

Request for Proposal (RFP)
For
Supply, Installation, Implementation, Post-Implementation
Onsite Operations and Support of End to End Data
Analytics and Business Insights Solution



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

RFP Ref. No: DIT/BPR&BTD/OA/1289/2020-21 Date: 23/11/2020

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

This document is prepared by UCO Bank for Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solution. 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

Tender Reference	DIT/BPR&BTD/OA/1289/2020-21 dated: 23/11/2020
Cost of Tender documents	Rs.30,000/- (Rupees Thirty Thousand Only) Plus GST
Date of issue of RFP	23/11/2020
Earnest Money Deposit (EMD)	Rs.15,00,000/- (Rupees Fifteen Lacs only) (in the form of Bank Guarantee)
Date of commencement of sale of tender document	23/11/2020
Last date for submitting queries for the Pre-bid Meeting	03/12/2020
Pre-Bid meeting /Venue	08/12/2020 at 12:30 PM, UCO Bank, Head Office-2 Department of Information Technology(DIT) 3 & 4 DD Block (5 th Floor), Sector -1, Salt Lake, Kolkata-700 064
Last Date and Time for receipts of tender bids	29/12/2020 at 4:00 PM
Opening of technical bids	29/12/2020 at 4:30 PM
Opening of Commercial/Price Bid	Will be advised subsequently to technically qualified bidders.
Address of Communication	UCO Bank, Head Office-2 Department of Information Technology(DIT) 5 th Floor, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064
Email address	hodit.calcutta@ucobank.co.in
Contact Telephone/Fax Numbers	Tel : 033-4455 9774/9733
Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5 th Floor, 3 & 4, DD Block, Sector -1, Salt Lake, Kolkata-700 064.

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

The objective of the exercise is to engage a vendor for supply, installation, implementation, post-implementation onsite operations and support of end to end data analytics and business insights solution (On bank Premise Implementation) in UCO Bank.

The selected bidder will implement the analytics models at UCO Bank by going through a detailed step by step process of analytics implementation. These includes detailed requirement gathering, technical design, data extraction, data preparation, data quality, model development, model validation, model testing, model deployment, model recalibration, go-live and information delivery. The vendor is also required to build the analytical models and provide requisite training, documentation and support to bank. Training is to be provided by vendor to the UCO Bank Team.

The bidder should provide the required software, licenses etc. for successful implementation of the proposed solution. **The location address will be shared to the successful bidder.**

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 company registered in India under the Companies Act 1956/ 2013 and in existence in business in India at least for the last five years as on RFP submission date.	The Certificate of Incorporation, PAN, TAN, GSTIN along with the copies of Memorandum and Articles of Association are required to be submitted along with the eligibility bid.
2	The Bidder should have a minimum annual turnover of Rs.20 Crore in each of the last three financial years i.e. 2016-17, 2017-18, 2018-19.	Copy of the audited balance sheet of the last three financial year's i.e. 2016-17, 2017-18, 2018-19 should be submitted.
3	The bidder should have operating profit during the past 3 financial years i.e. 2016-17, 2017-18, 2018-19	Copy of audited balance sheet of the last three financial years i.e. 2016-17, 2017-18, 2018-19 should be submitted.
4	<p>The Bidder/OEM should have the experience of having implemented/ under Implementation of an Advanced Data Analytics Solution in India in at least One Schedule Commercial Bank that has</p> <p>a. Minimum raw data size of 3 TB for Data Warehouse solution and</p> <p>b. Business turnover/ Business mix during the last financial year (2019-20) of Rs 2,00,000 Crore and above in India.</p>	Copy of purchase order along with Satisfactory Client Certificate /Reference Letter mentioning the status of implementation of the project is to be submitted.
5	The Bidder should have sufficient skilled staff and Project Managers having expertise of minimum 5 years in the field of analytics / big data / AI / ML and must hold Certification in analytics / data engineering / AI / ML with reputed institutions.	Self-declaration to this effect on company's letter head should be submitted along with the Bio-data of the Project Managers with valid certifications.
6	The proposed product for Advanced Data Analytics Solution should have	Copy of purchase order along with Satisfactory Client Certificate

	been implemented/ under implementation and running in any scheduled commercial bank in India.	/Reference Letter mentioning the status of proposed solution is to be submitted.
7	The Product/s proposed for Advanced Data Analytics solution should not be on open source platform.	Self-declaration to this effect on the company's letter head should be submitted
8	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.
9	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.

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 to 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

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of **Rs. 30,000/- (Rupees Thirty Thousand Only)** with GST in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata.

The tender document may also be downloaded from the bank's official website www.ucobank.com. The bidder downloading the tender document from the website is required to submit a non-refundable fee of **Rs. 30,000/- (Rupees Thirty Thousand Only) with GST** 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:

Bank details for Tender Fee	Address for Obtaining printed copy of RFP
Account Number-18700210000755 Account Name- M/s H O DIT Branch- DD Block, Salt Lake branch IFSC- UCBA0001870 MICR-700028138	UCO Bank Head office, Department of Information Technology 7 th floor , 3&4 DD Block, Salt lake City, Sector-1, Kolkata – 700064 Ph. No.- 033- 4455 9433/9770

4. Earnest Money Deposit

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

Particulars of Job to be undertaken	EMD
Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solution	Rs. 15,00,000/- (Rupees Fifteen Lakh Only)

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. 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.

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting.

7. Modification and Withdrawal of Bids

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

8. Information provided

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

9. Clarification of offer

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

10. Late Bids

Any bid received by the Bank after the deadline (Date and Time mentioned in Bid Details table / Pre Bid / subsequent 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 Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solution (Technical Bid)** and -- **RFP for Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solution (Commercial Bid)** respectively should be put in a single sealed outer cover duly sealed and super-scribed as- "**RFP for Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solution** " as per the below mentioned diagram and as per bid details given in the RFP.

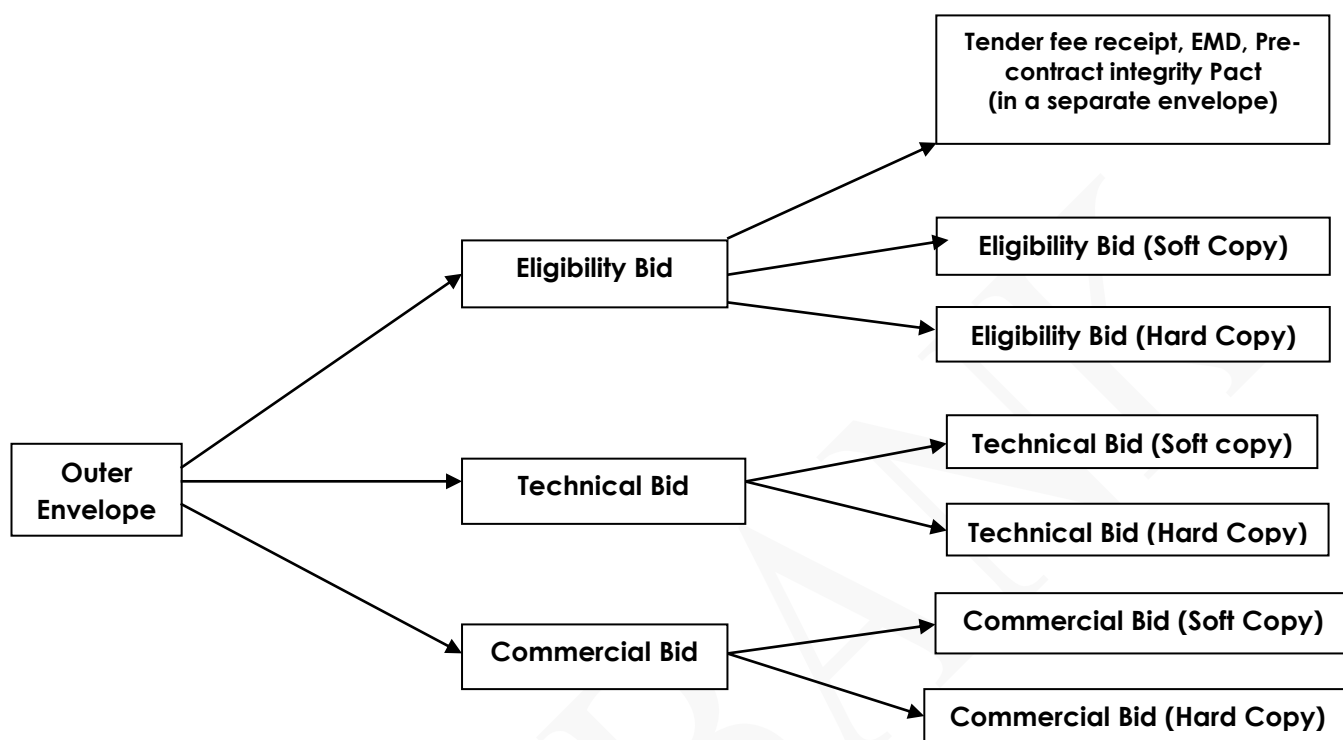
The bids (along with soft copy) shall be dropped/submitted at UCO Bank's address given in Bid Control Sheet Table, on or before the date specified therein.

