Request for Proposal (RFP)

For

Supply, Implementation & Maintenance of Software Solution for Setting up Centralised Forex Processing Centre – FXPC (Re-tendering)

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

RFP Ref. No: DIT/BPR&BTD/OA/1305/2020-21 Date: 01.09.2020

Disclaimer

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

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Bid Control Sheet

Tender Reference	**DIT/BPR & BTD/OA/1305/2020-21 dated 01/09/2020**
Cost of Tender Document	**Rs.10,000/- (Rupees Ten Thousand only)**
Date of issue of RFP	**01/09/2020**
Earnest Money Deposit (EMD)	**Rs.25.00 Lakh/- (Rupees Twenty Five Lakhs only, in the form of BG)**
Date of commencement of sale of tender document	**01/09/2020**
Pre-Bid queries submission Date	**On or before 07/09/2020 up to 3:00 PM**
Pre- Bid Meeting Date & Time	**08/09/2020 at 12:30 PM**
Last Date and Time for receipt of tender bids	**29/09/2020 at 4:00 PM**
Opening of Eligibility and Technical bids	**29/09/2020 at 4:30 PM**
Opening of Commercial Bid	**Will be informed subsequently to technically qualified bidders.**
Address of Communication	**UCO BANK,** **Head Office-2,** **Department of Information Technology,** **5th Floor,3 & 4 DD Block, Sector -1,** **Salt Lake, Kolkata-700 064.**
Email address	**hodit.proc@ucobank.co.in**
Contact Telephone	**Tel :033-44559770 /9433**
Bids to be submitted	**Tender box placed at:** **UCO BANK,** **Head Office-2,** **Department of Information Technology,** **5th Floor, 3 & 4, DD Block, Sector -1,** **Salt Lake, Kolkata-700 064.**

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

PART-I

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, hereinafter called "The Bank", is one of the leading public sector Banks in India having more than 3000+ branches. All the branches of the Bank are CBS enabled through Finacle (Ver. 7.0.25 as a Core Banking Solution and soon going to be upgraded to Finacle (Ver. 10.X). Currently, Bank uses different Finacle based module for processing of Forex related different jobs at individual branch level. Bank does not have any centralised processing centre for Foreign Exchange.

2. Overview or Objectives

Bank is in process of centralising the processing of Forex operations and plans to automate the centralised processing by using a proposed FXPC Solution. Bank's Centralised Forex Processing Centre (FXPC) will be based on the Hub and Spoke model, where "Hub" is the "Forex Processing Centre" and "Spoke" will be the mapped B-Category branch. The C Category branches will continue to route their business to their mapped B-Cat branches.

The proposed FXPC Solution needs to be a Document Management System (DMS) based Application capable of capturing the inputs from the scanned document using advanced character recognition technology and should be capable of being integrated with Bank's various existing applications such as Finacle, ITMS etc.

UCO BANK is pleased to invite proposal for Supply, Implementation & Maintenance of Software Solution for setting up Centralised Forex Processing Centre –FXPC (Re-tendering) from the prospective bidders having proven past experience and competence in the field and offering services to various banks/BFSI at different locations in India.

3. Eligibility Criteria

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

Sl. No.	Clause	Documents required
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last	Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related

	3 years as on RFP issuance date. Concerns registered as MSME Entrepreneur & still categorized as MSME as on RFP submission date can also participate in bidding process.	document if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility bid. Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME
2	The Bidder should have minimum annual turnover of Rs. 15 Crores per year during the last three financial years (2016-17, 2017-18 & 2018-19).	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three financial years (2016-17, 2017-18 & 2018-19) should be submitted along with Chartered Accountant Certificate.
3	The Bidder submitting the offer should have net profit for the last three financial years i.e. 2016-17, 2017-18 & 2018-19).	
4	The bidder should be an OSD or their authorized representative in India. In case OSD participates in the tender process directly, authorized representative will not be permitted to participate in the same tender process.	Undertaking / Power of Attorney (PoA) from the OSD mentioning a clause that OSD will provide support services during warranty period if the bidder authorized by them fails to perform. In case of an authorized representative, OSD Authorization Form from original solution developer must be furnished in original duly signed & stamped (As per Annexure – XIII)
5	Bidder should not have been black-listed by Central Government/ any State Government / Govt. Financial Institutions in India as on date of bid submission.	Certificate from Chartered Accountant/Company Secretary to be submitted. Bidder has to submit a Declaration in the format as mentioned in the Annexure – VII.
6	The bidder should have implemented Trade Finance related Software Application in Banking domain in at least 1 scheduled commercial Bank / BFSI in India as on bid submission date.	Documentary evidence with relevant copies of Purchase Order along with Satisfactory Working Certificates / Completion Certificates /

		Installation Reports / Project Sign-Offs in the last two years including names of clients with Phone and Fax numbers, E-Mail IDs etc.
7	The proposed application/ workflow based solution should be running in at least 1 scheduled commercial banks / BFSI in India as on RFP publication date.	Documentary evidence with relevant copies of Purchase Order along with Satisfactory Working Certificates / Completion Certificates / Installation Reports / Project Sign-Offs in the last two years including names of clients with Phone and Fax numbers, E-Mail IDs etc.
8	The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Declaration in the letterhead of the bidder's company to that effect duly certified by Statutory Auditor should be submitted.

Note:-

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

PART-II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS

1. Invitation for Bids

This Request for Proposal (RFP) is to invite proposals from eligible bidders desirous of taking up the project for RFP for Supply, Implementation & Maintenance of Software Solution for setting up Centralised Forex Processing Centre –FXPC (Re-tendering). Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

2. Due Diligence

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

3. Tender Document and Fee

A complete set of tender document can be obtained from the below mentioned address during office hours on all working days on submission of a written application along with a non-refundable fee of **Rs. 10,000/- (Rupees Ten Thousand Only)** in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata.

The tender document may also downloaded from the Bank's official website www.ucobank.com. The bidder downloading the tender document from the website is required to submit a non-refundable fee of **Rs. 10,000/- (Rupees Ten Thousand Only)** in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata, or NEFT at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

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

UCO BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof and without any cost or compensation therefor. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and

to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During the evaluation process at any stage, if it is found that the bidder does not meet the eligibility criteria or has submitted false / incorrect information the bid will be rejected summarily by The Bank.

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 3&4 DD Block, 7th floor, Salt lake City, Sector-1, Kolkata – 700064 Ph- 033- 4455 9775/9770

4. Earnest Money Deposit

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

Particulars of Job to be undertaken	EMD
RFP for Supply, Installation & Maintenance of Software Solution for setting up Centralized Forex Processing Centre-FXPC (Re-tendering)	₹ 25.00 Lakh/- (Rupees Twenty Five Lakhs Only)

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

i)   If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).

ii)   If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or

iii)   The selected bidder withdraws his tender before furnishing on unconditional and irrevocable Performance Bank Guarantee.

iv)   The bidder violates any of the provisions of the terms and conditions of this tender specification.

v)   In case of the successful bidder, if the bidder fails:

▪   To sign the contract in the form and manner to the satisfaction of UCO BANK

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

5. Rejection Of The Bid

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

6. Pre-Bid Meeting

The queries for the Pre-bid Meeting should reach us in writing or by email 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

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

eventuality shall be forfeited and all interests/claims of such bidder shall be deemed as foreclosed

8. Information Provided

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

9. Clarification of Offer

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

10. Late Bids

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

11. Issue Of Corrigendum

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

12. For Respondent Only

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

13. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or

conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

14. Selection Process

Technically qualified bidders with the lowest quote based on TCO as quoted in Annexure-XX (ii), will be considered as the L1 bidder.

15. MSME

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. An MSE unit will not get any purchase preference over any other MSE unit.

v. 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.

16. 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.

17. **No Legal Relationship**

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

18. **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.

19. **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.

20. **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.

21. Address Of Communication

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

22. 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.

23. 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.

24. Other Terms And Conditions

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.

i. 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.

ii. 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.

Response of the Bid:

The Bidder should comply all the terms and conditions of RFP.
  I. 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.
  II. 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.

25. Errors And Omissions

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

26. Acceptance Of Terms

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

27. 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.

28. RFP Response Validity Period

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

29. Pre-Bid Queries / Clarifications

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, bidders seeking clarifications may send their queries on or before the date mentioned in the control sheet through Letter / FAX or email. Queries raised by the prospective bidders and the Bank's responses will be available at Bank's website at least seven days prior to last date of bid submission.

30. 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.

31. 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 initiated / authenticated by the person/(s) signing the Bid.

32. 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.

33. 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.

34. 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.

35. Submission Of Offer – Three Bid System

UCO Bank will follow three Bid System i.e. Separate Eligibility Bid – containing Eligibility Information, Tender Fee, Earnest Money Deposit in the form of Bank Guarantee OR certificate from Ministry of MSME (wherever required) and Pre Contract Integrity Pact (as per Annexure – XVI), Technical Bid – containing Technical Information and Commercial Bid – containing Price Information along with the soft copies (preferably in non-optical storage) duly sealed and super-scribed as ― RFP for Supply, Installation & Maintenance of Software Solution for setting up Centralized Forex Processing Centre-FXPC (Re-tendering) (Eligibility Bid), ― RFP for Supply, Installation & Maintenance of Software Solution for setting up Centralized Forex Processing Centre-FXPC (Re-tendering) (Technical Bid) and ― RFP for Supply, Installation & Maintenance of Software Solution for setting up Centralized Forex Processing Centre-FXPC (Re-tendering) (Commercial Bid) as per the format prescribed in Annexure – XXI(ii) respectively should be put in a single sealed outer cover duly sealed and super-scribed as ― RFP for Supply, Installation & Maintenance of Software Solution for setting up Centralized Forex Processing Centre-FXPC (Re-tendering) as per the bid details given in the RFP.

Eligibility evaluation would be completed first followed by Technical & Functional evaluation. Thereafter, Price Information (Commercial Bid) of the eligible & technically qualified bidders will be opened and Lowest Bidder (L1) will be selected based on the Total Amount quoted in the commercial bid. The bids (along with soft copy preferably in non-optical drives) shall be dropped/submitted at UCO Bank's address given in Bid Control Sheet Table, on or before the date specified therein.
All envelopes must be super-scribed with the following information:
- Name of the Bidder
- Offer Reference
- Type of Offer (Eligibility or Technical or Commercial)

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

The entire RFP, Pre-bid responses along with all the Addenda and Corrigenda should be stamped & signed by the authorized signatory of the participating bidder and to be submitted to the Bank with all other documents as part of the Eligibility bid.

