the progress of the project to UCO Bank and appraise the activities completed during the week and activities to be taken up in next week. Necessary assistance from Bank officials will be provided to ensure that activities will be completed in time.

The detailed activities to be completed in each phase are mentioned below along with the timelines.

<b>Sl. No.</b>	<b>Activity</b>	<b>Time Period ( T is the date for Issuance of Purchase Order)</b>
1	Supply & Delivery of Solution Licenses	T+4 Weeks
2	Installation, Configuration and commissioning of the solution at the Banks specified locations	T+8 Weeks
3	Training	All the trainings to be completed within 1 week from the date of request for training from Bank. Further, the selected bidder has to provide a video recording of the detailed procedure & processes to be adopted by the end user for smooth and hassle free usage of the Solution.

### **3. Contract Period:**

The contract period for Implementation of Centralised Solution for Official Language (Hindi Rajbhasha) will be for a period of five (5) years which will commence from the date of Go-Live of Solution. Further, Bank shall review the performance of the selected successful bidder every month at Head Office Level. Bank reserves the right to terminate the agreement /contract at its sole discretion by giving one month's notice without assigning reasons.

Any offer falling short of the contract validity period (Five Years from date of Go-Live) is liable for rejection. In addition to the cancellation of SLA, Bank reserves the right to forfeit / invoke the Performance Guarantee / Security submitted to Bank by the Bidder as well as blacklisting the Bidder. Bank further reserves the right to extend the contract for a period of two year after its expiry keeping terms and conditions of this RFP unchanged

#### **4. Annual Technical Support**

The successful bidder shall provide the Annual Technical Support for the proposed solution including other software, associated modules and services. The details of Annual Technical Support is described in Part IV i.e. Scope of Work.

#### **5. Payment Terms**

- i. **70%** of the total application cost & implementation cost after completion of successful installation & UAT of the software. The payment will be made on receipt of the invoices along with duly Completion Certificate.
- ii. **30%** of the total application cost & implementation cost on 4 weeks from successful GO-LIVE.
- iii. Payment of ATS will be done quarterly on arrear basis.
- iv. Any delay in achievement of milestones/ deliverables/ activities from Bidder shall automatically result in delay of corresponding payment from Bank.

#### **6. Penalty**

- 6.1.1 The Bank expects the Bidder to complete the scope of the project as mentioned in Part-IV - Scope of Work of this document within the timeframe specified in Project Timelines of this document. Inability of the Bidder either to provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty /LD clause.
- 6.1.2 Inability of the Bidder to provide services at the service levels defined would result in breach of contract and would invoke the penalty clause.
- 6.1.3 Notwithstanding anything contained above, no such penalty will be chargeable on the Bidder for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.
- 6.1.4 The right to levy the penalty is in addition to and without prejudice to other rights / remedies available to the Bank such as termination of contract, invoking performance guarantee and recovery of amount paid etc.
- 6.1.5 The BANK reserves the right to recover the penalty from any payment to be made under this contract.

- 6.1.6 The penalty would be deducted from the quarterly payouts and the cap on any penalty due during the Warranty period will be adjusted against the payments made for bills/invoices provided by the bidder. **For the purpose of this RFP, the total of penalties as per SLA and the Liquidated damages will be subject to a maximum of 10% of the overall contract value.**
- 6.1.7 Performance measurements would be assessed through audits or reports, as appropriate to be provided by the Bidder e.g. utilization reports, response time measurements reports, ticket details and resolution time report etc. The tools to perform the audit will need to be provided by the Bidder. Audits will normally be done on regular basis or as required by Bank and will be performed by Bank or Bank appointed third party.

## **7. Service Levels**

- a. "Availability" means the time for which the services and facilities are available for conducting operations on the BANK system including application and associated infrastructure.

**Availability is defined as (%) =  $\frac{(\text{Operation Hours} - \text{Downtime})}{\text{Operation Hours}} * 100\%$**

- b. The business hours are 24\*7 on any calendar day the Bank is operational.
- c. The "Operation Hours" for a given time frame are calculated after deducting the planned downtime from "Operation Hours". The Operation Hours will be taken on 24x7 basis, for the purpose of meeting the Service Level requirements i.e. availability and performance measurements both.
- d. "Downtime" is the actual duration for which the system was not able to service BANK or the Clients of BANK, due to software failure as defined by BANK and agreed by the Bidder.
- e. "Scheduled Maintenance Time" shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA. The scheduled maintenance time would not be during business hours. Further, scheduled maintenance time is planned downtime with the prior permission of Bank.
- f. "Incident" refers to any event / abnormalities in the functioning of any module/services that may lead to disruption in normal operations of the Application services.
- g. Total Maintenance Cost refers to Sum of Software Cost, Third Party Utilities and, ATS & others Cost for the entire contract period.



- h. SLA parameters shall be monitored on a monthly basis for the entire contract duration (including the warranty period) as per the individual SLA parameter requirements. The Bidder is expected to provide the following service levels. In case the service levels defined in the tables below cannot be achieved, it shall result in a breach of contract and invoke the penalty clause.
- i. A Service Level violation will occur if the Bidder fails to meet Minimum Service Levels on a monthly basis for a particular Service Level.
- j. Overall Availability and Performance Measurements will be on a quarterly basis for the purpose of Service Level reporting. Month wise "Availability and Performance Report" will be provided by the Bidder for every quarter in the BANK suggested format and a review shall be conducted based on this report. Availability and Performance Report provided to Bank shall contain the summary of all incidents reported and associated performance measurement for that period.
- k. The primary intent of Penalties is to ensure that the system performs in accordance with the defined service levels. Penalties are not meant to be punitive or, conversely, a vehicle for cutting fees.

## 8. Service Level Criteria

Severity Definition during Live operations due to Functional issues of the proposed solution, the SLA's will be applicable post go-live of Solution at Bank Offices. During the term of the contract, the bidder will maintain the application in perfect working order and condition and for this purpose bidder will provide the repairs and maintenance services as required.