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 – IX**.

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 – VIII** 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 warranty/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

b) Ms Vijayalakshmi R Iyer

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

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

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:

The Bank will evaluate the technical bids received in response to the RFP as below:

Bidders will be evaluated against the eligibility criteria mentioned in Annexure V. The bidder has to comply with all the eligibility criteria without fail. The bid will be evaluated as per the Evaluation Matrix given below. Further, the bidder needs to provide necessary details/documents for scoring against the maximum marks mentioned below.

Sl. No	EVALUATION CRITERIA	MARKS
1.	Data Analytics Implementation Experience : Maximum of 5/ Minimum of 1 reference can be provided of which at least one should be a scheduled commercial bank within India. a) Each Reference for successful implementation is given a score of 25. (i.e. Max of 125: 5*25) for successful implementation in any scheduled commercial Bank. Format for submitting reference : b) For under implementation , score of 15 Marks per reference (Max Marks 75 (15*5 Reference)) c) Reference Letter for implementation/under implementation to be submitted for each Reference along with detailed scope of work from each reference on bidders letter head with authorized signature and seal.	125

2.	Technical Requirements For Solution Provided as per Annexure VII	200
3.	Response to Functional Specification as per Annexure VI	200
4.	<p>Project Team:</p> <p>The key parameters for evaluating the team members would be:</p> <ul style="list-style-type: none"> • Qualification & Certification on relevant areas. • Total experience working in fields: DA, BI, ETL, MDM, ML, AI etc. • Number of similar analytics assignments handled <p>Note: Bidder has to provide at least one dedicated resource as Project Manager during entire project period. CV has to be submitted as per format given in Annexure XXV for each resource allocated for this project. (Annexure-XXVI)</p>	75
6.	<p>Demo and Presentation* submitted by the bidders covering product features, support, infrastructure, implementation and Maintenance strategy, company's financial and project management capabilities etc.</p> <ul style="list-style-type: none"> • All mandatory fields as per As per Annexure-VI to be demonstrated. • Implementation approach and methodology submitted along with Technical Bid to be explained in presentation. 	200
Total		800

***Based on Bidders technical presentation and demonstration maximum of 200 marks will be allotted to them. During the evaluation, bank would be scoring the presentation made by the bidders at the Bank's premises across the areas laid out in the table below.**

Technical Presentation on Proposed Solution	Score
Demonstration of Functional specifications of proposed solution.	100
IT architecture, approach and methodology	60
Execution Competency (Solution Accelerators, Functional & Technical Competency)	40
Total	200

Notes:

- The bidder has to score minimum of **80% overall marks** to qualify for Commercial Evaluation.
- Bidder should score at least **80% marks** in the technical evaluation - Technical Requirements as per Annexure VII to qualify for commercial bid. Bank reserves the

right to disqualify the bidder if any mandatory requirements are not available in the solution.

- Bank reserves the right to normalise the evaluation criteria by reducing the minimum qualifying marks
- Bidder should score at least 80% marks in the technical evaluation – Functional specification as per Annexure VI to qualify for commercial bid.
- Bidder to provide required Hardware specification (Annexure XXII) for proposed solution along with implementation approach and methodology.
- Demo and presentation to be made by the Project Manager to be deployed for the Project, along with the proposed team; time allotted for presentation – 120 minutes including question answer session
- Documentary evidence must be furnished against each of the above criteria along with an index as required by Bank.
- All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of above criteria, should be highlighted.

3. Commercial Evaluation

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

- 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

1. Scope of Work

The objective of the exercise is to engage a vendor for supply, installation, implementation, post-implementation onsite operations and support of end to end data analytics and business insights solution (On bank Premise Implementation) in UCO Bank.

The selected bidder will implement the analytics models at UCO Bank by going through a detailed step by step process of analytics implementation. These includes detailed requirement gathering, technical design, data extraction, data preparation, data quality, model development, model validation, model testing, model deployment, model recalibration, go-live and information delivery. The vendor is also required to build the analytical models and provide requisite training, documentation and support to bank. The selected bidder has to provide the Perpetual Enterprise Software License of the proposed advanced data analytics solution to the Bank. Training is to be provided by vendor to the UCO Bank Team.

1.1 Requirements Collection

- Interact with business teams, gather, and finalize functional requirements for each of the business functions and models identified for each phase of the implementation roadmap.
- Formulate analytical problems and hypothesis based on business and process insights
- Incorporate global best practices while defining requirements
- Document business processes to identify key steps where analytics could be embedded.
- Perform detailed systems analysis and undertake data discovery and prepare data requirements document.
- Administration and maintenance for end to end data analytics solution.

1.2 Data Discovery, Extraction, Preparation and Loading

Bidder should carry out below process during ETL but not limited to the following

- ❖ Consolidation of data from various source systems.
- ❖ Ensure data consistency
- ❖ Format standardization

- Development of reporting and analytical Data Mart for various banking segments as identified by Bank, by integrating and cross-relating identified sources for supporting analytical and statistical model implementation.
- Extraction of data from various source systems but not limited to the following ((Transform data on batch or real- time basis)
 - ✓ Domestic and Overseas CBS (Finacle 7x upgraded to Finacle 10X),
 - ✓ Treasury,
 - ✓ Internet Banking ,
 - ✓ Mobile Banking/ M-Wallet/UPI
 - ✓ ATM Switch ,
 - ✓ GBM ,
 - ✓ LOS ,
 - ✓ Financial Inclusion ,
 - ✓ HRMS
 - ✓ Biometric
 - ✓ Finance Central Office etc.
- Connect to leading databases identify, profile and validate reference data from source system as follows but not limited to the following
 - ✓ Oracle,
 - ✓ MS Sql,
 - ✓ My Sql,
 - ✓ Postgress
- Capability to work with Big data, unstructured data sources viz. social media, call center data etc.
- Provide interface for managing and monitoring ETL activities. Auto Discover ETL failures, redundant data analysis, identify data integrity and quality issues.
- Discover patterns within data, structure discoveries, frequency distribution.
- Data profiling, prepare data flow design, data mapping routines, metadata etc.
- Audit trails / Data change management – Maintain and manage history.

1.2.1 Data Quality and Master Data Management

The Bidder should focus on below aspects of data –

- ❖ Completeness
- ❖ Consistency

- ❖ Timeliness
- ❖ Accuracy

The Bidder should propose a solution which is capable of –

Data Profiling - Provide profiling capabilities for various different data sources with inbuilt pattern frequency analysis, primary key/foreign key relationship analysis, gender analysis etc. to just name a few features.

Data Enrichment - Updation of data by completing data available from various source systems. It helps in standardization of data across the bank. The solution to have India specific libraries and knowledge base.

Control and Monitor – It includes rules which are applied to both raw and corrected data to monitor quality issues which may arise from time to time. It also aids in publishing a metrics on data quality.

1.2.2 Data Engines

Data warehouse/ Repository must deliver strategic and operational analytics throughout the organization so that users can access a single source of consistent, centralized, integrated data. Support of multidimensional analytic engine, Data cubes feature which deliver sophisticated calculations using simple query.

Data warehouse should act as a central repository which will be a single version of truth. It should store granular level of data and the summarized data.

Bidder should propose the data engines as below:

a. Data Repository:

Data Repository design constitutes the fundamental solution for integrating and cleansing heterogeneous data sources across multiple subject areas so that data is consistent, easily reused, and guaranteed to meet requirements across the enterprise. Data Repository must deliver strategic and operational analytics throughout the organization so that users can access a single source of consistent, centralized, integrated data. Data warehouse should act as a central repository which will be a single version of truth. It should store granular level of data and the summarized data. Data warehouse should be capable of processing large amounts of data. Data model should be adaptable taking into account future modifications.

b. Big Data:

Big Data would be used for capturing, storing, archiving, and refining semi-structured and unstructured data. This is a data engine to store semi structure and unstructured data and apply analytical capability on that data.

c. ODS (Operational Data Store):

Operational data store accumulates the data that are needed for operational reporting. The solution proposed should have the ability to store most recent, granular and integrated data from various data sources. The data from various data sources can be sourced, integrated on a near real time / right time frequency for operationalization.

d. Virtual Query Layer:

Bidder should propose a virtual query layer with the ability to execute a query that can dip in and push down processing into multiple engines. This virtual query layer should be able to give a single access layer to access data from multiple data engines in a single request. This virtual layer should use push down approach to minimize the data movement between multiple data engines.

e. In-Memory analytics layer:

Bidder should propose in-memory analytics for business intelligence workloads for faster advanced analytics and exploration capabilities on EDW/Data Repository and big data datasets. In Memory should work on principle of loading and distributing all data involved in a particular analytic dataset into the available (combined) RAM of multiple servers in a cluster, and providing complete end to end processing of that data directly from RAM minimizing IO latencies & enabling analytic jobs in parallel directly against data in memory.

f. Augmented Artificial Intelligence (AI) and Machine Learning (ML)

Augmented artificial intelligence (AI) analytics capabilities quickly surfaces key insights in the datasets, data enrichment features that automatically recommend new elements for analysis, machine learning (ML) capabilities.