The envelopes separately should contain the documents in the order mentioned in the following diagram.
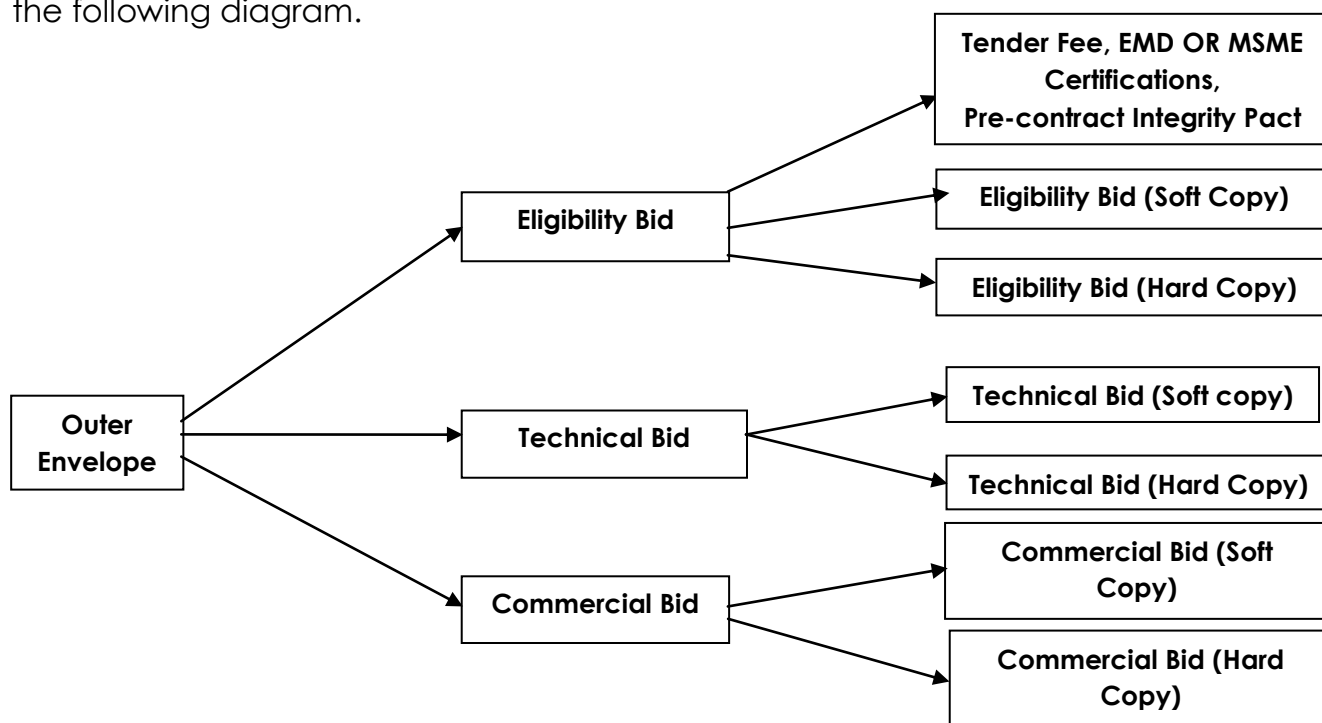
The Commercial Offer (Hard Copy) should contain all relevant price information as per Annexure – XXI(ii).

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

Note:

i.   If the outer cover / envelop are not sealed & super-scribed as required, the Bank will assume no responsibility for bid documents misplacement or premature opening.

ii. The commercial offer (Hard Copy) should contain all relevant price information.

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

iv. The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.

v.   If any inner cover / envelop of a bid is found to contain Eligibility/ Technical &

Commercial Bids together then that bid will be rejected summarily.

vi. If any outer envelope is found to contain only the eligibility bid or technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.

vii. If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.

viii. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.

ix. The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders.

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

PART – III: BID OPENING AND EVALUATION CRITERIA

1. STAGES OF EVALUATION

There would be a three (3) stage evaluation process. The Stages are:

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

The Eligibility Criteria would be evaluated first for the participating bidders. The bidders, who qualify all Eligibility Criteria as mentioned above, will be shortlisted for the Technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening.

The Bank will open the eligibility and technical bids, in presence of bidders' representative(s) who choose to attend, at the time and date mentioned in Bid document on the date and venue mentioned in control sheet. The bidder's representatives who will be present shall sign the register evidencing their presence / attendance.

The bidder with the lowest commercial quote will be declared L1.

EVALUATION METHODOLOGY

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

1.1. ELIGIBILITY EVALUATION

The Bank will evaluate the technical response to the RFP of bidder who are found eligible as per the eligibility criteria mentioned in the RFP.

1.2. TECHNICAL AND FUNCTIONAL EVALUATION

The eligible bidders will be called for demonstration of their solution as per Technical Scope of Work of the subject RFP; i.e. Technical Presentation. The overall technical evaluation will involve scoring on the following aspects:-

Sl. No	Evaluation Parameter	Maximum Score	Evaluation Criteria
1	Technical Competence	70	Qualifying Score: Minimum 35.
2	Presentation	30	Qualifying Score: Minimum 15.
3	Functional Capability	400	Qualifying Score: Minimum 260.

	Overall Evaluation	500	1. Bidders securing overall score of 350 and above will be considered as technically qualified bidders. 2. Bank, at its sole discretion, may relax the cut-off score to a lower value, which, in any case, the overall score will not be less than 310, subject to have qualifying score for each of the three parameters.

The Technical evaluation will be done on the basis of comply chart provided by bidder as per Scope of work in **Part – IV** and the overall Score of the bidders as mentioned above.

Evaluation of Technical Competence:

Bidder has to ensure minimum score stipulated by the Bank, for qualifying technical evaluation. In Commercial Evaluation, no weightage will be given for Technical Scoring.

TECHNICAL COMPETENCY - SCORING CRITERIA

Sl. No	Evaluation Parameters	Max Marks	Scoring Methodology
1	The bidder is an **OSD or its authorised representative**.	10	• 10 marks – OSD • 07 marks – Authorised representative
2	Solution must have been implemented in **at least 1 scheduled commercial bank** in India	20	• 20 marks – Any 3 scheduled commercial banks in India. • 15 marks – Any 2 scheduled commercial banks in India • 10 marks – Any 1 scheduled commercial bank in India.
3	Bidder should have **at least 01 years** of experience in respective domain.	20	• 20 marks : >= 5 years of experience • 15 marks : >=3 years' Experience <5 years • 10 marks : >=1 years' Experience < 3 years

4	Bidder's **experience of Finacle Integration** in India	05	• 05 marks – Bidder has an experience in Finacle integration • 0 marks – Bidder does not have an experience in Finacle integration
5	The sample document, as per the Annexure-XXX, needs do scanned during presentation/ product demonstration and scoring will be done based on **percentage of data / fields captured** during scanning.	15	• 15 marks – 100% >= Percentage captured > 100% • 12 marks – 70% >= Percentage captured > 50% • 8 marks – Percentage captured = 50% • Percentage captured < 50% (Bidder will be technically disqualified)

TECHNICAL PRESENTATION

As part of technical evaluation process, bidder has to give presentation before the evaluation committee at Kolkata. Following criteria must be adhered to by all bidders, in connection with the technical presentations during the bid selection process.

- At least one senior representative from bidder's organization should be present in the technical presentations
- Complete soft copies of the presentation materials should be shared with the Bank before the presentation.
- The Bank will expect and demand that the key personnel showcased by the bidder in the technical presentation should be the same person that actively drives the project execution.
- Bidders must strictly adhere to the time slots provided to them for the technical presentation, allowing ample time and scope for question-answers.
- Focus of the presentation should be on the specifics of the solution/approach being proposed for the Bank, not on general elucidation of technologies, tool stacks or concepts.
- Both technical and administrative aspects of the Assignment should be given suitable coverage.
- Bidder should also present their understanding about the Bank's future requirements and approach setting up Centralised Forex Processing Centre (FXPC).
- Focus should be on bringing out clearly what is specific / different / novel about the approach, not on beefing up the presentation with commonly known and/or spurious information
- All aspects of requirements in the RFP should be covered in the presentation – e.g., proposed approach, capability to develop industry grade customized products, processes, frame works, diagnostic tools, organizational capabilities, team, governance, continuous development, transition approach etc.

- Any assumption, if taken in the response to RFP document should be clearly brought out in the technical presentation, along with the justification.
- Bank's evaluation and scoring on all aspects including technical presentation are final and non-negotiable. Technical Presentation of the bidder will be evaluated on the features available on the system as per Annexure – XIX & XX.

EVALUATION OF FUNCTIONAL CAPABILITIES:

➤ The requirements are given in Annexure – XIX.

➤ UCO BANK may, at its discretion, waive off any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and UCO BANK reserves the right for such waivers.

➤ The bidders should provide their response ('A', 'C' or 'D') to the questionnaire in the column "Compliance" in Annexure –XIX.

➤ The Responses should be as per the table below.

Particulars	Response	Allotted Marks
Available	A	5
Customizable as per Bank's requirements	C	2
Yet to be developed	D	1

Total Functional Requirements: 80
Maximum Marks: 400

➤ If any bidder provides response other than 'A', 'C' or 'D' , the same will be treated as No.

➤ Bidder should comply with all the requirements given in Annexure-XIX. Non-compliance to any of the requirement in Annexure – XIX may attract rejection of the proposal.

1.3. COMMERCIAL EVALUATION

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

a. The Bill of Material must be attached in Technical Bid as well as Commercial Bid. The format will be identical for both Technical Bid and Commercial Bid, except that the Technical bid should not contain any price information (with Prices masked). Technical bid without masked Bill of Materials will be liable for rejection. Any deviations from the Bill of Material / non-submission of prices as per the format shall make the bid liable for rejection.

b. The L1 bidder will be selected on the basis of the amount quoted for the proposed solution as per commercial bid. However, in case of any discrepancy

in calculation, unit cost for components & services shall prevail and TCO will be calculated accordingly.

c. The optimized TCO (Total Cost of Ownership) identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work.

d. In case there is a variation between figure and words, the value mentioned in words will be considered.

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

f. 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.

1.4. NORMALIZATION OF BIDS

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

The resubmissions can be requested by the Bank in the following two manners:
  ➢ Incremental bid submission in part of the requested clarification by the Bank.
  ➢ Revised submissions of the entire bid in the whole.

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

PART-IV Scope of Work

Bank will provide Hardware, Scanner, Operating System and Data Base related to Scope of Work. Database installation & configuration need to be done by the bidder. The bidder has to submit the required quantity and configuration of necessary hardware and application software required for smooth functioning of their proposed solution during the contract period in the format specified in **Annexure XIX**. Bidder has to justify the requirement during technical presentation mentioned above.

1. Supply and installation of required solution at UAT, DC & DR setup:

    a. The all three environments will be deployed as :
        1. DC (Active- Passive)
        2. DR (Active- Passive)
        3. UAT (Stand Alone)
    b. FXPC solution should be built on configurable Workflow & in-built Document Management System (DMS) Capability. DMS should be scalable enough to manage voluminous of documents without effecting the performance of the system.
        1. Categorization of documents in folders-subfolders just like windows interface. There should not be any limit on the number of folder and levels of sub folder.
        2. Web based rights management for granting user/group/role-based access to various functionalities.
        3. Server based Inbuilt Document Image Viewer for displaying image document without native viewer and stamping annotations on the documents like highlighting, marking text, underlining putting sticky notes on documents, and support for text and image stamps etc.
    c. Document archival and retrieval solution
    d. The proposed FXPC solution should be compatible with Oracle DBMS.