### Utilisation

Sl. No.	Service Area	Service Level	Penalty
1	Application Uptime	Uptime % calculated on monthly basis for solution. In case of any problems, the bidder should ensure that system is made available to meet the SLAs.	Penalty (as mentioned Below) of the individual quarterly maintenance Cost (Including ATS Cost). These penalties will be deducted against any payable amount by BANK. Quarterly Maintenance Cost = (Total Maintenance Cost (Including ATS Cost) for the entire contract period) / (Contract Period(in yrs.) *4)
2		98% and above	N/A
3		Less than 98%	5% of the Quarterly Maintenance Cost



## **Resolution Time**

<b>Sl. No.</b>	<b>Risk Probability</b>	<b>Meaning</b>	<b>Resolution Time</b>
1	Critical	Translation service is not working. <ul style="list-style-type: none"><li>➤ Generated Reports alignment and quality related issue.</li><li>➤ BANK logo not coming in Hindi PDF.</li><li>➤ QR-code not proper in Hindi languages PDF.</li></ul>	Within 12 Hrs.
2	Moderate	<ul style="list-style-type: none"><li>➤ Hindi language conversion related issue.</li><li>➤ Sentence/phrases/paragraphs in Hindi language are not proper.</li><li>➤ Incomplete Hindi conversion.</li><li>➤ Performance related issue.</li></ul>	Within 24 Hrs.

## **9. Liquidated Damage**

**Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of** of outstanding bills pending towards the bidder for each calendar week of delay or part thereof subject to **maximum of 10% of order value** will be imposed and will be deducted from the bill amount. 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

The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder. Bank may invoke the Bank Guarantee for further delay in in delivery & migration.

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

## **10. Paying Authority**

The payments as per the Payment Schedule covered hereinabove shall be paid by DIT, Head Office. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. Also the bidder has to submit the certificate of insurance covering

all the risks during transit, storage, installation, commissioning, testing and handling including third party liabilities.

Following Documents are to be submitted for Payment:

- Invoice in Triplicate
- Duly receipted Delivery Challans
- Original Octroi Receipts, if any
- Installation Report, counter signed by an authorized official from the delivery site

## **11. Performance Bank Guarantee**

The Selected bidder, **within 15 days from the date of letter of intent** will have to furnish a Performance Bank Guarantee, format as per **Annexure – IX**, issued by any scheduled commercial bank (other than UCO Bank) equivalent to 10% of the project cost **valid for 63 months (60 months + a claim period of 3 months) from the date of Letter Of Intent(LOI). However, the selected bidder may have to extend the validity of the Performance Bank Guarantee for a period of AMC/ATS as required by the Bank.** Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.

The Performance Bank Guarantee shall act as a security deposit and either in case the selected bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

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

In case the contract is getting extended, the selected bidder shall submit the Bank Guarantee of 10% of the project cost of that period of time with a validity of the extension period with 3 months claim period.

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

## **12. 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.

### **13. Preliminary Scrutiny**

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

### **14. Award of Contract**

The bidder who qualifies in the technical evaluation will qualify for commercial evaluation. The bidder whose bid has been determined to be responsive and who quotes the lowest price will be treated as L1 Bidder. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder(s).

### **15. Taxes**

- a. Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.
- b. The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.
- c. Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.
- d. Bidder shall co-operate fully in the defence of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank

to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the selected bidder.

- e. The payments which is/are inclusive of GST and other taxes, fees etc. as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, UCO Bank, Head Office – Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

## **16. Confidentiality and Secrecy**

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

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



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

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.
- The selected service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the UCO Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the UCO Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the UCO Bank and shall not be

used/disclosed to anybody in any manner except with the written consent of The UCO Bank.

- The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the UCO Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
- **Conflict of interest:** The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- **The successful Bidder is required to execute a Non-Disclosure Agreement to the bank as per bank's format before or at the time of execution of the Service Level Agreement.**

## **17. Compliance With Laws**

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

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

The selected Bidder shall undertake to promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term/tenure of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/officers/staff/personnel/representatives/agents from and against all claims or demands of liability and all

consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within a reasonable time to the selected Bidder.

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

## **18. Force Majeure**

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

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics/pandemics,
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area,

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

## **19. Completeness of the Project**

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

## **20. Order Cancellation**

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

- i. The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.



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

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

- I) In case the selected bidder fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverable from alternate sources at the risk, cost and responsibility of the selected bidder with the capping of 125% of the original quoted cost for such deliverable as per commercial bid.
- II) If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving **30** days' notice for the same. In this event the bidder is bound to make good **with the capping of 125% of the original quoted cost for such deliverable as per commercial bid**, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.
- III) UCO Bank reserves the right to recover any dues payable by the bidder under the contract from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.
- IV) In case of cancellation of order, any advance payments **(except payment against ATS)** made by the Bank to the Vendor for implementation of project, would necessarily have to be returned to the Bank, if bidder fail to return such payment within 30 days, then vendor have to be returned amount to the Bank with interest @ 15% per annum , further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.

- V) Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries exceeds 10% of the TCO.
- VI) **In case of order cancellation Bank will notify selected bidder with 90 days' notice period inclusive of 30 day's cure period before cancellation of the Order. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 day's time the notice for cancellation will become absolute.**

## **21. Indemnity**

Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- a) an act or omission of the service provider and /or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or
- b) material breach of any of the terms of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the service provider under this RFP; and/or,
- c) Bank's authorized/ bona-fide use of the deliverables and/or the services provided by the service provider under this RFP; and/or
- d) Infringement of any patent, trademarks, copyrights etc. Or such other statutory infringements in respect of all components provided to fulfill the scope of this project.

Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, solely attributable, due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,

- i. the Bank notify the vendor in writing immediately on becoming aware of such claim,
- ii. the Vendor has sole control of defence and all related settlement negotiations,
- iii. the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and



- iv. The Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court.

It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation. Vendor shall be responsible for any loss of life, etc., due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions.

The vendors should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the vendor with applicable Laws / Governmental Requirements, IP infringement ;
- Negligence or gross misconduct attributable to the Vendor, its employees, and agents
- Breach of any terms of RFP, Representation or Warranty
- Act or omission in performance of service.