1.3 Model Building

1.3.1 Selection of probable models, verify model assumptions and selection of estimation methods.

1.3.2 Build analytical models on training data.

- 1.3.3** Develop information delivery framework leveraging analytical reports, dashboards, and alerts.
- 1.3.4** Perform advanced analytics in areas such as Big data and social media analytics.
- 1.3.5** Variable selection, derivation and validation.

1.4 Development & Implementation

- 1.4.1** Implementation should adhere to timelines as specified Point No. 6 implementation Roadmap
- 1.4.2** Document on implementation approach and methodology to be submitted with technical bid and to be explained during Demo and presentation as specified in Eligibility Evaluation.

1.4.1 Business Requirements:

- 1.4.3** The bidder must do in-depth study of all business requirements and design and implement a solution taking them into account. The solution should be adaptive and responsive to requirements which may arise in future. The bidder's proposed solution must comply with the functional and technical requirements mentioned in Annexure -VI and VII. The business requirements have been covered in the below section but not limited to the below list :

1.4.1.1 Analytical Customer Relationship Management:

Based on the Customer analytics, segmentation analysis and the past Campaign analysis, the Solution should provide the next best offer which the customers are most likely to take up. The Solution should also provide detailed information on the channel usage – which, when and where of the customers use of the channels, frequency of use by channel, by product, by value, whether a customer prefers certain channels over others, which channels provides the most value to the customer, what are the channel costs and profitability, etc. Users can leverage this information while planning changes in the existing channel structure, introducing new channels and migration of customers to low cost channels.

Analytical Customer Relationship Management layer should be capable of:

- Performing Customer Segmentation & Profiling.
- Design and track Campaigns for customers based on various customer analytical parameters
- Close-loop with Campaign Responses derived out of various channels

- Integration with Analytics Platform, Marketing Performance Tracking, Feedback Analysis, turnaround time (TAT) driven request processing, Marketing return of investment (ROI) Analysis, Roles for user access etc.

The Solution should deliver offers to customers based on their Real-Time/past interactions. The offers should be Omni-Channel with uniformity across various channels that the customer uses to interact with the bank. The Solution should be able to perform:

- Automatically make the right decisions backed by business rules and analytics insights
- Deliver appropriate offers to the customers based on their past/current behavior patterns
- Should be able to analyze all types of data including customer's historical information.

Customer Profitability:

Customer profitability is a key metric which would take into account products bought by the customer, channel used by the customer and the volume of business in each product. The Bidder needs to build dashboards to analyze profitability from different viewpoints.

The bank should be able to gain insights and information for each customer for accordingly cross selling, up selling and offering services. The bank can also influence channel usage as suited to a customer and which would be more profitable for the bank. Relationship marketing strategy should be designed for customers to maximize customer profitability.

Banks should also be able to identify unprofitable customers using this model. The findings would also include cost and income drivers which would be used to calculate profitability.

Single View of Customer (SVOC):

The bank intends to become customer focused by having a 360 degree view of a customer. It will capture and present all the information related to customer at a single place. It would include profile of the customer and all the transactions done by the customer in addition to the products bought by the customer and other information. Steps to consider to arrive at SVOC:

- Removing customer duplicates which may exist in the system. These duplicates may arise due to a single customer holding multiple accounts. Duplicates need to be identified by matching the customer information across the database and

finding the customer. All the duplicates need to be removed so that all the customers can be viewed through their single and unique customer ID.

- Duplicates which currently exist across multiple systems need to be removed.

These duplicates may be due to non-banking products owned by the customer in addition to the core banking product. Non-banking products may be life insurance or some other product. These duplicates need to be removed and grouped so that all customer information can be viewed at a single place. It would help in further cross selling and up selling of products to the customer.

An extension to customer de-duplication activity would be customer house holding, using the same solution, which shall assist in cross-sell/up-sell.

Campaign Management:

Implemented solution should be used for improving marketing campaigns launched by the bank. Campaign analytics should indicate the best product to be sold to an existing customer based on his profile, behavior and transactions. Also, analytics should point out the channel which should be used to reach the customer along with the preferred timing. In addition to the above list, the value of product should also be specified by the analytic solution. Banks can leverage such information to execute marketing campaigns effectively to increase efficiency of marketing campaigns. The bank can also migrate customers to a low cost channel based on the information provided to increase customer profitability. Bank can also introduce low cost channels based on the information generated.

Customer Churn or Retention Analysis:

Scoring models need to be developed to identify customers who may leave the bank and the reasons leading to customer churn. So, that bank can initiate a dialogue and stop the customers from leaving the bank. This analysis would also help bank in gaining insights into processes or products which are not going well with the customer. It would help to retain customers and increase lifetime value of customers.

Cross Sell & Up Sell

Creation of single view of customer and customer analysis should be used by the Bidder to create application for assisting bank for cross selling and up selling to a customer. Based on customer information, the bank should be able to identify valued product which could be purchased by an existing customer. The application should also be capable of pointing the best suited timing to approach a customer. It may be based on past behavior and transactions of the customer. The

application should also point to the best channel to reach the customer for cross and up sell.

Risk Analytics

Banks often face high risk of credit repayment defaults by customers. Decision makers try to reduce this risk by creating and analyzing a 360 degree view of customers. The proposed tool should enable Bank to facilitate the following-

- ✓ Get detailed insight into all kind of credit products like loan, casa and so on in the same dashboard.
- ✓ View current balance of all products by segments to know which product entails high risk based on volumes and make necessary arrangements.
- ✓ Take prophylactic measures by analysing and comparing counter party exposure limit by agreed upon limit. Analyse every counter party in details by knowing their exposure limit, whether the limit has crossed or not.
- ✓ Check risk level based on colored indicators that represent customer portfolio risk as per pre-defined market standards.
- ✓ Compare trend across product segments and define top and bottom customers to gauge default possibility.
- ✓ Compare counter party credit risk variance as per week, month and year to see the changes in the capital involved and avoid unnecessary defaults.

This kind of analytic platform helps Bank to mitigate the underlying risk and adhere to regulatory compliance and maintain transparency.

1.5 Credit Monitoring Analytics

- ✓ Management can view current status of loans by selecting categories like sectors (e.g. Retail, Agriculture, MSME, Corporate etc.) , various limit buckets (e.g. below 10 lakhs, upto 25 lakhs, above 1 cr. Etc.).
- ✓ Daily sanctioned/disbursement, outstanding, top borrowers.
- ✓ Monitoring the quality of loans in terms of pending review/renewal, stock statements, SMA, NPA etc.
- ✓ Monitoring the performance of recovery of the bad loans.

It enables Bank to make accurate disbursement decisions, monitoring credit portfolio.

1.6 Executive Dashboard

Comprehensive dashboard should be provided to the Top executives.

- ✓ Get a 360 degree view, quick and accurate insights of their key performance indicators (KPI) to take informed decisions and avoid surprises.
- ✓ Compare current year achievements against previous years. Track the negative and positive growth, understand the improvement in performance and identify factors affecting these variances.
- ✓ Analyse sales performance of various product line such as Loans, Savings Accounts, Current accounts, ADC products and ancillary business etc. Track factors affecting products and compare sales against budget.
- ✓ Trend analysis based transaction details.

1.7 Predictive Modeling/Data Mining

Predictive modeling will be based on availability of granular level of data on which predictive models can be build. It will help to predict future NPAs, cross sell, up sell, prospect customers and other business parameters which may assist the bank. The Bidder is responsible for providing predictive modelling and accurate output for a variety of parameters. The list and process will be explained to the bank to get an approval on the process flow. Predictive modelling will assist in scoring each customer and then predicting future behaviour of the customer. Bidder should propose the analytical modeling technology such that it should be capable of leveraging the computation power of the database/appliance platform and run scoring models within, when required.

Data mining will be used to access data which would help management to gain business insights. The extracted data needs to be visualized with visual and graphical tools. These insights would be related to product, customers and all other banking data.

1.8 What If Analysis

Every decision is made on the basis of intensive and time consuming research. Facts and figures are gathered from multiple sources as they have high business impact. Even the very minute ignorance in the details can risk to the performance of the Bank.

- ✓ Determine the impact of decision on profitability.
- ✓ Use it to make Bank to understand the effects of changes in business decision.

- ✓ Create various scenarios by modelling various products with ranges of cost variables and understand their outcome and impact on revenue. Make informed decisions about products and better prediction to avoid risks.

This type of analysis enables Bank to take proper business decision, designing new products etc. based on gathered facts and figures.