2. Supply, installation & Configuration of necessary scanning software.

3. Supply of FXPC / FXPC solution License
    a. Licenses for 300 end users required
    b. Count of Maximum User: 300
    c. Count of Concurrent Users: 120
    d. Count of Scanning Workstation : 100

4. The FXPC solution should be compatible with all types of existing digital signature tokens and provide update for compatibility with future digital signature tokens.

5. The FXPC solution should be compatible with the Scanner provided by Bank

for scanning of documents.

6. Integration with:
   a. Core Banking Solution (Finacle 7.x and Finacle 10.x / higher version): Through staging table / DB Link
   b. SWIFT/XMM,SFMS or any financial payment system approved by regulatory authority
   c. SOC / SIEM
   d. Banks EDPMS/IDPMS Application
   e. Treasury Application
   f. Any other related Application/ Portal of the Bank

7. Establishment of central setup: Installation of FXPC Solution.

8. Rollout of Scanning Solution at FXPC Centre at Central Location also the bidder has to provide necessary process and support for installation of scanning solution at branches.

9. Maintenance of:
   a. Application Software (FXPC Application Software)
   b. 24/7 offline support for the provided solution.

10. Training
    a. Admin User for centralised FXPC centre- to be conducted at Bank's premises for 05 days.
    b. Trainer's training – to be conducted at Bank's Premises for 03 days. The training should cover the following areas: Functional, Customization development, parameterization, Impact analysis, System and application administration, Log analysis and monitoring and troubleshooting processes, scanning of documents, Preparation of Job card.

11. To implement document security plan conforming to the security guidelines of the Bank.

12. Facility Management Services (FMS): Selected bidder has to deploy minimum 2 resources at FXPC Centre- Mumbai during working hours on all working days. The brief scope for the FM resources is as below:
    a. Responsible for maintaining the System and Application uptime of the FXPC Solution as specified by the Bank.
    b. Should have knowledge of Database and related Operations required for maintaining the uptime of the solution.
    c. Performing the Backup/restoration/ patch /updates/upgrades of related activities pertaining to the OS/APP/DB/WEB /Middleware/ Servers and related peripherals of proposed FXPC Solution and related servers.
    d. FM personnel will be responsible for Log shipment, Backup, DC DR cutover drill, Restore-implementation of disaster recovery plan, if requires as advised by the Bank.

e. Work as per Standard Operating Processes defined by the Bank.

f. The resource should be well acquainted with processes followed by bidder for various activities related to services offered to Bank.

g. Follow and implement change management process as per banks guidelines/policies.

h. Maintain log of all down calls for MIS purpose and provide required MIS/reports etc. to Bank as per bank's requirement.

i. The bidder is required to maintain the RTO and RPO as per the Bank's Business Continuity Policy. For FXPC solution, RTO of 90 minutes and RPO 30 minutes should be maintained.

Selected bidder's resources will provide support to the deployed Trade Finance Solution including DBA activity of bidder's system for the entire contract period. Bank will provide Support for all Hardware, Scanner, Operating System, Database, Application Server, DR Tool, Back-up Solution, Anti-Virus, Digital Signature.

Functional Requirements:

1. The applicant who will submit Trade request through Portal, the data & documents will be directly fetched into back-end FXPC solution for necessary evaluation & processing.

2. In case of branch walk-in & physical document submission, designated Branch will collect, scan & index the documents received from the customer.

3. Branch User (Maker) will then upload all relevant Trade Requests (comprising of data & documents) into workflow based FXPC Application.

4. The next level branch user (Checker) will verify all the scanned documents , approve , post these documents and data into FXPC Application for further processing.

5. At FXPC centre, maker will access these scanned documents for scrutiny and enter missing details, if any, required for processing of the transactions.

6. FXPC checker will approve these documents/ data if everything seems in order, otherwise the requests will be returned to Maker for necessary action.

7. FXPC user can reject the document uploaded by the branch. Accordingly, details will be returned to the concerned branch for necessary rectifications.

8. In case FXPC user rejects the document uploaded by the branch. Accordingly, case will be returned to the concerned branch for necessary rectifications.

9. The successful transactions will be processed in Finacle and corresponding SWIFT messages will be transmitted through XMM (SWIFT Middleware) and SWIFT SAA Server.

10. The Process/work flow will vary based on the nature of transaction i.e. Export/ Import/ Remittance/ Compliance .

11. Bank will define workflow for each of the transactions used by Bank. FXPC Application should be capable to configure all required workflow.

12. The workflow for each transaction will define the specific checklist/ Document Type/Document Routing/Approval involved/ User Privileges / Applicable exceptions/Turn Around Time/ MIS Reports etc. pertaining to that particular transaction.

13. All foreign currency including INR related to Forex Transactions.

The indicative list of processes to be handled by the proposed FXPC Solution:

1. Letter of Credit – Issuance, Amendment, Closure, Advising, Cancellation etc.

2. Bills under LC – Import Bill, Export Bill etc.

3. Collection Bills - Inward, Outward – Documentary, Direct, Clean collection bills / Cheque collection etc.

4. Finance – Pre-Shipment, Post-Shipment, Bill discounting, Purchase, Negotiation, Import loan, Trust Receipts / Open account Finance, etc.

5. Guarantees – Foreign & Domestic guarantees related to Forex Trade Transaction – Performance, Bid, Financial, Shipping guarantee, Delivery Order, Deferred Payment Guarantee etc.

6. Remittances – Inward & Outward

7. Compliance – EDPMS and IDPMS.

8. Merchant Trade Transaction wherein matching of Import leg and Export leg should be there.

9. R return, purpose code and drop down for all forex transactions.

Required Features FXPC Solution:

1. FXPC Application will have centralised processing capabilities and multi-tier architecture.

2. FXPC Application will be implemented with DC, DR & UAT setup along with required real time data synchronisation between DC, DR & UAT.

3. FXPC Application will be implemented with high availability by configuring Clustering approach.

4. In FXPC Application, each document will have unique reference number.

5. Documents will be digitally signed while uploading the same in FXPC Application.

6. FXPC Applications will have Maker/ Checker concept and only different users can initiate and authorize a transaction in Application respectively.

7. The proposed Application will be flexible to changes and easy to be integrated with other Applications.

8. FXPC Application will provide complex/ nested searching facilities.

9. FXPC Application will generate SMS/ e-mail alerts, wherever required by Bank.

10. FXPC Application will have exhaustive MIS and Audit Trail..

11. FXPC Application will implement compliance of FEMA/FTP/RBI/FEDAI/FCRA and other extant Guidelines.

12. The quality of the images will be assured by the FXPC Solution; if the captured images are poor then the same will be rejected or referred for re-scanning of the said document.

13. The invalid pages (blank pages etc.) will not be stored and it will be deleted by the Application / user.

14. The proposed FXPC Solution should support minimal data entry by providing auto-population of master data wherever applicable e.g. The Branch staff can enter the Customer ID based on which other details like Customer Name, PAN, Age, Salary, Address, etc. will be auto populated from the Customer Master Data table.

15. For efficient scanning and to facilitate quick uploading of documents, the proposed Application should support template configuration for various business transactions.

Functional Compliance of the Solution (Module Wise):

		Workflow based FXPC Solution – SCOPE
Customer Portal	1	The customer portal should support display of status of existing requests
	2	The system should have widgetized format with personalization features
	3	The system should have user preferred dashboard settings/ including Disclaimer notice
	4	The system should have a to Do Activity List for approve/reject transactions
	5	The system should have options to display Corporate Logo
	6	The customer portal should support initiation of new requests
	7	The customer portal should support maker and checker function for defined activities.
End Customer Features - Letter of Credit	1	The Solution should allow customers to initiate issuance, amendment and cancellation of letter of Credit
	2	The system should be enabled with Product types (Domestic LC related to Forex Trade transactions, Import LC, Stand By LC)
	3	The solution should allow initiation of new LC using standard templates or copying existing LCs including all required fields.
End Customer Features - Bank Guarantee	1	The Solution should allow customers to request for issuance, amendment and ~~cancellation~~ of Bank Guarantee
General Features	1	The Solution should allow the user to attach documents and images while initiating the Trade Request.
	2	The system should have option to save the transaction as draft and should allow to submit it in future.

Customer Setup Features	1	The solution should back end module to control the corporate user registration activities.
	2	The system should have option to automate the registration activities by interfacing it to the Bank's existing backend system.
Capabilities of the Proposed FXPC solution	1	The solution supports secure two way communication using the system between Bank and its customer
Reporting	1	The system provide comprehensive inquiries with capability to show the entire history of the transactions (Issuance, Amendments, Updates, Partial Settlement, etc.)
	2	Proposed FXPC solution shall have the capability of Comprehensive search criteria
	3	Proposed FXPC solution should have the capability of Viewing a snapshot of the entire chain of transactions e.g. for an LC transaction, a snapshot of the activities such as amendments, messages sent, bills drawn on LC, customer queries
AT Bank's End **Letter of Credit-Foreign and Domestic (Inward & Outward)**		
	1	FXPC solution should have the workflow capability to handle issuance, amendment ,cancellation of letters of credit. The solution also should have provision to create draft letter of credit.
	2	FXPC solution should have the capability to provide LC transfer functionality to the Bank.
	3	FXPC solution should provide Facility to LC auto closure at user defined period in the workflow and to be integrated in the finacle.
	4	FXPC solution should have the capability to handle LC advising. : To customers, non-customers and advise through other Banks LCs in the workflow environment.
	5	FXPC solution should have the capability of LC Advising and Debit Advise through /intimation through e-mail.
Bills under LC (Foreign and Domestic)		**Inward and Outward Documentary Bills**
	1	FXPC solution should have the capability to provide Lodgement, acceptance, amendment, payment ,realisation and recovery facility for export and import bills.
	2	FXPC solution should have the capability to generate different Lodgement Intimation letters depending on product and Bank's branding guidelines.
Collection bills (Foreign and Domestic)		
	1	FXPC solution should have the capability to provide Lodgement, acceptance, amendment, payment , realisation and recovery facility for export and import bills
Trade Loans		
	1	FXPC solution should have capability to lodge bills for financing in workflow environment. The solution have capability to support disbursement through integration

		with Core Banking Solution including partial payments.
	2	FXPC solution should have the capability of Tracer follow up /Closure.
Guarantees (Inward & Outward)		
	1	FXPC solution should have capability to handle issuance, amendment, cancellation of Bank Guarantee in a workflow environment. The solution also should have provision to create draft Bank Guarantee.
	2	FXPC solution should have the workflow of Guarantee Advising
	3	FXPC solution should have capability for BG Invocation in a workflow environment
	4	FXPC solution should the process Claims & Settlement in a workflow environment
	5	FXPC solution should have capability of BG Closure in a workflow environment
Remittances- Trade and Non Trade (Outward and Inward)		
	1	FXPC solution should have the capability to provide option for Import Remittances (Advance and Direct Bills) and non-trade remittances.
	2	FXPC solution should have the capability to do remittances through SWIFT or through Demand Draft or any another payment module.
	3	FXPC solution should have the capability to generate Regulatory reports and various control reports, meeting Bank's compliance standards.
	4	FXPC solution should have the capability for Real time conversion of Inward Swift payment messages to the PDF and initiating a case in Workflow.
Checks /Validations		
	1	Proposed Workflow based FXPC solution should have the workflow to Validate Shipping Bill number & BOE (Bill of entry) with EDPMS and IDPMS respectively.
	2	Proposed Workflow based FXPC solution should have the capability of IEC (Importer Exporter code) validation through integration.
	3	Proposed Workflow based FXPC solution should have the capability to conduct Real time OFAC(Office of Foreign Asset Control) / UN sanction check at the time of lodgement through IMO number.
Delegation/ Reassignment (ability to delegate/reassign task from one user to another based on business needs)		
	1	Auto Delegate task based on rules
	2	Ability to forward or reassign task manually
	3	Ability to reassign a task manually by Admin/User