Further,



- i. Vendor's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.
- ii. Vendor's liability in case of claims against the Bank resulting from Wilful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- iii. Bank shall not be held liable for any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the RFP.
- iv. Under no circumstances bank shall be liable to the selected Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if UCO Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.
- v. Subject to any law to the contrary, and to the maximum extent permitted by law Bank shall not be liable to vendor for any consequential/ incidental, or indirect damages arising out of this agreement.

Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The vendor shall not indemnify the Bank for

- i. Any loss of profits, revenue, contracts, or anticipated savings or
- ii. Any consequential or indirect loss or damage however caused,

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

## **22. Publicity**

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

## **23. Privacy And Security Safeguards**

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

## **24. Technological Advancements**

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

## **25. Guarantees**

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management for the RFP for Implementation of Centralized Software for Official Language(Hindi-Rajbhasha) { Re-tendering}. All hardware and software must be supplied with their original and complete printed documentation.

## **26. Exit Option and Contract Re-Negotiation**

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

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

**Bank shall notify selected bidder with 90 days' notice period inclusive of 30 days cure period before cancellation of the Order. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days time the notice for cancellation will become absolute.**

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

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

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

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

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

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

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

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

## **27. Termination**

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

- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
- b) The selected bidder goes into liquidation, voluntarily or otherwise.
- c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc., applicable to the bidder under performance of the RFP.
- d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- f) Deductions on account of liquidated damages exceed more than 10% of the total work order.

- g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.
- h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.
- i) UCO BANK reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

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

## **28. Termination for Insolvency**

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

## **29. 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.

## **30. Termination For Convenience**

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

**In case of Termination for Default Bank will provide notice period of 90 days inclusion cure period of 30 days. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if**

**the Vendor fails to cure within 30 days' time the notice for cancellation will become absolute.**

### **31. Consequences of Termination**

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), UCO Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution / continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO Bank, the bidder herein shall be obliged to provide all such assistance to the next successor bidder or any other person as may be required and as UCO Bank may specify including training, where the successor(s) is a representative/personnel of UCO Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

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

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

### **32. Signing Of Contract**

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

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



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

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

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

### **34. Verification**

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

### **35. Compliance With Applicable Laws of India**

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

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

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

The selected bidder confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep

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

### **36. Dispute Resolution Mechanism**

- a. The Bidder and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
  - i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
  - ii. The matter will be referred for negotiation between Deputy General Manager of The Bank / Purchaser and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- b. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- c. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of



the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

- d. The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- e. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

### **37. Arbitration**

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

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

### **38. Applicable Law and Jurisdiction of Court**

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

### **39. Limitation of Liability**

- i. For breach of any obligation mentioned in this document, subject to point no. iii, in no event selected bidder shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total project cost/contract value.
- ii. Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss cause.
- iii. The limitations set forth in point no. 1 shall not apply with respect to:
  - a) claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership.
  - b) damages occasioned by the gross negligence or willful misconduct of Service Provider.
  - c) damages occasioned by Service Provider for breach of confidentiality obligations.
  - d) Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project.

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

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

### **40. Amendment(s) In the Contract / Service Level Agreement**

There shall be no variation(s) in or modification(s) in the terms of the Contract/ Service Level Agreement save and except by a written mutual consent signed by both the Parties i.e. the Bank and Vendor. Bank shall have the discretion/liberty to give effect to any amendment, modification etc. in the Contract/Service Level Agreement, if so required by Bank, sequel to any amendment(s)/ modification(s) etc. in the applicable

Laws/Statutes including but not limited to amendment(s)/ modification(s) etc. in the existing Guidelines/ Instructions issued/to be issued by any Regulatory Authority.

#### **41. Severability**

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

#### **42. Terms & Conditions:**

- a) Language of Bid: All bids and supporting documentation shall be submitted in English.
- b) UCO Bank reserves the right to accept or reject any or all Bids without assigning any reason thereof and Bank's decision in this regard will be treated as final. Bids may be accepted or rejected in total or any part or items thereof. No contractual whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together with Bank's written acceptance & notification of award shall constitute a binding contract with the vendor.
- c) Any Bid not containing sufficient information, in view of UCO Bank, to permit a thorough analysis may be rejected.
- d) The Bank shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.
- e) UCO Bank is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.
- f) The Bank also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same on its website [www.ucobank.com](http://www.ucobank.com) before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.
- g) Bids not conforming to the requirements of the RFP may not be considered by UCO Bank. However, UCO Bank reserves the right, at any time, to waive any of

the requirements of the RFP, if in the sole discretion of UCO Bank, the best interest of UCO Bank be served by such waiver.

- h) Bidders who do not meet the technical criteria stipulated by the Bank will not be considered for further evaluation.
- i) UCO Bank reserves the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons for cancellation, as determined by UCO Bank in its sole discretion include but are not limited to, the following:
  - Services Contemplated are no longer required
  - Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments
  - Proposed prices are unacceptable to the Work
  - The Project is not in the best interest of UCO Bank
  - Any other reason
- j) Pre-bid meeting, if any, will be held to brief the intending bidders about the requirements of the Bank and to furnish clarifications on any points / queries received from them. No separate communication will be sent for this meeting.
- k) UCO Bank reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or even after award of contract.
- l) UCO Bank reserves the right to re-negotiate the prices in the event of changes in the market conditions and/or technology etc.
- m) During the term of agreement, bidder will not hire or retain, either as an employee or consultant any employee of Bank. During the contract period, Bank will also not hire or retain, either as an employee or consultant, any employee of the bidder. Nothing herein shall affect bank's public recruitment process.
- n) All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder.
- o) Vendor should carry out any change request necessitated by the Bank
- p) Bank may choose to take an undertaking from Vendor employees to maintain the confidentiality of the Bank's information/documents etc. Bank may seek details / confirmation on background verification of Vendor's employees worked/working on Bank's project as may have been undertaken / executed by the Vendor. Vendor should be agreeable for any such undertaking/verification.
- q) Documentation:

**(Tender offer forwarding letter)**

**Tender Ref. No.: DIT/BPR&BTD/OA/3059/2020-21**

**Date: 22/01/2021**

**To,**

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

Dear Sir,

**Sub: RFP for Implementation of Centralized Software for Official Language (Hindi-Rajbhasha) {Re-tendering} RFP Ref No. DIT/BPR&BTD/OA/3059/2020-21 dated 22/01/2021**

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we, the undersigned, hereby enclose our offer for "Implementation of Centralized Software for Official Language(Hindi-Rajbhasha) { Re-tendering}" mentioned in the RFP document forming Eligibility, Technical and Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility, Technical and Commercial Bids by the Bank, we undertake to Implementation of Centralized Software for Official Language (Hindi-Rajbhasha) {Re-tendering} as per your purchase orders.