1.9 Validate & Deploy

1.9.1 Testing & QA

- Validate model and check goodness of fit (Receiver operating characteristic Curves, Lift Curves) based on defined framework
- Test other aspects (Unit Testing, System Integration Testing, UAT, Post-Deployment testing, QA testing).
- Document validation and testing criteria and steps which include providing statistical insights of analysis results

1.9.2 Modification/ Recalibration

- Fix bugs found during testing
- Modify solution based on user feedback
- Subsequent testing of revised solutions

1.9.3 Operationalize

- Training is to be done for Banks Analytics Team and End-Users (both classroom and hands-on mode)
- Preparation & submission of soft copies of training material and end-user manuals.
- Sessions must cover Analytical modeling, Statistical modeling, Reporting etc.

1.9.4 Reporting Requirements

- Vendor has to develop reports (ad-hoc, analytical, tabular, dashboards, and alerts) as an information delivery mechanism to the business users. Results generated to be made available to the users based on their roles and needs.
- The layout and format of the reports should be in a form consumable by the information consumers and as approved by UCO Bank. The users should also be able to do basic activities such as sorting, filtering, slicing, dicing and drill down.

- Data visualizations for the dashboards should be interactive with the support ranges of graphical representation e.g. Bar, Pie, line charts etc. capability of geospatial mapping, trend analysis for pixel perfect reporting.
- Interface should be provided and proper training has to be given to Bank team so that enable Bank to prepare customize report as on when required.
- Facility should be provided to build quick data capture form for capturing data from various Bank levels. Moreover maker-checker concept is to be implemented in entry screen.
- Banking hierarchy (Head Office level, ZO Level, Branch Level etc.) should be maintained in all type of Reporting and Dashboard.

Vendor is expected to build types of reports including but not limited to the following:

a. Ad-hoc Reports:-

Users will be able to perform ad-hoc analysis represented through customised ad-hoc reports for decision making by Top management. These are users who have business knowledge and technical knowhow. Vendor is also expected to perform ad-hoc analysis.

b. Analytical Dashboards:-

Dashboards will be built based on the business requirement. These will be essentially targeted towards Top management. There should also be functionality to drill down on a metric (to a separate dashboard or to a separate report) to analyse the cause of a particular event/trend. This movement between dashboard layers should be smooth. The data for the dashboards may be refreshed automatically/ on-demand.

Solution should provide heat maps based on multiple parameters as required by bank customized to zone (geo polling), state, district wise etc.

c. Simple Reports:-

These are simple tabular reports. These are required to show detail level data in easily consumable formats. These are typically used by junior/middle management.

d. Alerts:-

Alerts must be generated at specific events based on business requirements including but not limited to turn-around time breach alert, ideal/non allocated lead alerts, Sales target alerts, risk benchmark breaches, exposure breaches, fraud alerts. Such alerts would be consumed across multiple levels and teams basis business needs.

The reports/dashboards should have standard options including but not limited to export to Word/Excel, HTML, XML, XBRL, CSV, PDF etc., printing options, email, SMS options etc.

1.10 Support Model

Post the solution launch and production migration and testing, the Bidder is to provide Post Launch Support Service so as to address day-to-day queries, de-debugging requests and system investigations.

2. Onsite Support - Resources:

- All the resources provided for monitoring of the products & administration of the solutions shall be OEM certified in respective areas of operation.
- It is mandatory for the bidder to provide dedicated onsite resources required for 8.00 am to 8.00 pm schedule , Resources should have minimum of 2 years of experience in relevant fields. Please refer to Annexure- XXIV
- For Reporting and timings the following shall be ensured :-
 - The onsite team shall report to Bank personnel / Bank authorized representative.
 - Shall operate from the Bank's Corporate/Head office .
 - In case of exigencies even during off business hours / Bank holidays/ Drill, the resources will be required to be present onsite.
 - An equivalent replacement with knowledge of our site to be given in case the designated resource is unavailable.

2.1 Scope of Support

Technology related support

- Installation of third party software if any.
- Daily ETL and Data Repository preparation.
- Creation and customization and maintenance of adhoc reports, modules and analytics Dash Board.
- End to end Application and DB support.

Functional support

- Step by step guide to generate output.
- Detailed explanation of effectiveness measures.

3. Security Requirements

The vendor has to comply with the IT (Information Technology) / IS (Information Security) policy of the bank and work within the purview of the IT / IS policy in key concern areas relevant to the RFP. Some of the key areas are as under:

- 3.1 Responsibilities for data and application privacy and confidentiality
- 3.2 Responsibilities on system and software access control and administration
Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor.
- 3.3 Physical Security of the facilities
- 3.4 Physical and logical separation from other customers of the Vendor
- 3.5 Incident response and reporting procedures
- 3.6 Password Policy of the Bank
- 3.7 Data Encryption/Protection requirement of the Bank

Detailed security requirement of the Bank will be shared with the successful bidder.

The model developed or customized should follow a standard development process to ensure that it meets all (functional, security, performance & regulatory etc.) requirements of the Bank.

4. Analytics Solution logging capabilities

Implemented solutions should have features pertaining to security and logging which will cover functionalities around:

- User activity logging (reports runs, data deleted etc.).
- System activity logs around the following system query runs, batch report extractions and master data/operational data deletions/modifications.
- Application error and crash logs (e.g. data ingestion errors, failed sanity checks, API errors etc.).

Part-V

1. Order details

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

2. Delivery and Installation

The selected bidder has to ensure the delivery, installation and implementation of the proposed solution to be completed within 12 months from the date of issuance of the Purchase Order as per the Phase Implementation Schedule mentioned in Clause No. 6 of the RFP. The delay period of site readiness will not be included in above-mentioned delivery and installation period.

3. Contract Period:

The selected bidder need to execute a Service Level Agreement (SLA) with Bank covering all terms and conditions of this RFP. SLA will cover performance and availability of the solution deployed. The contract period will be for a period of **five years (05)** from the date of execution of Agreement. The performance of the selected bidder shall be reviewed every quarter. Any offer falling short of the contract validity period is liable for rejection.

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

4. Warranty/AMC &ATS

The Selected Bidder must provide **2 (Two) years** comprehensive on-site warranty after completion of Implementation, which should be completed within 1 Year from the date of issuance of Purchase Order for End to End Data Analytics and Business Insights Solution. The **Onsite FM Service** for the solution to be provided for the whole contract period **i.e. 5 years including implementation & warranty period**. Bidder will provide ATS from fourth year onwards (4th Year & 5th Year).

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

5. Payment Terms

The payment will be released to the vendor as per the payment schedule defined as below:

a. There will be no advance payments. There will be no interest on late payment.

b. Phase wise payment of the solution is as below

Sl. No.	Milestone	Timeline	% Amount to be paid towards Application License & implementation Cost
1	Phase I	Completion of Phase I sign off.	a. 40% of Total Application License Cost b. 30% of Implementation Cost
2	Phase II	Completions of Phase II sign off.	a. 30 % of Total Application License Cost b. 30% of Implementation Cost
3	Phase III	Completions of Phase III sign off.	a. 30 % of Total Application License Cost b. 40% of Implementation Cost

The Vendor shall submit draft deliverables as per the time line indicated above.

c. The Payment Schedule for other License cost (except Application License Cost) will be as follows:

90% of the order value along with GST and other applicable duties on actual basis will be paid on delivery, installation and acceptance of ordered items, after realizing penalty charges for late delivery and / or late installation, if any.

Remaining 10% of the order value (i.e. the residual amount) will be paid after completion of the Warranty period or on submission of Performance Bank Guarantee issued by a PSU Bank for equivalent amount and tenure to the respective PO issuing authority. This Bank Guarantee is in addition to the 10% Security Deposit.

d. Payment Schedule for Training Cost :

- Payment of End User Training Cost will be made after successful completion of the respective training.
- Payment for Technical & Operational Training Cost will be made after successful completion of the respective training.

e. The Payment Schedule for ATS on Software License cost will be as follows:

1. Quarterly Basis in arrears for 4th year.
2. Quarterly Basis in arrears for 5th year.

f. FM Cost will be paid on quarterly basis in arrears. The payment for FM Services will be done from the date of commencement of services.

6. Schedule of Implementation:

IMPLEMENTATION ROADMAP AND SCHEDULE OF DELIVERY

The analytics implementation at UCO Bank is envisaged to occur in various phases.

There are 3 Phases in the implementation:

- Quick Start Phase
- Evolving Phase
- Transform & Maturity Phase

The description of each phase along with duties of vendor in terms of models to be implemented in a particular phase is given below. However during the implementation phase, Bank may change the schedule of implementation of modules based on its business requirement mutually agreed with the selected bidder. Indicative modules to be implemented in different phases is given as below:

a. Quick Start phase (0 to 3 months):

In this phase, the selected implementation vendor is expected to start implementing the Analytics framework through at least 3 (three) use cases to be identified by the Bank.