		4	Ability to reassign tasks in bulk by Admin user
		5	Escalation (User ability to escalate tasks based on business rules/needs)
		6	Ability to escalate a task manually
		7	Ability to set escalations conditions during process designing for auto escalation based on various conditions like SLA breach
		8	Ability to define escalation hierarchy
		9	Ability to collaborate with other users through chat
		10	Ability to save & retrieve collaboration conversation
		11	Ability for end users to collaborate work on a task and complete it.
		12	Ability to configure Out Of Office duration and delegation of task
Escalation			
		1	Ability to set escalations conditions for auto escalation based on various conditions like SLA breach
		2	Ability to define escalation hierarchy
		3	Ability to escalate a task manually
Alert Management			
		1	Ability to configure Alerts
		2	Ability to send alerts/notification on events including task completion and approaching deadline, approval/ rejection/ status change/ SLA violation
		3	Ability to send external alerts and notifications. For example, Notification to customers on booking incoming/outgoing remittance through swift
GENERAL FEATURES			
		1	FXPC solution should have Standard clauses repository to help reduce processing time & to reduce operational risk
		2	FXPC solution should have Imaging and Document Management Support
		3	FXPC solution should have Pre-defined templates with added capability for users to define/modify templates
		4	FXPC solution should have the capability of Customer specific correspondence templates
		5	FXPC solution should have the Facility to re-print duplicate/copy
		6	FXPC solution should provide Transaction attributes based routing – product , operation, customer, amount, etc.
		7	FXPC solution should have the capability of Prioritizing of transactions
		8	FXPC solution should have the capability of defining Multiple levels of authorizations as per the Bank's policy
Documents, Reports and Inquiry		1	FXPC solution should have the capability of Viewing a snapshot of the entire chain of transactions e.g. for an LC transaction, a snapshot of the activities such as amendments, messages sent, bills drawn on LC, customer queries

	2	FXPC solution should have Wide Range of standard reports
	3	FXPC solution should have the capability to configure all reports required for control perspective, RBI reports and compliance reports.
	4	FXPC solution should have the capability of Exporting of reports to a wide range of formats like excel, html, flat file, MS word, PDF
	5	FXPC solution should Enable Electronic Capture, Storage, Transfer, and Retrieval of documents
	6	FXPC solution should have Integrated data and image display properties
	7	FXPC solution should provide User defined Indexing and Categorization of scanned Images
	8	FXPC solution should have the capability of Image enrichment using annotations and stamps

Request Processing for New Trade Customer

	1	The proposed workflow based FXPC solution should have a web interface where New Customer can initiate the Trade Request by feeding respective detail for processing.
	2	The proposed workflow based FXPC application should have a defined & configurable workflow for processing & decision making by respective stake holders of those New Customers. The solution should enable the user to upload required documents for the trade request.
	3	The initiated request can be processed at the back-end Trade Solution where it will move electronically in a configurable workflow platform. The proposed workflow based FXPC solution should have the customer intimation capability through Email Service integration.
	4	The proposed workflow based FXPC solution should have web interface where respective stake holders can update the status against trade request for new customers. On approval, the user should move the request to the respective authority for manually opening Customer Accounts & Limits in the CBS.
	5	The proposed workflow based FXPC solution should have MIS / Dashboard facility for this New Customer request processing. The dashboard should be able to provide detail & consolidated reports on New Customer Requests & its Status.

Part-V

1. **Order Details**

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

2. **Schedule Of Implementation**

Particulars	Activities to be performed	Implementation Schedule
FXPC Solution-Central Setup	Installation and integration with Finacle and other Application	Within 04 week from the date of site readiness shared by Bank.
Completion of UAT	Observations shared by Bank including changes in functional requirements, if any, to be fixed/ resolved.	Within 04 week from the date of site readiness shared by Bank.
Pilot Rollout – Rollout at 06 identified branches at Mumbai	Scanner integration, product demonstration, Live operations Software changes/ modifications based on the observations of Bank during pilot phase.	Within 02 weeks of completion of UAT/ issuing Purchase Order for respective sites. The functioning of Pilot branches will be monitored for 04 weeks after rollout and the observations of Bank will be rectified by the service provider before product deployment to individual branches.
Rollout of individual branches	Scanner integration, product demonstration,	Within 01 week of intimation from Bank.

3. **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.
 i. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

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

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.

4. **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.

5. **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. The selected Bidder shall provide support services which include installation of servers by providing onsite support on next business day, response and resolution during contract period after the acceptance of the software. In case of any failure of any other components of the solution during the warranty period then the Bidder shall replace such components immediately.

6. **Right to Alter Quantities**

Presently, Bank has a requirement of 300 end user licenses . However, Bank reserves the right to place an indicative order of ±25% (Twenty Five Percent) of the projected quantity with the bidder/s at the quoted price, terms and conditions as mentioned in the commercial format i.e. Annexure – XXII during the contract period of 60 months. Bank does not guarantee any minimum or maximum quantity of procurement. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder.

7. **Independent External Monitor(s)**

The Bank has appointed Independent Monitors (hereinafter referred to as Monitors) for the Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors given in the Pre Contract Integrity Pact to be submitted by the bidder as per Annexure – XVI.
The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

The bidder (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor

shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties/The parties will offer to the Monitor the option to participate in such meetings.

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

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

i.   **Shri S. R. Raman**
     1A-121, Kalpataru Gardens
     Near East-West Flyover
     Kandivali East, Mumbai - 400101
     E-mail:- raman1952@gmail.com

ii. **Ms. Vijayalakshmi R Iyer**
     Flat No. – 1402, Barberry Towers,
     Nahar Amrit Shakti,
     Chandivali, Powai, Mumbai – 400072
     E-mail:- vriyer1955@gmail.com

8. **Performance Bank Gurantee**

The selected Bidder shall, within a period of fifteen (15) days from the date of Letter of Intent (LOI)/**Purchase Order** (PO) have to furnish a Performance Bank Guarantee, format as per **Annexure – V** issued by any scheduled commercial bank (other than UCO Bank) equivalent to 10% of the project cost/**Total Cost of Ownership (TCO)** valid for a period of 63 months (60 months + a claim period of three (3) months) from the date of Letter of Intent (LOI)/**Purchase Order** (PO) for indemnifying any loss to the Bank.

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

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

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

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

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

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

9. **Taxes**

Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.

The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.

Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.

Bidder shall co-operate fully in the defence of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form

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

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

10. <u>Confidentiality And Secrecy</u>

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.

a.   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 Master Contract.

11. Award Of Contract

The contract shall be awarded to and the order shall be placed with selected L1 Bidder based on the price quoted by the bidder in Annexure-XXI(ii). The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. Conditional or qualified acceptance shall be rejected. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.

12. Terms of Payment

A. Software:

I. 10% of total application cost & implementation cost of Application Software on successfully Sign-Offof System Requirement Study (SRS).
II. 40% of total application cost & implementation cost of Application Software on successful delivery of Application Software.
III. 25% of total application cost & implementation cost of Application Software after successful pilot run in 6 branches.
IV. Remaining 25% of total application cost & implementation cost of Application Software after successful Go-Live of FXPC system.
V. Any delay in achievement of milestones/ deliverables/ activities from Bidder shall automatically result in delay of corresponding payment from Bank
VI. The Bidders should note that the contract entered with the successful bidder will be for implementation and post go-live period of 5 years (3

year warranty & 2 years ATS), extendable at the Bank's discretion. The Bank will have the right, in its sole discretion to re-negotiate the prices/ terms and conditions.

B. ATS on Software item shall be paid in quarterly arrear basis or in advance in case of submission of PBG of equivalent amount.

C. Payment for FM services shall be paid in quarterly arrear basis.

D. Payment of training will be made after successful completion of the respective training session.

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

13. **Paying Authority**

The payment will be made by UCO Bank, Department of Information Technology (DIT), Head Office – 1. However, all the payments shall be subject to the performance / delivery of the Services to the satisfaction of the Bank for this purpose.

However, Payment of the Bills would be released, on receipt of advice /confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

14. **Notices**

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

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

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

15. Compliance With Laws

The selected service provider hereto agrees that it shall comply with Labour Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.

The selected service provider has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labour (Abolition and Regulation Act) and other labour laws. The service provider shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.

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

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

The selected bidder and its sub-contractors should adhere to RBI guidelines related to the mentioned Scope of Work as issued from time to time. An undertaking in the company letterhead of the selected bidder has to be submitted in this regard mentioning networth, fleet-size of GPS enabled vans of the CRA, Balance Sheet of the bidder / its sub-contractor (responsible for cash management activity).

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

16. Penalty and Uptime

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.

17. <u>Penalties and Service Level Agreement</u>

Bank expects that the Bidder shall be bound by the Service Level described in this document.

The Bidder shall have to enter into "Service Level 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 24x7 basis and any technical problem should be resolved as per the response Time Matrix given below:-

Sl. no	Severity	Severity Description Support for Software solution	Solution Time	Resolution Time (Per hours penalty)
1	Severity 1	If the call is pertaining to production and there is complete disruption of services resulting in non-functioning of business/ application operations. The operation is mission critical due to major disruption of business continuity.	Within 30 Min of call reported.	Within 1 Hr. of call reported.
2	Severity 2	The issue is severe in nature but services are available with restricted operations and some manageable workarounds.	Within 30 Min of call reported	Within 4 Hrs. of call reported.
3	Severity 3	Minor loss of service and the impact of the issue could be	Within 30 Min of call reported	Within 10 Hrs. of call reported.

		minor in nature which may require some workaround to bring the normal functioning.		

A Penalty of Rs 2000/- shall be charged per hour for non-confirmation with the abovementioned table from any outstanding dues pending towards the vendor. Maximum penalty for non-conformation will be capped at the 10% of the TCO i.e. Total Cost of Ownership.

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).

The Bank would expect the bidder to commit to the service level assurances. The Bidder shall commit to maintain uptime of 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 98% uptime. The Bidder shall be liable for penalties for uptime maintained below 98% in a month. Penalties for downtime of the application will be as per below mentioned table:

Level of Uptime Per Month	Penalty Charges
98% and above	No Penalty
97.00% and above but below 98 %	1% of total cost of quarterly payment
96.00% and above but below 97.00 %	2% of total cost of quarterly payment
95% and above but below 96.00 %	5% of total cost of quarterly payment
below 95%	10% of total cost of quarterly payment

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/Facility Management. For calculation of penalty during warranty period, ATS/AMC/Facility Management 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.