In the event of our selection by the Bank for to Implementation of Centralized Software for Official Language(Hindi-Rajbhasha) { Re-tendering}, we will submit a Performance Guarantee for a sum equivalent to 10% of the Project Cost to be valid for a period of **Five years** in favour of **UCO BANK** effective from the month of execution of Service Level Agreement.

We agree to abide by the terms and conditions of this tender and our offer shall remain valid for 180 days from the date of commercial bid opening and it remain binding upon us which may be accepted by The Bank any time before expiry of 180 days.

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

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

We enclose the following:

1. Tender Fee of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) dated \_\_\_\_\_. Vide UTR No/Txn Id \_\_\_\_\_.
2. BG No \_\_\_\_\_.for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) dated \_\_\_\_\_ as EMD.

Dated this \_\_\_\_ day of \_\_\_\_ 2021.

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

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

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



## General Details of the Bidder

**A. Profile of Bidder**

1. Name of bidder:

2. Location

Regd. Office:

Controlling Office:

3. Constitution

4. Date of incorporation &amp; Date of Commencement of business:

5. Major change in Management in last three years:

6. Shareholding pattern:

7. Names of Banker /s:

8. Name and details (designation and Phone no.) of Authorised Signatory:

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

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

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

- Description of service :
- Details of similar service provided to PSU organization/BFSI in India specifying the number of Banks and branches

**Details of Experience in the field of (Implementation of Centralized Software for Official Language (Hindi-Rajbhasha))**

PSU Organization/BFSI		
Name of Organization	Period	
	From	To

**N.B. Enclose copies of Purchase Orders and references.**

Place: \_\_\_\_\_

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

Signature of Bidder: \_\_\_\_\_

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

Business Address: \_\_\_\_\_

**(Letter to be submitted by the OSD on firm's official letter head)**  
**Original Solution Developer (OSD)**

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

Dear Sir,

**Ref: RFP for Implementation of Centralized Software for Official Language (Hindi-Rajbhasha) { Re-tendering} RFP Reference No.: DIT/BPR & BTD/OA/3059/2020-21 dated: 22/01/2021**

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

We hereby extend our guarantee/ warranty and AMC as per terms and conditions of the RFP No .....and 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 equipment and services. We undertake to provide back-to-back support for spares 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 AMC period if the above bidder authorized by us fails to perform in terms of the RFP.

Yours Faithfully  
Authorized Signatory  
(Name:  
Phone No.:  
Fax:  
E-mail :)

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



**Format of Bank Guarantee (EMD)**

**To**

**The Deputy General Manager**

**DIT, BPR & BTD**

**UCO Bank, Head Office**

**5<sup>th</sup> Floor, 3&4, DD Block, Sector-I**

**Salt Lake, Kolkata -700064**

Dear Sir,

In response to your invitation to respond to your RFP for to Implementation of Centralized Software for Official Language(Hindi-Rajbhasha) { Re-tendering} , M/s \_\_\_\_\_having their registered office at \_\_\_\_\_hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for to Implementation of Centralized Software for Official Language(Hindi-Rajbhasha) { Re-tendering}.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the \_\_\_\_\_Bank having our Head Office \_\_\_\_\_ hereby irrevocably guarantee an amount of **Rs. 5,00,000/- (Rupees Five Lacs Only)** as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

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

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

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

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed Rs.15.00 Lacs only (Rupees Five Lacs Only).
2. This Bank guarantee will be valid upto \_\_\_\_\_; and

3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before\_\_\_\_\_.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this \_\_\_\_\_day of \_\_\_\_\_at \_\_\_\_\_.

Yours faithfully,

For and on behalf of

\_\_\_\_\_ Bank


Authorised Official

**Note:** 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.

**(The value of the stamp paper will be as applicable at the place of issuing of Bank Guarantee.)**



**Eligibility Criteria Compliance**

Sl. No.	Eligibility Criteria	(Proof of documents required / must be submitted)	Compliance (Yes/No)
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956 or 2013 and amendments thereafter, if any for the last 3 years as on RFP issuance date. Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt of India.	6. Certificate of Incorporation issued by Registrar of Companies along with 7. Copies of Memorandum of Association 8. Copies of Articles of Association 9. Shareholding pattern 10. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.	
2	Bidder should have a minimum annual turnover of Rs.1Crore in each of the last three financial years i.e. 2017-18, 2018-19 & 2019-20.	 Copy of the audited balance sheet of the last three financial year's i.e. 2017-18, 2018-19 & 2019-20.should be submitted.	
3	Bidder should have positive net worth during the past 3 financial years i.e. 2017-18, 2018-19 & 2019-20.		
4	Bidder/OSD should have the experience of implementation of Centralised Software for Official Language (Hindi Rajbhasha) compatible with Finacle 10.x in a Scheduled Commercial Banks / RBI / Central / State Govt. Department / PSUs in India in last three years as of RFP issuance date.	Relevant copies of Purchase Orders/SLA and Credential Letters on organization letterhead from the authorized personnel from client organization confirming that the deliveries of the services are in accordance with contracted terms and Purchase order. Certificate of existing status on client organization letterhead.	