Phase Implementation Roadmap & identified use cases:

- Submit BRD & SRS documents
- ETL (Extract, Transform and Load) Process: Data Enrichment etc.
- Customer Segmentation.
- Branch Performance and profitability analytics.
- Migration of MIS reports (50-100 Reports)
- Executive Dashboards (for Top executives and Department heads)

b. Evolving phase (4 months to 7 months):

In this phase, the selected implementation vendor is expected to complete implementation of the Analytics framework through at least 10 (Ten) additional analytical / statistical areas identified by the Bank. The areas identified are:

- Customer Retention Analytics: Churn Prediction
- Event Detection / Event Based Marketing
- Spend Analytics (for cards business)

- Provide 360 degree view of customers across all touch points and channel management based on demography, profile, product portfolio, LTV etc.
- ATM and Branch Cash Optimization
- ATM and Branch Locations Optimization
- Cross Sell Analytics: Improving product cross-holding ratio
- Design and track Campaigns for customer's based on various customer analytical parameters.
- Asset Quality Optimization
- Customer Acquisition Scorecard - Prioritization
- Product Pricing Analytics:
 - Dynamic pricing models
 - Product Profitability
- Migration of MIS reports (100-200 Reports)

c. Transform & Maturity Phase (8 Months to 12 Months):

Module to be implemented for 8 to 10 Months:

In this phase, the intent is to build and deploy capabilities for wide-scale dissemination of analytical insights into the business results of departments.

- Customer Profitability
- Service Differentiation - Enhancing Relationship Value
- Product Penetration: Market Basket Analysis, Sales Volume Forecasting
- Customer Life Time Value and Customer Loyalty.
- Process Optimization: TAT Reduction in customer service
- Sales Target Setting & Budgeting models
- Channel Performance & Profitability, Channel Planning & Optimization.
- Web Analytics - Optimizing website usage
- Customer Social Network, Link and sentiment Analytics.
- Social Media Analytics: Sentiment Analytics
- Migration of MIS reports (200-300 Reports)

Module to be implemented for 11th & 12th Month:

- Deliver appropriate offers to customers in real-time based on their past and current behaviour patterns.
- Customer scoring – predict future behaviour of the customer.

- Cross-sell/up-sell based on customer house holding.
- Credit Scoring – Tagging customer credit worthiness etc.
- Customer Propensity modelling
- Customer Behavioural Analytics
- Lead Conversion Forecasting & Scoring
- Budget Forecasting & Target setting
- Loans underwriting Fund Flow and Cash Flow Optimization: Forecasting source and application of funds/cash
- Decision making based on business rules and analytics insights.
- Customer Feedback - Text, Semantic and Voice Analytics
- Support, Maintenance. Migration of all MIS reports.

Note: UCO Bank may at its sole discretion decide to review and alter the list of models during the course of the project. Further, Indian Bank may at its sole discretion decide to either include additional data categories/data fields for each model or exclude data categories/data fields already identified for each model in this RFP.

7. Uptime & Penalty

The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

Any financial loss to the Bank on account of fraud taking place due to Successful Bidder, its employee or their services providers' negligence shall be recoverable from the Successful Bidder along with damages if any with regard to the Bank's reputation and goodwill.

Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the Bidder

Penalties & Service Level Agreement

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

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

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

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

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

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

Bank will impose penalty for every instance of service un-availability Further if the number of downtime instances during a month exceeds 3 times, an additional 0.50% downtime will be reduced from uptime and the penalty will be calculated accordingly.

Penalties, if any shall be calculated for every quarter and recovered from the Annual Technical Support/AMC/. For calculation of penalty during warranty period, ATS/AMC Cost will be considered which will be deducted from the payment being paid towards on-site support facility being availed during warranty period. Wherever applicable as stated above while effecting any payment, deduction towards LD payment will be made. Hence the bidder should raise the invoice deducting the penalty amount.

8. Liquidated Damage

Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the un-implemented phases will be charged for every week delay in the specified implementation schedule (As per clause No.6) subject to a maximum of 10% of the total cost of ownership. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the Vendor or from the performance Bank Guarantee. Liquidated damages will be calculated per month basis. If the selected Bidder fails to provide any of the services after starting of operations, as per the terms of this RFP, the Bank shall be entitled to charge penalty/ liquidated damages @ 5% of the monthly bill, per week or part thereof.

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.

9. 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

10. 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 – X**, 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.

11. Price Validity

The selected bidder will be required to keep the price valid for a period of **6 months** from the date of technical bid opening. There shall be no increase in price for any reason whatsoever during the total contract period and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – IX during the price validity period of 6 months.

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 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.**

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 Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and

Business Insights Solution. 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. Training:

The Bidder is responsible for providing training to UCO Bank Team that covers both technical and functional spheres of the systems and solutions implemented.

- These representatives bring with them knowledge of existing applications, interfaces, constraints, information requirements, etc.
- Training needs of these team members (Technical & Operational Team and End User Team) will be in the following areas
 - a) Report customization
 - b) Coding and other techniques to extract data from the solutions for user-specific analysis
 - c) Cover specific analytics concepts used in the models built such as hypothesis formation, profiling, sampling of data, various transformations of data sets, variable selection, model development, model validation, testing, results interpretation and recalibration steps and procedures so that they can refresh/recreate the models/analysis independently once the solution is in place.
 - d) Run through the metrics that measure model effectiveness to ensure UCO Bank teams are aware of model scope and effectiveness (Goodness of fit, Chi-square tests, R-square, Gini Co-efficient, Information Value)

42.1 Training Location

Training will be conducted in UCO Bank premises.

42.2 Mode of Training

The Bidder shall provide the trainings in classroom & hands-on mode.

42.3 Training Documents

Each implemented model must have a model document which explains the core functionality of the model and method used to develop the model.

The documentation needed in terms of methods followed across various steps of modelling has to be provided in a readable and understandable format and ensure that all the intricacies from data extract to model implementation are covered in the trainings.

The Bidder will be responsible for preparation & submission to UCO Bank soft copies of the training material and end user manuals. End user manuals should cover "how to use" concepts for all modules of the solution being implemented.

42.4 Training Effectiveness

UCO Bank will measure the effectiveness after the completion of the training through training feedback forms. The bidder should obtain training feedback after each session and address inadequacies if any.

44. Source Code:

The source code /object code / executable code (for the purpose of this RFP may be called as implementation code) and compilation procedures of the analytical models/solutions and reporting solutions that the Vendor creates/uses as part of the Analytics implementation for the purpose of this project should be provided to the Bank after successful UAT or escrow arrangement should be put in place. All necessary documentation in this behalf should be made available to the Bank. In case of Escrow arrangement, complete details and the location and the terms and conditions applicable for escrow must be specified. Escrow arrangement of application software source code and for the modification done for the Bank should be provided. 50% of the cost for the Escrow will be borne by the successful bidder and the rest 50% will be borne by the Bank

- Any update or upgrade to source code should be informed and brought under Escrow or made available to the Bank.
- All the customization/ development carried out by the vendor will be the property of the bank.

45. Services:

- All professional services necessary to successfully implement the proposed

solution will be part of the RFP. These services include, but are not limited to, Project Management, Training, Deployment methodologies etc.

- The bidder should submit as part of technical Bid an overview of Project Management approach of the proposed solution.
- Bidder should ensure that vendor's key personnel with relevant skills are always available to the Bank.
- Bidder should ensure the quality of methodologies for delivering the services and its adherence to quality standard.
- Bidder should be willing to transfer skills to relevant Banking Personnel by means of training and documentation.
- For every change request Vendor should provide detail effort estimates to the Bank including the code change requirements, affected applications, resource requirements, testing requirement, time required to implement the changes etc.
- Bidder should provide and implement patches / upgrades / Software / OS / Tools/ Middleware etc as and when release by the Vendor/OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all release /version change.
- Bidder should obtain a written permission from the Bank before applying any of the patches / upgrades / updates.
- Bidder has to support older versions of the software / OS/ Tools / Middleware etc in case the Bank chooses not to upgrade to latest version.
- Bidder should provide maintenance support for Software / Operating System/ Tools / Middleware over the period of contract.
- All products updates, upgrades & patches should be provided by the Bidder/Vendor free of cost during support period.
- Bidder should provide legally valid software solution. The detail information on license count and type of licenses should also be provided to the Bank.

46. 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 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:

47. Preference to Make in India

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

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

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

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- If L1 bid is not a 'Class-I local supplier', 50% of the order quantity in to shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local

supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price for remaining quantity and so on , and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers then such balance quantity may also be ordered on the L1 bidder.

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

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

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

- "Local content" means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- "**Class-I Local supplier**" means a supplier or service provider whose product or service offered for procurement has local content equal to or more than 50%.

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

3. Verification of Local Content:

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

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

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

48. Restriction on Procurement Due to National Security

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

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

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

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

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
1. In case of a partnership firm, the beneficial owner is the natural person(s) · who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
 2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 3. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 4. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- vi. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

(Tender offer forwarding letter)

Tender Ref. No.: DIT/BPR&BTD/OA/1289/2020-21

Date: 23/11/2020

To,

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

Dear Sir,

Sub: RFP for Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solution RFP Ref No. DIT/BPR&BTD/OA/1289/2020-21 dated 23/11/2020

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 "Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solution" 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 Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solution as per your purchase orders.

