

**Request for Proposal (RFP)
For
Appointment of IT Consultant on a Retainer Basis**



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

RFP REF NO: UCO/DIT/1668/2016-17 Date: 06/12/2016

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

This document is prepared by UCO Bank for its requirement for Appointment of IT Consultant on a Retainer Basis.

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 bidder'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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CONTROL SHEET TABLE

1	Tender Reference	UCO/DIT/1668/2016-17
2	Cost of Tender Document	₹ 10,000/- (Rupees Ten Thousand only)
3	<i>Date of issue of RFP</i>	06/12/2016
4	<i>Earnest Money Deposit (EMD)</i>	₹ 3,00,000 /- (Rupees Three Lacs only, in the form of Bank Guarantee favoring UCO Bank)
5	<i>Date of commencement of sale of tender document</i>	06/12/2016
6	<i>Pre-Bid queries</i>	On or before 13/12/2016
7	<i>Pre-Bid Meeting/Venue</i>	14/12/2016 at 11.30 am, UCO BANK, Head Office-2, Department of Information Technology, 5 th Floor,3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064.
8	<i>Last Date and Time for receipt of tender bids</i>	27/12/2016 at 3:00 pm
9	<i>Opening of Eligibility and Technical bids</i>	27/12/2016 at 3:30 pm
10	Opening of Commercial Bid	Will be informed subsequently to technically qualified bidders.
11	Address of Communication	UCO BANK, Head Office-2, Department of Information Technology, 7 th Floor,3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064.
12	Email- ID	hodit.calcutta@ucobank.co.in
13	Contact Telephone / Fax Numbers	Tel : 033-44559758 / 44559736 Fax : 033-44559063
14	Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5 th Floor, 3 & 4, DD Block, Sector -1, Salt Lake, Kolkata-700 064.

Note: Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at 3:30 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

1. INTRODUCTION

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, and its Department of Information Technology at 3 & 4, DD Block, Sector-1, Salt Lake, Kolkata - 700064, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 3000+ branches and more than 2600+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle (Ver. 7.0.25) as a Core Banking Solution. Bank is having tie up with Visa & NPCI and distributes VISA and RuPay enabled debit cards to the customers. Bank has also installed machines for Cash Deposit, Cheque Deposit and Passbook Printing in e-Lobbies across the country. The existing Cash Deposit kiosks, Cheque Deposit Machines and Self-Service Passbook Printing Kiosks are directly integrated with Bank's Core Banking System.

2. OBJECTIVE

The Bank's IT environment and its respective strategy would only add value to the bank and generate returns on IT investment provided it incorporates the emerging global and domestic technology trends / practices, imbibes regulatory environment and leverages on the bank's existing IT infrastructure and resources. The technology environment is ever changing which necessitates a re-look and a constant update of the technology plan of any organization. To provide suitable and appropriate technical consultancy services on retainer basis UCO Bank invites Request for proposal from reputed institutions / professional firms / companies to assist the Bank in providing services detailed more in the scope section of this document.

3. SUBMISSION OF OFFER – TWO BID SYSTEM

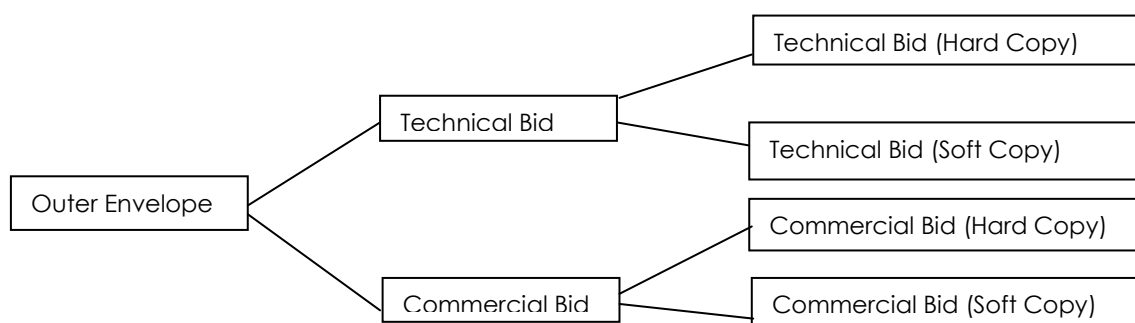
Separate Technical and Commercial Bids duly sealed and superscribed as "Technical Bid" and "Commercial Bid" respectively should be put in a single sealed outer cover duly sealed and super-scribed "Appointment of IT Consultant on a Retainer Basis" as per bid details given in the RFP.

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

The bids shall be dropped / submitted at UCO Bank's address given in the above Bid Detail-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 (Technical or Commercial)



The Eligibility/Technical Offer should be complete in all respects and contain all information asked for, in the exact format of eligibility / technical specifications given in the RFP, **except prices**. The Eligibility / Techno functional offer must not contain any price information. UCO BANK, at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

The Commercial Offer (Hard Copy) should contain all relevant price information and should not contradict the Technical Offer in any manner.