5	Bidder should be either Original Solution Developer (OSD) of proposed solution or its authorised channel Partner.	An authorization letter from OSD to this effect should be furnished as per Annexure-III. This letter should specify that in case authorized representative is not able to perform obligations as per contract during contract period, the Original Solution Developer would provide the same.	
6	Bidder should not have been black-listed by any Bank / institution in India as on RFP Submission date. An undertaking to this effect must be submitted in their letter head.	Self-declaration to this effect on the company's letter head should be submitted as per format given as Annexure-L.	
7	The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Self-declaration to this effect on the company's letterhead should be submitted.	

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

**TECHNICAL & FUNCTIONAL SPECIFICATION**

SL No	Requirement	Bidders Compliance (Yes/No)	Remarks
1.	The proposed Centralized solution should support conversion from English Language to Hindi Language of all the customer facing CBS Application reports/ documents to be downloaded through Core Banking Solution i.e. Finacle Version 10.x, and FEBA.		
2.	The proposed Centralised solution should not update/change any part of the application or its database integrated with CBS. In future, if any customization/ changes is required in the existing solution, the vendor has to do the same without incurring any additional cost to the Bank		
3.	The proposed Centralised solution should be compatible with Bank's existing Core Banking Solution (CBS). All the responsibility of integration lies with the Successful Bidder.		
4.	No change or upgrade of the target application should be necessary for language conversion.		
5.	The functionality of existing CBS Applications & any other Applications integrated with same should be in no way altered.		
6.	The proposed Bilingual solution should have the facility that it can be activated (executed) as per individual user's choice to carry out Language translation.		
7.	The proposed software should be integrated with the Core Banking Application of CBS.		
8.	The solution should provide the facility of passbook printing for all the deposit account types such as SB current, Recurring Deposit, etc., which should provide the facility of printing in Hindi. The system should also facilitate the functionality for rectification of the Name, Address ,data etc. to be printed in Devnagri Script.		
9.	There would be a facility of printing		

	<b>DD/FDR/Passbook/Account Statement/Cheque pay order</b> in Hindi.		
10.	The solution should facilitate the printing of Welcome letters/Recovery Letters or any other such letters being generated & sent to customers through the applications exposed towards the customer end in Hindi.		
11.	The solution should facilitate the functionality of default printing of passbooks in Hindi language based on the region list defined by RBI, Government of India.		
12.	The solution should have capability to provide Hindi language support for all future versions of Core Banking Solution.		
13.	Delivery of the software should include dictionary editor for editing and updating of phrase conversion dictionary used by the solution. The solution should support Devnagri Script for phrase conversion/data dictionary update.		
14.	Should provide choice of exclusion of specific data from conversion		
15.	Should be capable of enabling users to toggle between languages.		
16.	Conversion from English to Hindi language on the fly		
17.	The Solution proposed should be independent of Device Driver and should be Browser independent also.		
18.	The Solution proposed should support all versions of the Windows Operating Systems.		
19.	The solution should support translation of all words/phrases as per RBI Glossary released by RBI Periodically.		
20.	The proposed Centralised Solution should include localization of the application screens, reports and all output documents.		
21.	The proposed Centralised solution should support various file types such as Text, PDF, HTML, and XML etc.		
22.	The proposed Bilingual solution should provide translation as below:		
23.	On-screen reports of the following formats: Text, HTML and PDF.		
24.	Reports Display and Printing: Reports from CBS		

	Application including any customized reports. Reports should be completely converted into target language i.e. Hindi Language maintaining the format exactly as per English. This includes conversion of configuration & master data, and Customer data in Bilingual (using Phonetic Transliteration). This should not have any impact on the existing English reports.		
<b>25.</b>	The proposed Bilingual solution must provide support for printing bilingual text (English+ Hindi Language) by providing a reformatted version of the report. The software should allow independent selection of print language.		
<b>26.</b>	The proposed Bilingual solution should be able to carry out conversion of on-line print as well as text, html and PDF file report formats. Printing should be supported on DMP, Laser and Ink-jet printers.		
<b>27.</b>	Unicode: The proposed Bilingual solution should be able to support Unicode for Hindi Language.		
<b>28.</b>	Since the recommended solution is centralized, it should however support if required distributed solution (Logistics dependent) i.e. application installation kit for easy installation of the solution at the required location and the solution should have automatic uninstall support.		
<b>29.</b>	The proposed Centralised Bilingual solution should be capable of generating bilingual reports from CBS Application exposed towards the customers end and its printing in Hindi and English Languages and user should be able to select the language in which they wish to download the report.		
<b>30.</b>	Bidder is required to develop dictionaries (Hindi and English) required in order to achieve the scope of the RFP. If any update/ implementation/ integration is required with the CBS Existing Solution/ other solutions to successfully integrate, commission and implement the solution shall be provided by the bidder.		
<b>31.</b>	The Data Dictionary updation should be centralised one and necessary tools for same need to be provided by the bidder.		

32.	Bidder is required to submit relevant documents related to Software, its Implementation, Customization etc. during the entire contract period as in when required by Bank.		
33.	Bidder to provide regular updates/upgrades/patches released by the OEM during the entire contract period and shall document and provide the documents to Bank detailing all the changes in the solution. If required, bidder is required to provide the training to Bank Officials of all the changes made in the solution at no additional cost to Bank during the contract period.		
34.	Bidder will be solely responsible for integrating, implementing and commissioning the solution at Bank offices as required in order to successfully implement and commission the proposed solutions. Any interfaces required for successful implementation/ operations of the solution should be developed by the bidder.		
35.	The responsibility of integration of proposed solution with the Core Banking Solution and any other solution required lies with the bidder selected through this RFP. UCO Bank shall provide adequate support to bidder for the purpose of integration		
36.	UCO Bank will not take any responsibility of any assumptions made by the bidder. It is the responsibility of the bidder to ensure successful implementation of the proposed solution. The bidder is also responsible for the accuracy of the bid and Bank is not liable for any errors or assumptions made by the bidder.		
37.	Bidder shall address all the errors/bugs/gaps in the functionality in the solution implemented and will also ensure compliance to IS Audit observations at no additional cost during the Warranty and Maintenance phase. The solution should not contain any malicious codes.		
38.	Issue log for the errors and bugs identified in the solution and any change done in the solution shall be maintained by the bidder and should be periodically submitted to the Bank team.		
39.	The Bidder shall perform an in-depth analysis of		