In the event of our selection by the Bank for Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solution, 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 ____ 2020.

Signature: _____

(In the Capacity of) _____

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

General Details of the Bidder

A. Profile of Bidder

1. Name of bidder:
2. Location

Regd. Office:
Controlling Office:

3. Constitution
4. Date of incorporation & Date of Commencement of business:
5. Major change in Management in last three years:
6. Names of Banker /s:
7. Name and details (designation and Phone no.) of Authorised Signatory:

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

	2016-17	2017-18	2018-19
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 (Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solution)

PSU Organization/BFSI		
Name of Organization	Period	
	From	To

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

Place: _____ Signature of Bidder: _____
Date: _____ 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 Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solution
RFP Reference No.: DIT/BPR & BTD/OA/1289/2020-21 dated: 23/11/2020

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 Noand the contract for the equipment and services offered for supply against this RFP No..... By the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No.....In respect of such 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
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Dear Sir,

In response to your invitation to respond to your RFP for Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solution, 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 Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solution.

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. 15 Lacs (Rupees Fifteen 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 Fifteen 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 Fifteen 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 company registered in India under the Companies Act 1956/ 2013 and in existence in business in India at least for the last five years as on RFP submission date.	The Certificate of Incorporation, PAN, TAN, GSTIN along with the copies of Memorandum and Articles of Association are required to be submitted along with the eligibility bid.	
2	The Bidder should have a minimum annual turnover of Rs.20 Crore in each of the last three financial years i.e. 2016-17, 2017-18, 2018-19.	Copy of the audited balance sheet of the last three financial year's i.e. 2016-17, 2017-18, 2018-19 should be submitted.	
3	The bidder should have operating profit during the past 3 financial years i.e. 2016-17, 2017-18, 2018-19	Copy of audited balance sheet of the last three financial years i.e. 2016-17, 2017-18, 2018-19 should be submitted.	
4	The Bidder/OEM should have the experience of having implemented/ under Implementation of an Advanced Data Analytics Solution in India in at least One Schedule Commercial Bank that has a. Minimum raw data size of 3 TB for Data Warehouse solution and b. Business turnover/ Business mix during the last financial year (2019-20) of Rs 2,00,000 Crore and above in India.	Copy of purchase order along with Satisfactory Client Certificate /Reference Letter mentioning the status of implementation of the project is to be submitted.	

5	The Bidder should have sufficient skilled staff and Project Managers having expertise of minimum 5 years in the field of analytics / big data / AI / ML and must hold Certification in analytics / data engineering / AI / ML with reputed institutions.	Self-declaration to this effect on company's letter head should be submitted along with the Bio-data of the Project Managers with valid certifications.	
6	The proposed product for Advanced Data Analytics Solution should have been implemented/ under implementation and running in any scheduled commercial bank in India.	Copy of purchase order along with Satisfactory Client Certificate /Reference Letter mentioning the status of proposed solution is to be submitted.	
7	The Product/s proposed for Advanced Data Analytics solution should not be on open source platform.	Self-declaration to this effect on the company's letter head should be submitted	
8	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.	
9	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.

FUNCTIONAL SPECIFICATION

The weightage for this section is **200 marks**. The total scores will be scaled according to the total marks. The response to each line item under each functional head should be as per the table below.

Compliance	Description	Score	Marks
S	Standard feature- Readily available in solution	S	10
C	Customization required. Customization possible within the same solution proposed without adding 3rd party components and completion within stipulated timelines.	C	5

Sl. No	Analytics area	Complied (S/C)	Remarks
1	Customer Retention Analytics: Churn Prediction		
2	The Bank reserves the right to do Vulnerability Assessment and Penetration Testing (VAPT) audit of the solution provided by third party security auditors appointed by Bank periodically or as per regulatory guidelines. The vendor shall fix/ rectify the vulnerabilities and observations found by the IS Auditor free of cost and submit the final compliance/closer report/certificate from the Auditor. First IS Audit and VA/PT should be conducted prior to deployment of Data Analytics solution.		
3	Customer Life Time Value and Customer Loyalty		
4	Process Optimization: TAT Reduction in customer service		
5	Cross Sell Analytics: Improving product cross-holding ratio		
6	Behavioural Analytics: Customer Segmentation & Profiling		
7	Product Penetration:Market Basket Analysis, Sales Volume Forecasting		
8	Delinquency management: Pre- delinquency & Loss Forecasting		

9	Design and track Campaigns for Customer's based on various customer analytical parameters.		
10	Call volume service optimization /Forecasting		
11	Channel Performance & Profitability, Channel Planning & Optimization.		
12	Customer Acquisition Scorecard - Prioritization		
13	Customer Propensity modelling		
14	Lead Allocation/ Routing Analytics		
15	Lead Conversion Forecasting & Scoring		
16	Branch Performance & Profitability		
17	Customer Profitability		
18	Sales Funnel Management: Casualty analysis and Process optimization		
19	Sales Target Setting & Budgeting models		
20	Product Pricing Analytics: Dynamic pricing models		
21	ATM and Branch Cash Optimization		
22	Web Analytics - Optimizing website usage		
23	Budget Forecasting & Target setting		
24	Loans underwriting		
25	Product Profitability		
26	Service Differentiation - Enhancing Relationship Value		
27	Customer Feedback - Text, Semantic and Voice Analytics		
28	Asset Quality Optimization		
29	Concentration / Exposure Management (Simulation)		
30	Spend Analytics (for cards business)		
31	ATM and Branch Locations Optimization		
32	Customer Social Network/ Social Media Analytics: Link and sentiment Analytics.		
33	Event Detection / Event Based Marketing		
34	Fund Flow and Cash Flow Optimization: Forecasting source and application of funds/cash		
35	Product Penetration:Market Basket Analysis, Sales Volume Forecasting		
Total Marks			350

TECHNICAL REQUIREMENTS FOR SOLUTION PROVIDED

The weightage for this section is **200 marks**. The total scores will be scaled according to the total marks.

*The response to each line item under each functional head should be as per the table below.

Compliance	Description	Score
S	Standard feature- Readily available in solution	Full Marks as mentioned in Line Items
C	Customization required. Customization possible within the same solution proposed without adding 3 rd party components and completion within stipulated timelines.	½ of Max Marks as mentioned in each line item
X	Not available in the proposed solution/ require 3 rd party integration.	0

Sl. No.	Specification	Mandatory	Compliance (S/C/X)	Proposed Tool /Product and Version	No. of license required (Qty.)	Licensing Model	Remarks	Marks (Total 1000)
1	The solution needs to provide end-to-end data warehousing process, from enterprise applications and ETL tools to databases and Big Data platforms ensuring the timely delivery of trusted BI reports to our business users.	Y						30
2	Solution to be backed with Artificial Intelligence and Natural Language Processing (based on text structure and semantics analytics). Solution implemented (including NLP, AI	Y						20

	engines) should be on bank premise.							
3	Creation of users, groups and roles: The solution must enable administrators to assign role based permissions to be configured in order to control what solution features and data users can access.	Y						20
4	The solution must allow users to define hypotheses, analyze data, and visualize results without using the advanced query language	Y						20
5	The solution must allow users to build data queries with code-free “drag and drop”, “multidimensional maps” visual tools to enable non-technical personnel to easily find desired data across a combination of different sources.	Y						20
6	In memory processing & ETL integration support: The solution shall allow processing of data by storing it in RAM instead of writing it to disk. This allows users to blend big data sets on a solution, instead of doing the blends in the database. Solution should integrate with supplied ETL tool.	Y						20

7	The solution must provides tools to compile and prepare data for analytics, testing hypotheses, performing visualization, creating/sharing reports, or setting up custom alerts.	Y						20
8	The solution must allow users to create a visual (or graphic) outline of the content	Y						20
9	The solution must provide guidance to the users by suggesting the best possible representation of the data.							10
10	The solution needs to support plug-ins or advanced tools to expand data visualization capabilities.	Y						20
11	The solution must support specialized analytics and visualizations that provide a geographic, spatial and time context allowing users to easily depict physical features and geographically referenced data and relationships.	Y						20
12	The solution should offer predictive, prescriptive analytic capabilities that support the identification of meaningful patterns and correlations among variables in complex, structured, unstructured,	Y						20

	historical, and potential future data sets for the purposes of predicting events and assessing the attractiveness of various courses of action.							
13	The solution needs to help identifying the best outcome to events, given the parameters, and suggesting decision options to take advantage of a future opportunity or to mitigate a future risk.							10
14	The solution should let users analyze the root cause of certain events and behaviours.							10
15	The solution must provide performance analytics to address goals, objectives, and accountability. Performance analytics typically use a variety of KPIs including strategic scorecards; relevant comparisons against plans, budgets, forecasts, prior performance, and industry benchmark data; and the ability to drill down to root-cause details.							10
16	The solution must enable users to understand data by creating a summary of historical data and preparing the data for further analysis.							10