18. **Liquidated Damages**

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

Particulars	Implementation Schedule	Liquidity Damage
FXPC Solution- Central Setup	Within 04 week from the date of site readiness shared by Bank.	0.5% of order value per week delay
Completion of UAT	Within 04 weeks from the date of site readiness shared by Bank.	0.5% of order value per week delay
Pilot Rollout – Rollout at 06 identified branches at Mumbai	Within 02 weeks of completion of UAT/ issuing Purchase Order for respective sites. The functioning of Pilot branches will be monitored for 04 weeks after rollout and the observations of Bank will be rectified by the service provider before product deployment to individual branches.	0.5% of order value per week delay
Rollout of individual branches	Within 01 week of intimation from Bank.	0.5% of order value per week delay

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

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

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

19. <u>Force Majeure</u>

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

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

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

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

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

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

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

20. Contract Period

The tenure of the Contract will be for a period of 5 (five) years effective from the date of execution of the Service Level Agreement (SLA) unless terminated earlier by the Bank by serving 90 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of 5 (five) years, the contract may be extended/renewed for such further period and on such terms and conditions as would be decided by the Bank.

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

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

21. 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.

22. Acceptance Testing

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

23. 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.

24. 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.

25. <u>Privacy And Security Safeguards</u>

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.

26. <u>Technological Advancements</u>

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.

27. <u>Guarantees</u>

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management for the RFP for Supply, Implementation & Maintenance of Software Solution for Setting up Centralised Forex Processing Centre – FXPC (Re-tendering). All software must be supplied with their original and complete printed documentation.

28. <u>Resolution Of Disputes</u>

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:

a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

b. The matter will be referred for negotiation between General Manager (IT Department) of UCO BANK and the Authorized Official of the selected bidder.

The matter shall then be resolved between them and the agreed course of action shall be documented within a further period of 15 days.

In case the dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute/difference shall be submitted by either party for arbitration within 15 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 30 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with or arising out of the Contract/Service Level Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue to render the Service/s in accordance with the provisions of the Contract/ Service Level Agreement.

29. 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 became 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.

30. <u>Termination</u>

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 an**d recover damages, costs and expenses etc., incurred by Bank under the following circumstances:

a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.

b) The selected bidder goes into liquidation, voluntarily or otherwise.

c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc., **applicable to the bidder under performance of the RFP**.

d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.

e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.

f) Deductions on account of liquidated damages exceed more than 10% of the total work order.

g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.

h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.

i) UCO BANK reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder,

including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

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

31. Termination For 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.

32. Termination of 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 became absolute.

33. Termination For Default

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract.

34. Consequences Of Termination

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

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

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

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

35. Dispute Resolution Mechanism

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

i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

ii. The matter will be referred for negotiation between Deputy General Manager of The Bank 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.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the

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

The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

36. 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.

37. Technical Inspection And Performance Evaluation

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

38. 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.

39. <u>Compliance With Applicable Laws Of India</u>

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.

40. 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

IV) the Bank Guarantee under this purchase order.

V) 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.

VI) 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.

VII) **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 became absolute.**

41. <u>Introduction & Disclaimer</u>

This Request for Proposal document (RFP) has been prepared solely to enable UCO Bank (Bank) in defining the requirement for Supply, Implementation & Maintenance of Software Solution for Setting up Centralised Forex Processing Centre – FXPC (Re-tendering). The RFP document is not a recommendation, bid or invitation to enter into a contract agreement or other arrangement in respect of the services.

42. <u>Fidelity & Secrecy</u>

The bidder and its employees/personnel will strictly and individually undertake not to communicate or allow to be communicated to any person or divulge in any way any information relating to the process and all information whatsoever concerning or relating to the Bank/concerned branch and its affairs to which the said employees/personnel will have access in the course of performance of the contract.

43. <u>Authorise Signatory</u>

The selected bidder shall indicate the authorized signatories who can discuss and correspond with UCO BANK, with regard to the obligations under the contract. Power of Attorney (PoA) / Authorization letter in this regard should be submitted . The selected bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with UCO BANK, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by UCO BANK. <u>Independent Service Provider:</u>

a. The selected bidder and/or its employees, agents and representatives shall perform all services hereunder as an Independent Service Provider on a non-exclusive basis and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or, master and servant or, employer and employee between the parties hereto or any affiliates or subsidiaries thereof or, to provide either party with the right, power or authority, whether expressed or implied to create any such duty or obligation on behalf of the other party. The selected bidder acknowledges that its rendering of services is solely within its own control subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of the UCO Bank or any subsidiary or affiliate thereof.

b. The selected bidder's personnel, employees, sub-contractors of the bidder etc. have no authority/ right to bind the customer in any manner. It is also clarified that the personnel or employees being provided by the selected bidder shall be employed solely by the bidder and governed by terms of the bidder's employment and the selected bidder shall be solely responsible and liable in the event of any adverse claim of whatsoever nature made on the UCO Bank by the employees/ sub-contractor of the selected bidder.

c. The selected bidder shall be responsible for managing the activities of the personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The selected bidder shall be vicariously liable for any acts, deeds or things done by the employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by the Bank. The selected bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by the bidder at UCO Bank establishments / sites and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for aforesaid tender.

d. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. of your company, for any

assignment under the purchase contract to be issued for this tender. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of your company shall be paid by your company alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of your employee, agents, contractors, and subcontractors, etc. Your company shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of your employees, agents, contractors, subcontractors etc. However, the bidder selected would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

44. <u>Sub-Contractors:</u>

a. The selected bidder shall give prior intimation to the UCO Bank of its intention to enter into any agreement with any contractor or sub-contractor in connection with the services required to be provided by the bidder.

b. Under all circumstances, the selected bidder shall be responsible for misconduct / deficiencies in services rendered to Bank through the bidder selected or its sub-contractors. Bank reserves the right to reject work, which is not in conformity with its standards.

45. <u>UAT (User Acceptance Test)</u>

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

46. <u>Amendment(s) In the Contract / Service Level Agreement</u>

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.

47. 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.

48. 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.

49. <u>Warranty and AMC / ATS</u>

■ **Software**

i. The selected bidder should provide comprehensive warranty for proposed solution for a period of three years from the date of acceptance of Purchase Order, including other software, associated modules and services required to meet the requirements in the RFP. Support for the remaining time period of two years will be covered under ATS.

ii. The bidder would be responsible for updates, patches, bug fixes, version upgrades.

iii. The bidder has to provide AMC/ATS services for software provided as part of the solution.

iv. During ATS, the selected bidder will be responsible for the following:

■ Overall maintenance and working of the FXPC solution

■ The selected bidder should fix the bugs and carry out the necessary rectifications wherever necessary and deliver patches/ version changes effected. Provision should be available for version control and restoring the old versions in case of need by the Bank.

■ Bug fixing, enhancement, modifications, customization, patches, upgrades due to statutory, regulatory, industry, Bank specific changes (including installation of new upgrades.)

■ Configuration changes, version up-gradations, performance monitoring, trouble shooting, patch installation, running of batch processes, database tuning, replacement / support, technical support for application and data maintenance, recovery, query generation and management etc. of all software supplied under this RFP.

■ Undertake immediate bug fix actions in the event of software failure causing an interruption of operation of the FXPC solution as per the response / resolution times defined by Bank.

■ Notify all the detected software errors and correct them as per the agreed timelines.

■ Support the Bank in integrating any new applications to the FXPC solution.

■ Routing the transactions through the backup system in case the primary system fails Switching to the DR site in case of system failure.

Note:

■ No visiting cost will be provided by Bank

■ If selected bidder fails to resolve or does not attend the issue in mentioned time frame, penalty will be charged proportionately

Tender Offer Forwarding Letter
RFP Reference No.: DIT/BPR & BTD/OA/1305/2020-21 dated: 01/09/2020

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

Dear Sir,

Sub: Your RFP for "Supply, Implementation & Maintenance of Software Solution for setting up Centralised Forex Processing Centre –FXPC (Re-tendering)"

With reference to the above RFP, having examined and understood the instructions including all annexures, terms and conditions forming part of the Bid, we hereby enclose our offer for "**Supply, Implementation & Maintenance of Software Solution for setting up Centralised Forex Processing Centre –FXPC (Re-tendering)**" mentioned in the RFP document forming Eligibility / Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility / Technical as well as Commercial Bids by the Bank, we undertake to commence **Supply, Implementation & Maintenance of Software Solution for setting up Centralised Forex Processing Centre –FXPC (Re-tendering)** as per terms and condition of your purchase orders.

In the event of our selection by the Bank for undertaking **Supply, Implementation & Maintenance of Software Solution for setting up Centralised Forex Processing Centre –FXPC (Re-tendering),** we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period of 05 years effective from the month of execution of service level agreement in favour of UCO Bank.

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

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

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

The details are enclosed as follows:

1. BG No. _____ dated _____ as EMD for Rs.25.00 Lakh/- (Rupees Twenty five Lakhs only).

2. DD No. _____ dated _____ for Rs.10,000/- (Rupees Ten Thousand only) as cost of RFP document.

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

Dated this ____ day of _____ 2020

Signature: _____

(In the Capacity of) _____

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

General Details of the Bidder / Sub-Contractor

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

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

Turnover	2016-17	2017-18	2018-19
Gross Profit			
Net Profit (Profit After Tax)			
Summary of Financial Position and working results			
Growth in Operations (%)			
Growth in profitability (%)			

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

C. **Proposed Service details in brief**

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

Details of Experience in implementation of similar services

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

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

Place: **AUTHORISED SIGNATORY**
Date: **Name:**

Designation:

Format of Bank Guarantee (EMD)

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

Dear Sir,

Sub: Your RFP for "Supply, Implementation & Maintenance of Software Solution for setting up Centralised Forex Processing Centre –FXPC (Re-tendering)"

In response to your invitation to respond to your RFP for **Supply, Implementation & Maintenance of Software Solution for setting up Centralised Forex Processing Centre –FXPC (Re-tendering)**, M/s _____ having their registered office at _____(hereinafter called the 'Vendor') wish to respond to the said Request for Proposal (RFP) for self and other associated vendors and submit the proposal for **Supply, Implementation & Maintenance of Software Solution for setting up Centralised Forex Processing Centre –FXPC (Re-tendering)** and to provide related services as listed in the RFP document.

Whereas the 'Vendor' has submitted the proposal in response to RFP, we, the _____Bank having our Head office _____hereby irrevocably guarantee an amount of ` _____/- (Rupees _____ only) as bid security as required to be submitted by the 'Vendor' as a condition for participation in the said process of RFP.