	the existing system and shall submit a detailed plan for the implementation of this project, including but not limited to the following:		
<b>40.</b>	Project Plan detailing each task with target date and assigned resource persons and installation of all supplied items and integration with existing infrastructure at Bank Offices.		
<b>41.</b>	Architecture Diagram		
<b>42.</b>	The proposed Centralised Solution architecture should support centralized -without having to redesign any screens or and also Banks existing IT architecture. This means the installation of the proposed Solution should be available as a centralized solution.		
<b>43.</b>	The proposed Bilingual Solution should not require an upgrade of the current work station/Desktop hardware and should not affect the performance of the desktop.		
<b>44.</b>	The network requirement should be optimized for performance.		
<b>45.</b>	There should not be any additional requirement of procuring any other 3rd party solutions like fonts, utilities etc. for implementation of the proposed Centralised Bilingual Solution.		
<b>46.</b>	The Solution proposed should support all types of Desktop Environments.		

Place: \_\_\_\_\_ Signature of Bidder: \_\_\_\_\_

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

Business Address: \_\_\_\_\_

**Masked Commercial Bid****Request for Proposal (RFP) For Implementation of Centralized Software for Official Language(Hindi-Rajbhasha) { Re-tendering}**

Sl. No	Item Description	Total Amount (Excluding Taxes ) (A)	GST (%) (B)
1	Enterprise License Cost for Centralised software for Official Language with 3 year warranty (Including DC & DR Sites)		
2	Third Party Utilities (If any)		
3	Implementation, Installation & Commissioning Cost for the Centralised software for OL at DC & DR Site		
4	4 <sup>th</sup> year ATS Cost for Software		
5	5 <sup>th</sup> year ATS Cost for Software		
6	Any other, if required		
<b>Total Cost of Ownership -TCO(1+2+3) in figure</b>			
<b>Total Cost of Ownership -TCO(1+2+3) in word</b>			

- The calculation for arriving at TCO is properly mentioned in the appropriate columns and we confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same and it will be binding upon our company.
- The L1 bidder will be selected on the basis of the amount quoted for the proposed solution as per commercial bid. However, in case of any discrepancy in calculation, unit cost for components & services shall prevail and TCO will be calculated accordingly.
- If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the Bank without any cost.
- Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.

- f. 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 or which contain any deviation in terms & conditions or any specification.
- g. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- h. In case of any discrepancy between figures and words, the amount in words shall prevail.
- i. Please note that any Commercial offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.
- j. All prices should be quoted in (INR) only.
- k. The TCO (Total cost of ownership) will be exclusive of GST and other applicable taxes. However the GST and other applicable taxes will be paid as per actuals.
- l. The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order to the L-1 bidder.

Place:



Signature of Bidder: \_\_\_\_\_

Date:

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

Business Address: \_\_\_\_\_

**COMMERCIAL BID****Request for Proposal (RFP) For Implementation of Centralized Software for Official Language(Hindi-Rajbhasha) { Re-tendering}**

Software Cost			
Sl. No	Item Description	Total Amount (Excluding Taxes ) (A)	GST (%) (B)
1	Enterprise License Cost for Centralised software for Official Language with 3 year warranty (Including DC & DR Sites)		
2	Third Party Utilities (If any)		
3	Implementation, Installation & Commissioning Cost for the Centralised software for OL at DC & DR Site		
4	4 <sup>th</sup> year ATS Cost for Software		
5	5 <sup>th</sup> year ATS Cost for Software		
6	Any other, if required		
<b>Total Cost of Ownership in figure</b>			
<b>Total Cost of Ownership in words</b>			

- The calculation for arriving at TCO is properly mentioned in the appropriate columns and we confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same and it will be binding upon our company.
- The L1 bidder will be selected on the basis of the amount quoted for the proposed solution as per commercial bid. However, in case of any discrepancy in calculation, unit cost for components & services shall prevail and TCO will be calculated accordingly.
- If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the Bank without any cost.
- Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.

- f. 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 or which contain any deviation in terms & conditions or any specification.
- g. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- h. In case of any discrepancy between figures and words, the amount in words shall prevail.
- i. Please note that any Commercial offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.
- j. All prices should be quoted in (INR) only.
- k. The TCO (Total cost of ownership) will be exclusive of GST and other applicable taxes. However the GST and other applicable taxes will be paid as per actuals.
- l. The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order to the L-1 bidder.

Place:



Signature of Bidder: \_\_\_\_\_

Date:

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

Business Address: \_\_\_\_\_

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

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt M/s (Name of the vendor Company) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the vendor company) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no. ....dated..... issued to the Vendor and an Agreement to be made between UCO Bank and the Vendor for a period of ..... In pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees..... Only).

We, ..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of ..... [VENDOR] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.

2. We ..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

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

Notwithstanding anything contained herein:

- i) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) only.
- ii) This Bank Guarantee shall be valid upto ..... and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

.....(date of expiry of Guarantee including claim period).

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

Yours' faithfully,

For and on behalf of

\_\_\_\_\_ Bank.

Authorized Official.