17	The solution must have the ability to let users create reusable data models to enhance future searches and analysis.	Y						10
18	The solution should allow users to examine large pre-existing databases in order to discover patterns and create predictive models that can validate new business insights.							20
19	The solution must permit import of third- party analytic models using Predictive Modeling Markup Language (PMML).	Y						20
20	The solution must have capabilities to search through data using natural language text and linguistic rules thereby making search function intuitive.							10
21	The solution needs to provide data-model- free analysis, in which any data attribute can be used as a 'fact' or a 'dimension' to enable users to find information without the need to rely on pre- defined data linkages.							10
22	The solution should have a capability to convert unstructured text data into meaningful data for analysis.							10

23	The solution must provide statistical tools to analyze and draw inferences from data.							10
24	It should query hybrid, columnar, and array- based data sources, such as Hadoop, MapReduce, or other NoSQL databases, to take advantage of the full range of business data.	Y						20
25	The solution must have the ability to gather and analyze data from social media sources such as Facebook or Twitter and combine the data with other information, to provide a complete view of relevant activity.	Y						20
26	The solution should enable users to run on- demand, ad- hoc reports to visualize data based on various criteria.	Y						20
27	The solution must provide Dashboards so that users can get a snapshot view of important conditions,trends, and exceptions.	Y						20
28	The solution needs to support custom dashboard views that can be configured and shared between users to provide relevant views into analytical data and trends.	Y						20

29	The solution must allow users to share information and interact via discussion threads, chat capabilities, and annotations to facilitate decision making and content analysis.							10
30	The solution should provide a drill-down capability to access details directly from the dashboard.	Y						20
31	The solution must support OLAP, also known as 'slicing and dicing' analysis, to enable users to analyze data with fast query and calculation performance.	Y						10
32	The solution's OLAP capabilities should be able to span a variety of data architectures (such as relational, multidimensional, or hybrid) and storage architectures (such as disk-based or in-memory) in order to integrate with all available data.	Y						20
33	The system's OLAP capabilities should possess the ability to drill up, down, across, and through the data, in order to make the analysis as clean and comprehensive as possible.	Y						20
34	The solution should provide an API (Application Programming Interface), Web Services for custom integration with	Y						20

	other solutions.							
35	The solution should be able to integrate with MS Office Applications.							10
36	The solution should be able to integrate with big data software if required.							10
37	The solution should have the capability to integrate with external predictive tools or solutions to enhance analytical capabilities.							10
38	The solution must integrate with mapping solutions such as ESRI ArcIMS and Google Maps thereby allowing users to visualize the spatial component of business data.	Y						20
39	The solution needs to integrate with LDAP and/or Active Directory to tie into corporate user management.	Y						10
40	The solution should be able to deliver content to mobile devices (both admin and view), either in a published mode for view-only access or in an interactive mode to enable data manipulation.	Y						20
41	The solution should have the capability to utilize mobile devices' native capabilities to enhance mobile access, such as a touch-screen, camera, location awareness, and natural-language query.							10

42	The solution should allow users to manage business finances by providing an overview of balance sheets, P&L, debtors, creditors, etc.							20
43	The solution should allow users to define business rules to automate routine regulatory tasks.							10
44	The solution should help monitor data, content, users, licenses, and performance. It should automatically send emails or message alerts on crossing the threshold limit set by users.							10
45	The solution must have the capability to point out issues within the data.							10
46	The solution must allow users to have tools for score analytics, transform data, create business recommendations, and comment on the information to help drive decisions.							10
47	The solution must have the capability to point out patterns within the data.							10
48	The solution should enable users to do "What if analysis" to allow businesses to assess the potential effects of critical business decision before they are actually made.							10

49	The solution's dashboard should enable exploration of data by changing charts using color, brightness, size, shape and motion.	Y						20
50	The solution should provide tools to aid in creating routine data backups and point-in-time snapshots to protect against data loss.							10
51	The solution should provide a set of programmatic and visual tools and a development workbench for building reports, dashboards, queries and analysis.							10
52	The solution must be simple and intuitive providing users a good user experience.							10
53	The solution should have an option to customize to meet users' specific needs with a user-friendly UI.							10
54	The solution should handle increasing volumes of data and growing numbers of users for performing analytics without drop in performance atleast upto a business growth rate of 20% / year for 3 years.	Y						20
55	The system should contain tools to provide a robust and centralized way for administrators to search, capture,							10

	store, re-use, and publish metadata objects so as to enable users to leverage the same systems-of-record semantic model and metadata.							
56	The solution should enable users to do code-free, 'drag and drop', user-driven data combinations of different sources and the creation of analytical models, such as user-defined measures, sets, groups, and hierarchies.	Y						20
57	The solution must support reading and interacting with data from sources outside of OLAP and databases, such as MS Excel files and .txt files, in order to analyze all data a customer may provide.	Y						20
58	The solution should support design and deployment processes and technologies to enable profiling, analysis, remedial actions and automated cleansing.							10
59	The solution should allow and support user reports and output to be saved in common formats, such as HTML, Excel, XML, XBRL, CSV, or PDF to provide flexibility.	Y						20
60	The solution must have a log for administrative and	Y						20

	user actions, and report on the logged items.							
61	The system should have encryption capabilities for secure data storage and transmission.	Y						20
62	The solution should provide tools to aid in restoring solution data from a backup or snapshot to facilitate recovery.	Y						20
63	It must be easily scalable to support changing throughput.							10
64	The solution should be platform independent, should have capability to be installed on various operating systems like Microsoft Windows, Linux, AIX,etc.	Y						20
65	The solution should support integration with common development environments such as Microsoft Visual Studio or Eclipse to facilitate							10

Masked Commercial Bid**Masked Commercial Format Request for Proposal (RFP) For Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solution**

Sl. No.	Item Description	Total Cost exclusive of Taxes/GST	GST (%)
1	Perpetual Enterprise Software License Cost		
1.1	Cost of Solution with two years Warranty after Go-Live of Solution	XX	XX
1.2	Implementation cost (including installation, configuration, customization, Integration, testing, Acceptance, etc.)	XX	XX
	Total (A)= 1.1+1.2	XX	XX
2	End User Training cost (B)		
2.1	Total Cost of End User Training 50 persons (B)	XX	XX
3	Technical and Operations Training cost (C)		
3.1	Total Cost of Technical and Operations Training 50 persons (C)	XX	XX
4	ATS Charges		
4.1	ATS Cost for 4th Year	XX	XX
4.2	ATS Cost for 5th Year	XX	XX
	Total Cost of ATS (D)= 4.1+4.2	XX	XX
5	Facility Management Resource Charges	XX	XX
5.1	Facility Management resource Charges for 1st year	XX	XX
5.2	Facility Management resource Charges for 2 nd year	XX	XX
5.3	Facility Management resource Charges for 3 rd year	XX	XX
5.4	Facility Management resource Charges for 4 th year	XX	XX
5.5	Facility Management resource Charges for 5 th year	XX	XX
5.6	Total cost of FM resource for 5 years (E) =(5.1+5.2+5.3+5.4+5.5)	XX	XX

Cost of Licenses

Sl. No.	Description	DC	DR	UAT	Total	GST Rate (%)
6.1	Licenses cost for Database	XX	XX	XX	XX	XX
6.2	License cost for Middleware (if any)	XX	XX	XX	XX	XX
6.3	License cost for any other software (if any) required for complete setup.	XX	XX	XX	XX	XX
6.4	Total Cost of ATS for total project duration.	XX	XX	XX	XX	XX
	Total (F) (6.1+6.2+6.3+6.4)	XX	XX	XX	XX	XX

Total Cost of Ownership (A+B+C+D+E+F) (In Figures)	Rs. <u>XXXXXXXX</u>
Total Cost of Ownership (A+B+C+D+E+F) (In Words)	Rupees <u>XXXXX</u> Only

We confirm that:-

1. All prices should be quoted in INR only.
2. The calculation for arriving at TCO is properly mentioned in the appropriate columns and we also confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO the Bank will have the right to correct the same and it will be binding upon our company.
3. If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the bank without any cost. All cost is quoted in INR only.
4. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
5. We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
6. Lowest Bidder (L1) will be determined on the basis of Total Cost of Ownership (TCO) for 05 years.
7. In case of any discrepancy between figures & words, the amount in words shall prevail.
8. 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.

9. We have not added or modified any clauses/ statements/ recordings/declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.
10. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
11. Please note that any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 23.11.2020 and subsequent pre-bid and amendments.