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

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

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

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

Notwithstanding anything contained herein:

---

1. Our liability under this Bank guarantee shall not exceed ` _____ (Rupees ____ only).

2. This Bank guarantee will be valid upto ___; and

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

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

Yours faithfully,

For and on behalf of

_____ Bank

Authorised official

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

<u>Format of Performance Bank Guarantee (PBG)</u>

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10, BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata - 700001 (hereinafter called ─UCO BANKII) having agreed to exempt M/s _____ (Name of the vendor Company), a Company incorporated under the Companies Act, 1956 having its registered office at _____ (Address of the vendor company) (hereinafter called ─ the said VENDOR) from the demand, under the terms and conditions of UCO BANK's purchase order / Letter of Intent bearing no. ….dated…………………. issued to the Vendor and an Agreement to be made between UCO BANK and the Vendor for a period of ………….. In pursuance of Request For Proposal no…………… dated……………………………. , as modified, (hereinafter called ─the said Agreement), of security deposit for the due fulfilment by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs………… (Rupees……………only).We,………………….. [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as ─ the Bank) at the request of ………………………………….. [VENDOR] do hereby undertake to pay to UCO BANK an amount not exceeding Rs……………...against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.

2. We ……………………………………………………. [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs…………………………..

3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

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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 GUARANEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

a. Our liability under this Bank Guarantee shall not exceed Rs…….. (Rupees……………………………………….) only.

b. This Bank Guarantee shall be valid upto ……………………………………… and

c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before …………………………………………(date of expiry of Guarantee including claim period).

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

Yours faithfully,
For and on behalf of

_____ Bank

Authorised Official

Note:

Selected vendor should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.

Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.

Undertaking by the bidder

(To be included in Technical & Commercial Bid Envelope)

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

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

Dated this _____ day of _____ 2020

Signature

(Company Seal)

_____

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

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

To,

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

Dear Sir(s),

Sub: RFP for Supply, Implementation & Maintenance of Software Solution for setting up Centralised Forex Processing Centre –FXPC (Re-tendering) RFP Reference No.: DIT/BPR & BTD/OA/1305/2020-21 dated: 01/09/2020

We, M/s _____, the undersigned, hereby confirm that we have read and understood the eligibility criteria and fulfill the same.

a) We further confirm that all the information as per requirement of the Bank have been included in our bid.

b) 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.

c) 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.

d) We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.

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

(1)

(2)

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

UNDERLINE TO ABIDE BY ALL BY-LAWS / RULES / REGULATIONS

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

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

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

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

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

Dated this _____ day of _____, 20 _____ .

Place:

For M/s. ………………………….

…………………………………………

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

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

To,

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

Sir,

**Sub: RFP for Supply, Implementation & Maintenance of Software Solution for
setting up Centralised Forex Processing Centre –FXPC (Re-tendering) RFP
Reference No.: DIT/BPR & BTD/OA/1305/2020-21 dated: 01/09/2020**

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

We hereby agree to comply with all the terms and conditions / stipulations as
contained in the RFP and the related addendums and other documents including
the changes made to the original tender documents if any, issued by the Bank. The
bidder has to ensure that the payment towards services is in consonance with the
Central Minimum Wages Act & Labour Laws. All the employees/operator deployed
by the vendor for the digitization activity must comply with government's rules and
regulations like minimum wages act, Provident fund and ESIC facility standard.
**(Proof of compliance and labour license needs to be submitted along with the
quotation).**

Yours faithfully,
For…………………………..
Designation:
(Signature and seal of authorized person)
Bidder's corporate name:

Place:

Date:

Undertaking Letter on the vendor's letterhead for GST Law

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

Dear Sir,

Sub: Your RFP for Supply, Implementation & Maintenance of Software Solution for setting up Centralised Forex Processing Centre –FXPC (Re-tendering)

Further to our proposal dated ………………………………, in response to the Request for Proposal (Bank's **RFP Reference No.: DIT/BPR & BTD/OA/1305/2020-21 dated: 01/09/2020** hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

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

For……………………………..
Designation:
(Signature and seal of authorized person)

Bidder's corporate name:
Place:
Date:

<u>Undertaking for Price Validity & Acceptance of all terms & conditions of RFP</u>

To

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

Dear Sir,

Sub: RFP for Supply, Implementation & Maintenance of Software Solution for setting up Centralised Forex Processing Centre –FXPC (Re-tendering)

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

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

Yours faithfully,

For……………………………..

(Signature and seal of authorized person)

Place:

Date:

Undertaking for No Deviation

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

Dear Sir,

Sub: RFP for Supply, Implementation & Maintenance of Software Solution for setting up Centralised Forex Processing Centre –FXPC (Re-tendering)

Further to our proposal dated ………………………….., in response to the Request for Proposal (Bank's **RFP Ref. No DIT/BPR&BTD/OA/1305/2020-21 Date: 01/09/2020** hereinafter referred to as **"RFP"**) issued by Bank, we hereby covenant, warrant and confirm as follows:

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

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:

<div align="right">**Annexure – XII**</div>

<div align="center">**(Letter to be submitted by the OSD on firm's official letter head)**
<u>**Original Solution/Software Developer Authorisation Form (OSDAF)**</u></div>

To,

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

Ref: RFP for Supply, Implementation & Maintenance of Software Solution for setting up Centralised Forex Processing Centre –FXPC (Re-tendering) RFP Reference No.: DIT/BPR & BTD/OA/1305/2020-21 dated: 01/09/2020

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

We hereby extend our ATS as per terms and conditions of the RFP No **DIT/BPR & BTD/OA/1305/2020-21 dated: 01/09/2020** and the contract for the Solution/Software and services offered for supply against this RFP No **DIT/BPR & BTD/OA/1305/2020-21 dated: 01/09/20** by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No **DIT/BPR & BTD/OA/1305/2020-21 dated: 01/09/2020 ,** in respect of such Solution/ Software and services. We undertake to provide back-to-back support for modifications/customisation and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as ATS period if the above bidder authorised by us fails to perform in terms of the RFP.

Yours Faithfully

Authorised Signatory
Name:

Designation:

Phone No.   Fax   E_mail

Annexure – XIII

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

	2016-17 (Audited)	2017-18 (Audited)	2018-19 (Audited)
Net Worth			
Turnover			
Gross Profit			
Net Profit (Profit After Tax)			
Summary of Financial Position and working results			
Growth in Operations (%)			
Growth in profitability (%)			

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

(To be e-Mailed in .doc format only)

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

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

<u>PRE CONTRACT INTEGRITY PACT</u>
<u>(To be stamped as per the Stamp Law of the Respective State)</u>

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 select vendor to Supply, Implementation & Maintenance of Software Solution for Setting up Centralised Forex Processing Centre – FXPC (Re-tendering) hereinafter referred to as Stores and / or Services.

   And

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

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

3. **Preamble**

   Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of Supply, Implementation & Maintenance of Software Solution for Setting up Centralised Forex Processing Centre – FXPC (Re-tendering) and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licensor who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

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

4. **Commitments of the Buyer**

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

(i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.

(iii) The Buyer will exclude from the process all known prejudiced persons.

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

5. **Commitments of the Bidder(s) /Seller(s):**

5.1. The Bidder(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(i) The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.

(ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary

contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

(iv) The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).

5.2 The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

5.3 The Bidder(s) /Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

5.4 **Agents / Agency Commission**

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in

part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. **Previous Transgression**

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

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

7. **Company Code of Conduct**

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

8. **Sanctions for Violation**

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

(i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.

(ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.

(iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.

(iv) To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

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

9. Compensation for Damages

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

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

10. Independent External Monitor(s)

10.1 The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).

10.2 As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.

10.3 The Bidder(s) / Seller(s) if they deem it necessary, may furnish any information as relevant to their bid to the Independent External Monitors.

10.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.

10.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.

10.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

10.7 The word "Monitor" would include both singular and plural.

11. Law and Place of Jurisdiction

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

12. **Other Legal Actions**

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

13. **Integrity Pact Duration.**

13.1 This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.

13.2 If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank .

13.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

14. **Other Provisions**

14.1 Changes and supplements need to be made in writing. Side agreements have not been made.

14.2 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

14.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

14.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.

15. This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

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

17.The Parties here by sign this Integrity Pact at_____on_____(Seller/Bidder) and at _____on _____ (Buyer)

BUYER   BIDDER /SELLER

Signature: Signature:
Authorised Signatory   Authorized Signatory
UCO Bank ,
Department of IT

Place: Place:
Date: Date:

Witness :   Witness :

(Name & Address)   (Name & Address)

NON-DISCLOSURE AGREEMENT

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 as Supply, Implementation & Maintenance of Software Solution for setting up Centralised Forex Processing Centre –FXPC (Re-tendering) as per the terms and conditions specified in the RFP ref. no **DIT/BPR & BTD/OA/1305/2020-21 dated: 01/09/2020.** The Vendor/Receiving Party would be single point of contact for this project.

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

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for vendor to Supply, Implementation & Maintenance of Software Solution for setting up Centralised Forex Processing Centre –FXPC (Re-tendering).

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

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

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

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

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

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

3. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the "**Receiving Party**") shall, for contract period of eighteen (18) months from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use(except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

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

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

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

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

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

(b) is or becomes publicly known through no unauthorized act of the Receiving Party;

(c) is rightfully received from a third Party without restriction and without breach of this Agreement;

(d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;

(e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;

(f) is approved for release by written authorization of the Disclosing Party; or

(g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

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

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

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

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

9. Arbitration and Equitable Relief.

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

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

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

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

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

10. Term. This Agreement may be terminated by either Party giving Thirty (30) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of 18 Months from the date of the last disclosure of Confidential Information made under this Agreement or till the period further extended by the Bank.

11. No Formal Business Obligations. This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

12. General Provisions.

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

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

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

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

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

(f) Jurisdiction of Court: All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts of Kolkata only.

(g) Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and M/s Enstage Software Pvt. Limited

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

For and on behalf of   **For and on behalf of**

....

Signature: _____   Signature: _____

Name: _____   Name:_____

Designation:_____   Designation:_____

Date: _____   Date: _____

ELIGIBILITY COMPLIANCE

SI. No.	Clause	Documents required	Compliance (Yes/No)
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on RFP issuance date. Concerns registered as MSME Entrepreneur & still categorized as MSME as on RFP submission date can also participate in bidding process.	Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility bid. Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME	
2	The Bidder should have minimum annual turnover of Rs. 15 Crores per year during the last three financial years (2016-17, 2017-18 & 2018-19).	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three financial years (2016-17, 2017-18 & 2018-19) should be submitted along with Chartered Accountant Certificate.	
3	The Bidder submitting the offer should have net profit for the last three financial years i.e. 2016-17, 2017-18 & 2018-19).		
4	The bidder should be an OSD or their authorized representative in India. In case OSD participates in the tender process directly, authorized representative will not be permitted to participate in the same tender process.	Undertaking / Power of Attorney (PoA) from the OSD mentioning a clause that OSD will provide support services during warranty period if the bidder authorized by them fails to perform. In case of an authorized representative, OSD Authorization Form from original solution developer must be furnished in original duly signed & stamped (As per Annexure – XIII)	
5	Bidder should not have been	Certificate from Chartered	

	black-listed by any Central Government/ State Governments / Govt. Financial Institutions in India as on date of bid submission	Accountant/Company Secretary to be submitted. Bidder has to submit a Declaration in the format as mentioned in the Annexure – VII.	
6	The bidder should have implemented Trade Finance related Software Application in Banking domain in at least 1 scheduled commercial banks / BFSI in India as on bid submission date.	Documentary evidence with relevant copies of Purchase Order along with Satisfactory Working Certificates / Completion Certificates / Installation Reports / Project Sign-Offs in the last two years including names of clients with Phone and Fax numbers, E-Mail IDs etc.	
7	The proposed application/ workflow based solution should be running in at least 1 scheduled commercial banks / BFSI in India as on RFP publication date.	Documentary evidence with relevant copies of Purchase Order along with Satisfactory Working Certificates / Completion Certificates / Installation Reports / Project Sign-Offs in the last two years including names of clients with Phone and Fax numbers, E-Mail IDs etc.	
8	The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Declaration in the letterhead of the bidder's company to that effect duly certified by Statutory Auditor should be submitted.	