NOTE:

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





**PROFORMA FOR DEED OF INDEMNITY**  
**(To be executed on non-judicial stamp paper of requisite value)**

THIS DEED OF INDEMNITY made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**BETWEEN**

**M/s <Vendor>**, a company incorporated under the provisions of the Companies Act,..... having its Registered Office at ..... represented by the Authorised Signatory, Mr./Mrs. ....(Designation) (hereinafter referred to as '**Indemnifier**' which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its administrators, successors and assigns) of the **FIRST PART**;

**AND**

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

**WHEREAS** Bank had, vide its RFP Ref No. DIT/BPR & BTD/OA/3059/2020-21 Date: 22.01.2021 invited bids from the eligible Bidders for Implementation of Centralized Software for Official Language (Hindi-Rajbhasha) { Re-tendering}

**AND WHEREAS** the Indemnifier has:

- A. Offered to provide the services to the Bank in terms of the above mentioned RFP and subsequent amendments / corrigenda / clarifications etc.;
- B. Represented and warranted that it has all permissions, consents, approvals and license from all authorities, both regulatory / statutory and non-regulatory, for providing the services to the Bank in terms of the above mentioned RFP and subsequent amendments / corrigenda / clarifications etc. and also as stated in the SLA dated \_\_\_\_\_;
- C. Represented and warranted that the Services to be provided to Bank will not violate any provisions of the applicable laws, regulations or guidelines including laws relating to Intellectual Property Rights, legal & environmental and in case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will be got remedied immediately during the tenure of contract to the satisfaction of Bank;

D. Represented that the Vendor has adequate resources and sufficient knowledge, expertise and competency in the field for Supply, Installation & Maintenance of Hardware, Operating System and Database Licenses for various Projects/Applications as per the scope mentioned in the RFP document(s) and legally competent to enter into Contract with the Bank;

**WHEREAS** the Bank, relying and based on the aforesaid representations and warranties of the Indemnifier, has agreed to avail the Services from the Indemnifier on the terms and conditions more particularly described in the Master Contract/SLA dated .....

**WHEREAS** one of the conditions of the said Master Contract dated/SLA..... is that the Indemnifier is required to furnish an indemnity in favour of the BANK indemnifying the latter against all claims, losses, costs, actions, suits, damages etc. arising due to or on account of indemnifier's breach of any of the terms and conditions of the Master Contract dated ..... or violation of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to the BANK as also Indemnifier's misconduct, omission and negligence.

In pursuance thereof, the Indemnifier has agreed to furnish an indemnity in the form and manner and to the satisfaction of the BANK as hereinafter appearing;

**NOW THIS DEED WITNESSETH AS UNDER: -**



The words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the RFP/the Contract. In consideration of Bank having agreed to award the Contract to the Indemnifier, the Indemnifier hereby unconditionally, absolutely and irrevocably agrees and undertakes that: -

1. The Indemnifier shall, at all times hereinafter, save and keep the Bank including its respective directors, officers, employees, agents and representatives harmless and indemnified, from and against any claim, costs, charges, damages, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said Contract and any loss or damage caused from and against all suits and other actions that may be instituted, taken or preferred against Bank by whomsoever and all losses, damages, costs, charges and expenses etc. that the Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws including those relating to intellectual property rights, rules, regulations, guidelines and also from the environmental damages, if any, which may occur or result during the contract period.
2. The Indemnifier further agrees and undertakes that the Indemnifier shall, ensure that all the permissions, authorizations, consents and licenses are obtained and renewed

from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, rules, regulations, guidelines, orders framed or issued by the appropriate authorities.

3. The Indemnifier further agrees to provide complete documentation of all hardware or other components in the nature of accessories or otherwise they are having or procured from third parties. The Indemnifier shall also provide licensed software for all software services, whether developed by it or acquired from others for performing the obligations under the Contract. The Indemnifier hereby indemnifies and keeps indemnified the Bank including its respective directors, officers, employees, agents and representatives against any levies/penalties /claims /demands litigations, suits, actions, judgments, and or otherwise on account of any default and or breach and or otherwise in this regard.
4. If any additional approval, consent or permission is required by the Indemnifier to execute and perform the Contract during the currency of the Contract, the Indemnifier shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
5. The obligations of the Indemnifier herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Contract or other agreement, or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of the Bank or Indemnifier or any other circumstances whatsoever which might otherwise constitute a discharge or defense of an indemnifier.
6. The obligations of the Indemnifier under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release the Indemnifier from any of the indemnified obligations under this indemnity or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it or to the Bank).
7. This indemnity shall survive notwithstanding expiry or termination (for any reason(s) whatsoever) of the contract.
8. Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address as stated in the Contract and / or as stated above.
9. This indemnity and other non-contractual obligations arising out of this indemnity shall be governed by and construed in accordance with the laws of India. The Indemnifier irrevocably and unconditionally agrees that any legal action, suit or proceedings arising out of or relating to this indemnity shall be brought in the Courts/Tribunals at Kolkata. Final judgment against the Indemnifier in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by way of suit on the judgment/decreed, a certified copy of which shall be conclusive evidence of the judgment/decreed, or in any other manner provided by law. By the execution of this indemnity, the Indemnifier irrevocably submits to the

exclusive jurisdiction of Court(s)/ Tribunal(s) at Kolkata in any such action, suit or proceeding.

10. The Bank may assign or transfer all or any part of its interest herein to any other person. The Indemnifier shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of the Bank.

**IN WITNESS WHEREOF** the parties herein have set their hands unto these presents on the day, month and year above written

**Witnesses:**

1)

.....  
(Signature & Seal of the  
Authorised signatory Indemnifier)

2)

.....  
(Signature & Seal of the  
Authorized signatory of the Bank)



**PRE CONTRACT INTEGRITY PACT**

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

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes for Implementation of Centralized Software for Official Language(Hindi-Rajbhasha) { Re-tendering} hereinafter referred to as Stores and / or Services.

And

M/s \_\_\_\_\_, registered office at \_\_\_\_\_, represented by \_\_\_\_\_ Authorized signatory, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the 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 / Implementation of Centralized Software for Official Language(Hindi-Rajbhasha) { Re-tendering} and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

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

**4. Commitments of the Buyer**

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

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

**4.2** If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the UCO 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 UCO 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.



**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 UCO or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for UCO vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

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

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

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

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

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

## **8. Sanctions for Violation**

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

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

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

## **9. Compensation for Damages**

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

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



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

- 10.1** The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).
- 10.2** As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.
- 10.3** The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.
- 10.4** If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.
- 10.5** If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.
- 10.6** The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.
- 10.7** The word "Monitor" would include both singular and plural.