COMMERCIAL BID

Commercial Format : Request for Proposal (RFP) For Supply,Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solution

Sl. No.	Item Description	Total Cost exclusive of Taxes/GST	GST (%)
1	Perpetual Enterprise Software License Cost		
1.1	Cost of Solution with two years Warranty after Go-Live of Solution		
1.2	Implementation cost (including installation, configuration, customization, Integration, testing, Acceptance, etc.)		
	Total (A)= 1.1+1.2		
2	End User Training cost (B)		
2.1	Total Cost of End User Training 50 persons (B)		
3	Technical and Operations Training cost (C)		
3.1	Total Cost of Technical and Operations Training 50 persons (C)		
4	ATS Charges		
4.1	ATS Cost for 4th Year		
4.2	ATS Cost for 5th Year		
	Total Cost of ATS (D)= 4.1+4.2		
5	Facility Management Resource Charges		
5.1	Facility Management resource Charges for 1st year		
5.2	Facility Management resource Charges for 2 nd year		
5.3	Facility Management resource Charges for 3 rd year		
5.4	Facility Management resource Charges for 4 th year		
5.5	Facility Management resource Charges for 5 th year		
5.6	Total cost of FM resource for 5 years (E) =(5.1+5.2+5.3+5.4+5.5)		

Cost of Licenses

Sl. No.	Description	DC	DR	UAT	Total	GST Rate (%)
6.1	Licenses cost for Database					
6.2	License cost for Middleware (if any)					
6.3	License cost for any other software (if any) required for complete setup.					
6.4	Total Cost of ATS for total project duration.					
	Total (F) (6.1+6.2+6.3+6.4)					

Total Cost of Ownership (A+B+C+D+E+F) (In Figures)	Rs. _____
Total Cost of Ownership (A+B+C+D+E+F) (In Words)	Rupees _____ Only

We confirm that:-

1. All prices should be quoted in INR only.
2. The calculation for arriving at TCO is properly mentioned in the appropriate columns and we also confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO the Bank will have the right to correct the same and it will be binding upon our company.
3. If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the bank without any cost. All cost is quoted in INR only.
4. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
5. We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
6. Lowest Bidder (L1) will be determined on the basis of Total Cost of Ownership (TCO) for 05 years.
7. In case of any discrepancy between figures & words, the amount in words shall prevail.
8. 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.

9. We have not added or modified any clauses/ statements/ recordings/declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.
10. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
11. Please note that any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 23.11.2020 and subsequent pre-bid and amendments.



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.



PRE CONTRACT INTEGRITY PACT

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

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to procure Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solution hereinafter referred to as Stores and / or Services.

And

M/s _____ 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 / etc. Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solution 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)

यूको बैंक  **UCO BANK**

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 “Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solution” vide “RFP Ref No: DIT/BPR&BTD/OA/1289/2020-21 Dated 23/11/2020”

- a. We M/s _____, the undersigned hereby confirm that we have read and understood the eligibility criteria and fulfil the same.
- b. We further confirm that all the information as per requirement of the Bank have been included in our bid.
- c. Further we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- d. We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- e. We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.
- 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 **RFP for Supply, Installation and Maintenance of Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solution RFP REF NO: DIT/BPR & BTD/OA/1289/2020-21 Date: 23/11/2020** 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: RFP for Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solution vide (RFP Ref. No DIT/BPR & BTD/OA/1289/2020-21 Date: 23/11/2020)

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.

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: RFP for Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solution vide (RFP Ref. No DIT/BPR & BTD/OA/1289/2020-21 Date: 23/11/2020)

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

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The 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 Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solution 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: RFP for Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solutionvide (RFP Ref. No DIT/BPR & BTD/OA/1289/2020-21 Date: 23/11/2020)

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

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: RFP for Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solutionvide (RFP Ref. No DIT/BPR & BTD/OA/1289/2020-21 Date: 23/11/2020)

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

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 Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solution 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..... 2020.

BETWEEN

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

AND

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

WHEREAS the Vendor/Receiving Party is inter alia engaged for Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solution as per the terms and conditions specified in the RFP Ref No. DIT/BPR&BTD/OA/1289/2020-21 Date: 23.11.2020. 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 Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solution.

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

WHEREAS in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel,

proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

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

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

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

3. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the "**Receiving Party**") shall, for contract period of 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

.....

Signature: _____

Name: _____

Designation: _____

Date: _____

For and on behalf of

.....

(the selected bidder)

Signature: _____

Name: _____

Designation: _____

Date: _____



Reference Details

References for Past Implementation			
Sr. No.	Organisation Name	Documentary Evidence Submitted (PO/Invoice / Call/ Email)	Marks (Per entry 0 or 25 marks)
1			
2			
3			
4			



RECOMMENDED HARDWARE SPECIFICATION REQUIRED FOR THE PROPOSED SOLUTION AT DC/DR/UAT/ TEST & DEVELOPMENT.

To be submitted along with Technical bid in below format:

<u>Specification of Licenses</u>					
Sl.No	Description	Specification (Make,Model,Version etc.as applicable)			
		DC	DR	UAT	Test & Development
1	Operating System				
2	Database				
3	Middleware				
4	Any other software (if any) required for complete setup.				

Hardware Specification		
Sl. No.	Description	Detailed Description
1	Hardware For Data Centre (DC)	Make Model RAM Storage Processor Others (if any)
2	Hardware For Data Recovery (DR) Centre	Make Model RAM Storage Processor Others (if any)
3	Hardware For UAT	Make Model RAM Storage Processor Others (if any)
4	Hardware For Test & Development	Make Model RAM Storage Processor Others (if any)

5	Storage	Make Model Capacity Type Others (if any)		
6	Network Requirement	Requirement Type	Bandwidth	Latency
		DC- DR Sync/ Replication.		
		Zonal offices (42 Zones)		
		Branch Level Access (3100+ Branches)		
		Others (If any)		



SELF DECLARATION – SIZING OF HARDWARE

**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: Self Declaration – Sizing Of Hardware

Ref: UCO Bank RFP Ref. No HO/DIT, BPR&BTD/OA/1289/2020-21 dated 23.11.2020
Supply, Installation, Implementation, Post-Implementation Onsite Operations and
Support of End to End Data Analytics and Business Insights Solution

We hereby certify that, the sizing of recommended Hardware as per Annexure-XXII has
been considered as per the requirements of proposed solution to meet desired
performance.



Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Resource Experience

Sl.No.	Profile	Years of Experience	Max Marks
1	Project Manager having minimum 5 years' experience in analytics / big data / AI / ML and must hold Certification in analytics / data engineering / AI / ML with reputed institutions.	5 yrs.	5
		8 yrs.	7
		10 yrs. and above	8
2	Banking Domain Expert		5
4	Techno-Functional Expert – Business analyst		10
5	Data Scientist		5
6	Analytics modeller		5
7	Model Developer		5
8	Data integrator		5
9	Reporting specialist – BI Application Developer		10
10	QA Personnel		5
11	Tester		5

Successful Bidder to ensure minimum 5 technically qualified and certified (in relevant fields with minimum experience of 2 years) resource to be allocated onsite for implementation & warranty period.

Bio-data Format for Resources to be deployed on-site

SI.NO	ITEM	DETAILS				
1	Resource Name					
2	Specify role to be played in the project					
3	Experience in yrs. (Minimum 2 years' experience, Provide details regarding name of organizations worked for, Designation, responsibilities, tenure etc.)	Organisation name	From Date	To Date	Designation	Roles/ Responsibilities
4	Number of years with the Current Organization					
5	Sum of project durations of similar projects executed					
6	Educational Background, Training / Certification * including institutions, % of marks, specialization areas etc.	Degree	Year of Award of Degree	University	% of marks	

Resource Deployment

No of resources to be deployed on each phase of implementation to be mentioned in below format.

Profile	Requirement gathering	Design	Implement	Test	Deploy	Post Implementation
Project Manager						
Banking Domain Expert						
Techno-Functional Expert – Business analyst						
Data Scientist						
Analytics modeller						
Model Developer						
Data integrator						
Reporting specialist – BI Application Developer						
QA Personnel						
Tester						
If any others, Please mention the profile						

भूको बैंक UCO BANK

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/1289/2020-21 Date: 23.11.2020 invited bids from the eligible Bidders for Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support of End to End Data Analytics and Business Insights Solution

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)**



Certificate of Local Content

(Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.)

To,

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

Dear Sir,

RFP REF No. DIT/BPR & BTD/OA/1289/2020-21 DATE: 23/11/2020

1. This is to certify that proposed _____ <product details> is having the local content of _____ % as defined in the above-mentioned RFP.
2. The details of location(s) at which the local value addition is made are as under:

Sl. No.	Product Details	Name of Place
1		
2		

3. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated June04, 2020.

Counter Signed:

Bidder OEM

Signature of Statutory
Auditor / Cost Auditor
Registration No.
Seal:

Restriction on Procurement due to National Security

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

To,

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

Dear Sir,

RFP ref No. - DIT/ BPR & BTD/OA/1289/2020-21 DATE: 23/11/2020

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

Yours Faithfully,

Authorised Signatory,

Name:

Designation:

Vendors Corporate Name:

Address:

Email:

Contact No.