Note:-
The Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances.

However, UCO BANK reserves the right to seek clarifications on the already submitted documents. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.	

Technical Specification

All the solutions sought in technical specification must be provided as end-to-end solution. The participating bidder should provide its compliance (Yes / No) for each of the line items mentioned in **Scope of Work (Part – IV)** of this RFP to be eligible for evaluation of Commercial Bids.

SI, No	Technical Specifications	Bidder's Compliance (Yes / No)
1A	Supply and installation of required Infrastructure for UAT, DC & DR setup	
1B	Backup Solution	
1C	Document Archival & Retrieval Solution	
1D	Supply of FXPC Solution	
2A	Licenses for 300 end users (Max – 300; Concurrent – 150)	
3A	The FXPC solution should be compatible with all types of digital signature tokens.	
3B	Integration with Core Banking Solution (Finacle 7.x and Finacle 10.x / higher version) through staging table / DB Link	
4A	Integration with SOC / SIEM	
5A	Establishment of central setup: Installation of FXPC Solution	
5B	Rollout of individual branches	
5C	Maintenance of Infrastructure supplied for hosting the solution	
6A	Maintenance of Application Software	
7A	Facility Management Services (FMS): Minimum 2 resources to be deployed at Mumbai location during working hours on all working days	
8A	Admin User Training	
8B	Trainer's training	
8C	To implement document security plan conforming to the security guidelines of the Bank.	
Required Features of FXPC Solution		
1	FXPC Application will have centralised processing capabilities and multi-tier architecture.	
2	FXPC Application will be implemented with DC, DR & UAT setup along with required real time data synchronisation between DC, DR & UAT.	
3	FXPC Application will be implemented with high availability by configuring Clustering approach.	
4	In FXPC Application, each document will have unique reference number	
5	Documents will be digitally signed while uploading the same in FXPC Application	
6	FXPC Applications will have Maker/ Checker concept and only different users can initiate and authorize a transaction in DMS Application respectively	

7	The proposed DMS Application will be flexible to changes and easy to be integrated with other Applications	
8	FXPC Application will provide complex/ nested searching facilities	
9	FXPC Application will generate SMS/ e-mail alerts, wherever required by Bank	
10	FXPC Application will have exhaustive MIS and Audit Trial	
11	FXPC Application will implement compliance of FEMA/FTP/RBI/FEDAI/FCRA and other extant Guidelines	
12	The quality of the images will be assured by the FXPC Solution, if the captured images are poor then the same will be rejected or referred for re-scanning of the said document	
13	The invalid pages (blank pages etc.) will not be stored and it will be deleted by the Application / user	
14	The proposed FXPC Solution should support minimal data entry by providing auto-population of master data wherever applicable e.g. The Branch staff can enter the Customer ID based on which other details like Customer Name PAN, Age, Salary, Address, etc. will be auto populated from the Customer Master Data table	
15	For efficient scanning and to facilitate quick uploading of documents, the proposed Application should support template configuration for various business transactions	

Technical Bill of Material

Sl. No.	Item Description		Detailed specification including Make & Model, capacity, Quantity
1	Software	Application Software	
2		Any other (Pls. specify)	

Masked Commercial (to be submitted with the Technical Bid)

Table 1: Software Costs:

Sl. No	Description	Qty, (A)	Unit Cost (B)	Total Cost (C=A X B)	GST%
1	Application Software for installation/ implementation/ integration at UAT, DC & DR	1	xxxx	xxxx	xxxx
2	Others (if any, pls specify)		xxxx	xxxx	xxxx
3	Additional cost of user license	25	xxxx	xxxx	xxxx
4	Per Man-days Cost for implementing Change Request, if any, -- Rate will be fixed for the entire contract period irrespective of Man days required by Bank.	100 Man-days	xxxx	xxxx	xxxx
	SUB TOTAL TABLE 1				xxxx

Table 2: Training,

Sl No	Description	Qty (A)	Unit Cost (B)	Total Cost excluding GST (C=AXB)	GST%
1	Admin User training	1	xxxx	xxxx	xxxx
2	Trainer's training	2	xxxx	xxxx	xxxx
3	**SUB TOTAL TABLE 2**				xxxx

Table 3: Annual Technical Support (ATS)

Sl No	Description	Qty (A)	Unit Cost (B)	Year 4 Total Cost (C=A X B)	Year 5 Total Cost (C=A X B)	GST%
1	ATS of FXPC Solution after completion of warranty period of 03 years	1	xxxxx	xxxx	xxxx	xxxx
2	Others (if any, pls specify)		xxxxx	xxxx	xxxx	xxxx
3	TOTAL		xxxxx	xxxx	xxxx	xxxx
4	**SUB TOTAL TABLE 3 = Total Cost of (Year 4 + Year 5)**					xxxx

Table 4: Facility Management Support Cost

Sl. No	Description	Qty * (A)	Year 1 Unit Cost (B)	Year 1 Total Cost (C)	Year 2 Unit Cost (B)	Year 2 Total Cost (C)	Year 3 Unit Cost (B)	Year 3 Total Cost (C)	Year 4 Unit Cost (B)	Year 4 Total Cost (C)	Year 5 Unit Cost (B)	Year 5 Total Cost (C)	GST %
1	FM cost per resource per year for Mumbai location (09:00AM to 09:00PM)	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx
2	SUB TOTAL TABLE 4 = Total Cost of (Year 1 + Year 2 + Year 3 + Year 4 + Year 5)											**xxxx**	

*The vendor can deploy necessary resources as per the time schedule mentioned above after complying central minimum wages Act.

Table 5: Final Table to arrive at Total Cost of Ownership (TCO)

Sl. No	Description	Total Cost excluding GST (A)
1	SUBTOTAL TABLE 1	xxxx
2	SUBTOTAL TABLE 2	xxxx
3	SUBTOTAL TABLE 3	xxxx
4	SUBTOTAL TABLE 4	xxxx
5	**TOTAL COST OF OWNERSHIP (TCO) in figures**	xxxx
6	**TOTAL COST OF OWNERSHIP (TCO) in words**	xxxx

The above quotation is subject to the following considerations:-

- Each line item mentioned above is optional and Bank may or may not issue PO for the same; based on requirement.
- The calculation for arriving at TCO is properly mentioned in the appropriate columns. In case of any anomalies in the calculation for arriving at TCO, Bank will have the right to correct the same and it will be binding upon our company. TCO will be calculated based on **Sl. Nos. 5 & 6 of Column A in Table 5 (excluding GST)**.
- 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.
- In case of any discrepancy between figures & words, the amount in words shall prevail.
- Bank has discretion to keep any of the line item mentioned above as optional

as per Bank's requirement.

- We have ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.

- There is no commitment on minimum quantity of any line item to procure from the selected bidder.

- 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.

- We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.

- 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 XX.XX.2020 and subsequent pre-bid and amendments.

Company Seal   Authorized Signatory

Date   Name & Designation:

COMMERCIAL

Table 1: Software Costs:

SI No	Description	Qty, (A)	Unit Cost (B)	Total Cost (C=A X B)	GST%
1	Application Software for installation/ implementation/ integration at UAT, DC & DR	1			
2	Others (if any, pls specify)				
3	Additional cost of user license	25			
4	Per Man-days Cost for implementing Change Request, if any, -- Rate will be fixed for the entire contract period irrespective of Man days required by Bank.	100 Man-days			
	SUB TOTAL TABLE 1				

Table 2: Training,

SI No	Description	Qty (A)	Unit Cost (B)	Total Cost excluding GST (C=AXB)	GST%
1	Admin User training	1			
2	Trainer's training	2			
3	**SUB TOTAL TABLE 2**				

Table 3: Annual Technical Support (ATS)

SI No	Description	Qty. (A)	Unit Cost (B)	Year 4 Total Cost (C=A X B)	Year 5 Total Cost (C=A X B)	GST%
1	ATS of FXPC Solution after completion of warranty period of 03 years	1				
2	Others (if any, pls specify)					
3	TOTAL					
4	SUB TOTAL TABLE 3 = Total Cost of (Year 4 + Year 5)					

Table 4: Facility Management Support Cost

Sl. No	Description	Qty * (A)	Year 1 Unit Cost (B)	Year 1 Total Cost (C)	Year 2 Unit Cost (B)	Year 2 Total Cost (C)	Year 3 Unit Cost (B)	Year 3 Total Cost (C)	Year 4 Unit Cost (B)	Year 4 Total Cost (C)	Year 5 Unit Cost (B)	Year 5 Total Cost (C)	GST %
1	FM cost per resource per year for Mumbai location (09:00AM to 09:00PM)												
2	**SUB TOTAL TABLE 4 = Total Cost of (Year 1 + Year 2 + Year 3 + Year 4 + Year 5)**												

*The vendor can deploy necessary resources as per the time schedule mentioned above after complying central minimum wages Act.

Table 5: Final Table to arrive at Total Cost of Ownership (TCO)

Sl. No	Description	Total Cost excluding GST (A)
1	SUBTOTAL TABLE 1	
2	SUBTOTAL TABLE 2	
3	SUBTOTAL TABLE 3	
4	SUBTOTAL TABLE 4	
5	**TOTAL COST OF OWNERSHIP (TCO) in figures**	
6	**TOTAL COST OF OWNERSHIP (TCO) in words**	

The above quotation is subject to the following considerations:-

- Each line item mentioned above is optional and Bank may or may not issue PO for the same; based on requirement.
- The calculation for arriving at TCO is properly mentioned in the appropriate columns. In case of any anomalies in the calculation for arriving at TCO, Bank will have the right to correct the same and it will be binding upon our company. TCO will be calculated based on **Sl Nos. 5 & 6 of Column A in Table 5 (excluding GST)**.
- 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.
- In case of any discrepancy between figures & words, the amount in words shall prevail.
- Bank has discretion to keep any of the line item mentioned above as optional

as per Bank's requirement.

- We have ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
- There is no commitment on minimum quantity of any line item to procure from the selected bidder.
- 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.
- We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- 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 XX.XX.2020 and subsequent pre-bid and amendments.

Company Seal   Authorized Signatory

Date   Name & Designation:

COMPLIANCE SHEET

<u>DECLARATION</u>

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref No. DIT/BPR & BTD/OA/1305/2020-21 Date: 01/09/2020 including all annexures, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the said RFP.