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



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

## **12. Other Legal Actions**

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

## **13. Integrity Pact Duration.**

- 13.1** This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- 13.2** If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank .
- 13.3** Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

#### 14. Other Provisions

- 14.1 Changes and supplements need to be made in writing. Side agreements have not been made.
- 14.2 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.
- 14.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.
- 14.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.
15. This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.
16. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
17. The Parties here by sign this Integrity Pact.

**BUYER**

**Signature:**

**Authorized Signatory**

**Department of IT**

**Place:**

**Date:**

**Witness:**

**(Name & Address)**

**(Name & Address)**

**BIDDER /SELLER**

**Signature:**

**Authorized Signatory**

**Witness:**

**(Name & Address)**

**(Name & Address)**

**Format of Pre-Bid Queries to be submitted by the Bidder(s)**

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

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



**Undertaking for Non-Blacklisting / Non-Debarment of the bidder**

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

Dear Sir(s),

**Sub: Request for Proposal (RFP) for “Implementation of Centralized Software for Official Language(Hindi-Rajbhasha) { Re-tendering}” vide “RFP Ref No: DIT/BPR&BTD/OA/3059/2020-21 Dated 22/01/2021”**

- 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.
- f. (Deviation to the above if any, the Bidder must provide details of such action(s)
  - 1.
  - 2.

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

**Undertaking to abide by all By-Laws / Rules / Regulations**

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

To,

**The Deputy General Manager**

**DIT, BPR & BTD**

**UCO Bank, Head Office**

**5th Floor, 3&4, DD Block, Sector-I**

**Salt Lake, Kolkata -700064**

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

In consideration of UCO Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001. (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the **Request for Proposal (RFP) for "Implementation of Centralized Software for Official Language(Hindi-Rajbhasha) { Re-tendering}" vide "RFP Ref No: DIT/BPR&BTD/OA/3059/2020-21 Dated 22/01/2021"** including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.

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

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

Place:

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

.....

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

**Undertaking by the bidder**

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

Dear Sir,

**Sub: Request for Proposal (RFP) for “Implementation of Centralized Software for Official Language(Hindi-Rajbhasha) { Re-tendering}” vide “RFP Ref No: DIT/BPR&BTD/OA/3059/2020-21 Dated 22/01/2021”**

We submit our Bid Document herewith.

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

It is certified that there is no violation of cross border sharing/FDI/FEMA and other regulatory guidelines of Govt of India from our company.

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

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

**Undertaking Letter to the Bank on the Vendor's Letterhead**

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

Dear Sir,

**Sub: Request for Proposal (RFP) for “Implementation of Centralized Software for Official Language(Hindi-Rajbhasha) { Re-tendering}” vide “RFP Ref No: DIT/BPR&BTD/OA/3059/2020-21 Dated 22/01/2021”**

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 Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

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

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

**Proforma of letter to be given by the Bidder participating in Request for Proposal (RFP) for “Implementation of Centralized Software for Official Language(Hindi-Rajbhasha) { Re-tendering}” vide “RFP Ref No: DIT/BPR&BTD/OA/3059/2020-21 Dated 22/01/2021” on their official letterheads.**

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

Dear Sir,

**Sub: Request for Proposal (RFP) for “Implementation of Centralized Software for Official Language(Hindi-Rajbhasha) { Re-tendering}” vide “RFP Ref No: DIT/BPR&BTD/OA/3059/2020-21 Dated 22/01/2021”**

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:

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

We hereby confirm that we are agreeable to provide services as per SLA for a period of **5 years**. All the Annexures with other Technical documents duly filled in and signed are enclosed. We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

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

Yours faithfully,

Authorized Signatory:

Designation:

Bidder's corporate name:



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

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

Dear Sir,

**Sub: Request for Proposal (RFP) for “Implementation of Centralized Software for Official Language(Hindi-Rajbhasha) { Re-tendering}” vide “RFP Ref No: DIT/BPR&BTD/OA/3059/2020-21 Dated 22/01/2021”**

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:

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

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

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

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

**Application Integrity Statement**

**(To be submitted in the Company Letter Head with technical Bid)**

We undertake, that application supplied for Implementation of Centralized Software for Official Language(Hindi-Rajbhasha) { Re-tendering} provided to Bank as per the scope of this RFP is free of malware, free of any obvious bugs, and free of any covert channels in the code.

Authorized signatory

Name:

Designation:

Place:

Date:



**NON-DISCLOSURE AGREEMENT**

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

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

**BETWEEN**

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

**AND**

.....  
..... (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**  
(Each of Bank and the vendor is sometimes referred to herein as a **"Party"** and together as the **"Parties"**).

**WHEREAS** the Vendor/Receiving Party is inter alia engaged for Request for Proposal (RFP) for Implementation of Centralized Software for Official Language(Hindi-Rajbhasha) { Re-tendering} vide as per the terms and conditions specified in the "RFP Ref No: DIT/BPR&BTD/OA/3059/2020-21 Dated 22/01/2021". The Vendor/ Receiving Party would be the single point of contact for this project.

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

**WHEREAS** the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for Implementation of Centralized Software for Official Language(Hindi-Rajbhasha) { Re-tendering}.

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

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

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

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

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

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

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

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

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

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

(a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;

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

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

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

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

**8. Breach.** In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within 30 days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

**9. Arbitration and Equitable Relief.**

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

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

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

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

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

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

**11. No Formal Business Obligations.** This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a

proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

## **12. General Provisions.**

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

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

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

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

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

**(f) Jurisdiction of Court:** All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts at City of Head office of Individual member Bank in India.

**(g)** Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and \_\_\_\_\_ (the selected vendor)

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

**For and on behalf of**

**For and on behalf of**

.....

.....

**(the selected bidder)**

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

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

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

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

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

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

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

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





**BILL OF MATERIALS**  
**(To be submitted with Technical Bid)**

Sl. No	Item Description	Unit	Make	Model	Specification	Additional Information
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						

**Note:** All components and its detail specification and other Items required for the proposed solution to be specified.