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

Authorized Signatory:
Seal
Date:
Place:

PROFORMA FOR DEED OF INDEMNITY
(To be stamped in accordance with the stamp act)

This Deed of Indemnity executed at ……….. On the _____ day of _____ by M/s _____(hereinafter referred to as "the Obligor" which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

UCO Bank a body corporate constituted under the Banking Companies (Acquisition and transfer of undertakings) Act, 1970, having its Head Office at No. 10, BTM Sarani, Kolkata-700001(hereinafter referred to as "UCO Bank", which expression unless expressly excluded or repugnant to the context shall also include its successor, assigns, attorneys, agents, representatives, authorized officer and all and any such officer having the power and authority to represent the Bank)

WHEREAS

The Obligor has

A. offered to supply and install FXPC Solution with the specifications as prescribed in the Agreement / Contract dated _____ during the period of one year from the date of acceptance of the purchase orders issued by the Bank from time to time. The Supply of solution by the obligor is herein after referred to as "**Supply**".

B. Agreed to install and provide comprehensive maintenance for the Equipments, material used and workmanship by them in terms of the Agreement / Contract dated _____ and respective Purchase Orders issued from time to time during the warranty period of 36 months and during the post warranty period if required at the discretion of UCO BANK. (The installation and maintenance are herein after collectively referred to as "**Service/s**").

C. Represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for Supply of iPAD and provide other Service/s to UCO BANK.

D. Represented and warranted that the aforesaid supply/services offered to UCO BANK do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. 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 installation,

maintenance and contract period to the satisfaction of UCO BANK.

E. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract/ Agreement with UCO BANK.

2. UCO BANK, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to getting supplied and installed about FXPC solution with option of up gradation with the specifications contained in its Agreement/Contract dated _____ with the Obligor;

3. One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favour of UCO BANK indemnifying the latter against any claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to UCO BANK as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.

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

NOW THIS DEED WITNESSETH AS UNDER:-

In consideration of UCO BANK having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Agreement/Contract, the Obligor do hereby agree and undertake that:-

(1) the Obligor shall, at all times hereinafter, save and keep harmless and indemnified UCO BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against UCO BANK by whomsoever and all losses, damages, costs, charges and expenses that UCO 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, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.

(2) The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorizations, consents are

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

(3) The Obligor further agrees to provide complete documentation of all iPAD /Equipments/accessories/and other software, they are having. The Obligor shall also indemnify and keep indemnified UCO BANK against any levies/penalties/claims/demands, litigations, suits, actions, judgments, in this regard.

(4) If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.

(5)The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO BANK or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.

(6) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to UCO BANK).

(7) This indemnity shall survive the aforesaid Agreement.

(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 stated in the aforesaid Agreement and or as stated above.

(9) This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Kolkata. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

(10) UCO BANK may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of UCO BANK

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of   (_____**)**

By the hand of (_____)   the authorized official of the

Functional Capability Evaluation Sheet

SI	Workflow based FXPC Solution – SCOPE	Compliance Available (A) /Customizable as per Bank's requirements (C) /Yet to be developed (D)	Remarks, If any
A	**Customer Portal**		
1	The customer portal should support display of status of existing requests		
2	The system should have widgetized format with personalization features		
3	The system should have user preferred dashboard settings/ including Disclaimer notice		
4	The system should have a to Do Activity List for approve/reject transactions		
5	The system should have options to display Corporate Logo		
6	The customer portal should support initiation of new requests		
7	The customer portal should support maker and checker function for defined activities.		
B	**End Customer Features - Letter of Credit**		
1	The Solution should allow customers to initiate issuance, amendment and cancellation of letter of Credit		
2	The system should be enabled with Product types (Domestic LC related to Forex Trade transactions, Import LC, Stand By LC)		
3	The solution should allow initiation of new LC using standard templates or copying existing LCs including all required fields.		
C	**End Customer Features - Bank Guarantee**		
1	The Solution should allow customers to request for issuance, amendment and ~~cancellation~~ of Bank Guarantee		
D	**General Features**		
1	The Solution should allow the user to attach documents and images while initiating the Trade Request.		
2	The system should have option to save the transaction as draft and should allow to submit it in future.		
E	**Customer Setup Features**		

1	The solution should back end module to control the corporate user registration activities.			
2	The system should have option to automate the registration activities by interfacing it to the Bank's existing backend system.			
F	**Capabilities of the Proposed FXPC solution**			
1	The solution supports secure two way communication using the system between Bank and its customer			
G	**Reporting**			
1	The system provide comprehensive inquiries with capability to show the entire history of the transactions (Issuance, Amendments, Updates, Partial Settlement, etc.)			
2	Proposed FXPC solution shall have the capability of Comprehensive search criteria			
3	Proposed FXPC solution should have the capability of Viewing a snapshot of the entire chain of transactions e.g. for an LC transaction, a snapshot of the activities such as amendments, messages sent, bills drawn on LC, customer queries			
H	**AT Bank's End** **Letter of Credit-Foreign and Domestic (Inward & Outward)**			
1	FXPC solution should have the workflow capability to handle issuance, amendment ,cancellation of letters of credit. The solution also should have provision to create draft letter of credit.			
2	FXPC solution should have the capability to provide LC transfer functionality to the Bank.			
3	FXPC solution should provide Facility to LC auto closure at user defined period in the workflow and to be integrated in the finacle.			
4	FXPC solution should have the capability to handle LC advising. : To customers, non-customers and advise through other Banks LCs in the workflow environment.			
5	FXPC solution should have the capability of LC Advising and Debit Advise through /intimation through e-mail.			
I	**Inward and Outward Documentary Bills**			
1	FXPC solution should have the capability to provide Lodgement, acceptance, amendment, payment ,realisation and recovery facility for export and import bills.			
2	FXPC solution should have the capability to generate different Lodgement Intimation letters depending on product and Bank's branding guidelines.			
J	**Collection bills (Foreign and Domestic)**			
1	FXPC solution should have the capability to provide Lodgement, acceptance, amendment, payment , realisation and recovery facility for export and import bills			
K	**Trade Loans**			
1	FXPC solution should have capability to lodge bills for financing in workflow environment. The solution have capability to support disbursement through			

	integration with Core Banking Solution including partial payments.		
2	FXPC solution should have the capability of Tracer follow up /Closure.		
L	Guarantees (Inward & Outward)		
1	FXPC solution should have capability to handle issuance, amendment, cancellation of Bank Guarantee in a workflow environment. The solution also should have provision to create draft Bank Guarantee.		
2	FXPC solution should have the workflow of Guarantee Advising		
3	FXPC solution should have capability for BG Invocation in a workflow environment		
4	FXPC solution should the process Claims & Settlement in a workflow environment		
5	FXPC solution should have capability of BG Closure in a workflow environment		
M	**Remittances- Trade and Non Trade (Outward and Inward)**		
1	FXPC solution should have the capability to provide option for Import Remittances (Advance and Direct Bills) and non-trade remittances.		
2	FXPC solution should have the capability to do remittances through SWIFT or through Demand Draft or any another payment module.		
3	FXPC solution should have the capability to generate Regulatory reports and various control reports, meeting Bank's compliance standards.		
4	FXPC solution should have the capability for Real time conversion of Inward Swift payment messages to the PDF and initiating a case in Workflow.		
N	**Checks /Validations**		
1	Proposed Workflow based FXPC solution should have the workflow to Validate Shipping Bill number & BOE (Bill of entry) with EDPMS and IDPMS respectively.		
2	Proposed Workflow based FXPC solution should have the capability of IEC (Importer Exporter code) validation through integration.		
3	Proposed Workflow based Trade Finance solution should have the capability to conduct Real time OFAC(Office of Foreign Asset Control) / UN sanction check at the time of lodgement through IMO number.		
O	**Delegation/ Reassignment (ability to delegate/reassign task from one user to another based on**		
1	Auto Delegate task based on rules		
2	Ability to forward or reassign task manually		
3	Ability to reassign a task manually by Admin/User		
4	Ability to reassign tasks in bulk by Admin user		
5	Escalation (User ability to escalate tasks based on business rules/needs)		
6	Ability to escalate a task manually		
7	Ability to set escalations conditions during process		

	designing for auto escalation based on various conditions like SLA breach		
8	Ability to define escalation hierarchy		
9	Ability to collaborate with other users through chat		
10	Ability to save & retrieve collaboration conversation		
11	Ability for end users to collaborate work on a task and complete it.		
12	Ability to configure Out Of Office duration and delegation of task		
P	**Escalation**		
1	Ability to set escalations conditions for auto escalation based on various conditions like SLA breach		
2	Ability to define escalation hierarchy		
3	Ability to escalate a task manually		
Q	**Alert Management**		
1	Ability to configure Alerts		
2	Ability to send alerts/notification on events including task completion and approaching deadline, approval/ rejection/ status change/ SLA violation		
3	Ability to send external alerts and notifications. For example, Notification to customers on booking incoming/outgoing remittance through swift		
R	**GENERAL FEATURES**		
1	FXPC solution should have Standard clauses repository to help reduce processing time & to reduce operational risk		
2	FXPC solution should have Imaging and Document Management Support		
3	FXPC solution should have Pre-defined templates with added capability for users to define/modify templates		
4	FXPC solution should have the capability of Customer specific correspondence templates		
5	FXPC solution should have the Facility to re-print duplicate/copy		
6	FXPC solution should provide Transaction attributes based routing – product , operation, customer, amount, etc.		
7	FXPC solution should have the capability of Prioritizing of transactions		
8	FXPC solution should have the capability of defining Multiple levels of authorizations as per the Bank's policy		
9	FXPC solution should have the capability of Viewing a snapshot of the entire chain of transactions e.g. for an LC transaction, a snapshot of the activities such as amendments, messages sent, bills drawn on LC, customer queries		
10	FXPC solution should have Wide Range of standard reports		

11	Trade Finance solution should have the capability to configure all reports required for control perspective, RBI reports and compliance reports.		
12	FXPC solution should have the capability of Exporting of reports to a wide range of formats like excel, html, flat file, MS word, PDF		
13	FXPC solution should Enable Electronic Capture, Storage, Transfer, and Retrieval of documents		
14	FXPC solution should have Integrated data and image display properties		
15	FXPC solution should provide User defined Indexing and Categorization of scanned Images		
16	FXPC solution should have the capability of Image enrichment using annotations and stamps		
S	**Request Processing for New Trade Customer**		
1	The proposed workflow based FXPC solution should have a web interface where New Customer can initiate the Trade Request by feeding respective detail for processing.		
2	The proposed workflow based Trade Finance application should have a defined & configurable workflow for processing & decision making by respective stake holders of those New Customers. The solution should enable the user to upload required documents for the trade request.		
3	The initiated request can be processed at the back-end Trade Solution where it will move electronically in a configurable workflow platform. The proposed workflow based FXPC solution should have the customer intimation capability through Email Service integration.		
4	The proposed workflow based FXPC solution should have web interface where respective stake holders can update the status against trade request for new customers. On approval, the user should move the request to the respective authority for manually opening Customer Accounts & Limits in the CBS.		
5	The proposed workflow based FXPC solution should have MIS / Dashboard facility for this New Customer request processing. The dashboard should be able to provide detail & consolidated reports on New Customer Requests & its Status.		