Note:

- If the outer cover / envelop are not sealed & superscribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.
- If any inner cover / envelop of a bid is found to contain both Eligibility/ Technical & Commercial Bids then that bid will be rejected summarily.
- If any outer envelope is found to contain only the technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- 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.
- 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.
- 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.
- Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

4. ELIGIBILITY CRITERIA FOR THE BIDDER

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

Sl. No.	Criteria	Proof of documents to be submitted
1	The bidder must be a Company registered under relevant statute in India under Companies Act 1956.	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted.
2	Bidder should be a positive net worth or Profit making entity during each of the last three financial years i.e. 2013-14, 2014-15 and 2015-16.	Copy of the audited balance sheets of the company showing net-worth of the company should be submitted.
3	Bidder should have a minimum annual turnover of ₹ 10 Crore in each of the last	Copy of the audited balance sheets of the company showing profit/loss & net

	three financial years i.e. 2013-14, 2014-15 and 2015-16.	worth of the company should be submitted.
4	The consulting firm or its subsidiaries should not be in the business of system integration or hardware or software solution providers or implementation services or providing facilities management services.	An undertaking to this effect must be submitted on company letter head duly signed & stamp
5	The bidder should have prior experience in performing end to end IT consultancy services comprising of any of the following IT strategy formulation, vendor evaluation and providing consultancy for & Implementation of Project Management related network architecture, security architecture, data centre, disaster recovery and Business Continuity and implementation project management for at least 1 public sector Bank in India within last 5 years.	Successful completion certificates or engagement letter from the Bank needs to be furnished along with the response
6	The bidder should not have been blacklisted by any Govt. / Govt. agency/PSUs Bank(s)/Financial Institutions in India in the past as on RFP submission date. An affidavit will be submitted by the Bidders that they are not the defaulters of any bank as on 30.09.2016 and their Borrowal account, if any, with any Bank is a Standard Asset	An undertaking to this effect must be submitted on company letter head duly signed & stamp. Affidavit of non-defaulter must be submitted.

5. BROAD SCOPE OF THE WORK

The broad scope of work to be undertaken by the selected bidder is as detailed below. However, please note that the scope is not limited to below mentioned areas and Bank may assign future projects wherever bank feels required.

5.1 Drafting of new Master Agreement, Terms & Conditions and Deliverables for New projects :

- ❖ Draft new Master Agreement for implementation after expiry of Current Master Agreement with existing System Integrator
- ❖ Document and list the contractual obligations and deliverables of the Vendor as part of the new Master Agreement
- ❖ Seek inputs from the Bank on the deliverables and obligations expected from the Vendor
- ❖ Determine and include financial penalty in Master Agreement for SLA Default on contractual obligations and Deliverables

- ❖ Assisting the Bank in Drafting & finalization of Project Management Plan/ Strategy for various projects in co-ordination with vendors involved during the contract period.
- ❖ Assisting the Bank in implementation & monitoring of various ongoing & incoming projects during the contract period.

5.2 Define Technology Road Map for the next 3 - 5 years

- ❖ Review Bank's existing technology with that of peers. Identify gaps, if any and assist in defining methodology for bridging up those gaps to ensure that the Bank is at par with peers in the industry.
- ❖ Gain understanding of the IT landscape of the Bank with respect to :
 - i. Application deployment
 - ii. Network and security
 - iii. Other IT infrastructure
- ❖ Perform a business and IT alignment exercise across all divisions and business units of the Bank encompassing:
 - i. Business application requirements
 - ii. Role of technology and support applications
- ❖ Identify technology requirements at the branches taking into consideration:
 - i. Ease of customer service
 - ii. Higher customer experience
 - iii. Optimal Staff utilization and productivity
- ❖ Define the IT strategy of the Bank both for the short term (3 years) and long terms (5 years)
- ❖ Define the investment layout
- ❖ Define the implementation roadmap and milestones
- ❖ Consultancy to achieve ISO 27001 for DC , DR and DIT which shall include preparing all necessary documents for ISO certification and also reviewing the security processes, carry out threat and vulnerability assessment, risk treatment plan, necessary training etc. required for certification.

5.3 Providing Assistance to the Bank on all Information Technology related Aspects

- ❖ Study new industry requirements or trends:
 - a. Conduct study of new regulatory and industry requirements or trends as requested by the Bank on a particular:
 - i Technology solution
 - ii Product / service offering
 - b. Prepare a study report detailing:
 - i The findings of the study
 - ii Applicability of the technology / product / service to UCO Bank environment
 - iii SWOT analysis
 - iv Option evaluations
 - v Pricing points

- vi Models available for deployment (ownership, outsourcing, BOOT, ASP etc.)
- c. Assist the Bank in finalizing the requirement
- d. Provide opinion / guidance on technology related matters referred by the Bank
- e. Gain understanding of the matter referred by the Bank
- f. Review / understand contractual obligations between the Banks and vendors
- g. Provide an opinion or guidance to the Bank on matters referred. The opinion / guidance note should include the following:
 - i. Use or applicability of the matter to the Bank's overall IT environment
 - ii. Comments on the contractual obligation of the vendors
 - iii. Comparison of some similar players and market trends
 - iv. Technology implications and fitment in the current environment
 - v. Impact on current and future technology environment
 - vi. Cost and other operational implications / impact for the Bank
- h. Participate in meetings and discussions with the vendors along with the Bank personnel
- i. Present point of view or opinion to the Bank's management
- j. Assist the Bank in finalizing and choosing the right solution / option considering the overall implications on the current and future requirements of the Bank
- k. Preparation and review of technology related policy documents / strategy documents in alignment with the Bank's business objectives.
- l. SOC implementation review and security baseline configuration assessment may be included in the scope

5.4 Provide Assistance in Vendor Evaluation and Selection for IT related Products, Services and Projects

- ❖ Functional and Technical Requirement Specification
 - a. Define the functional and technical requirements / specifications for the technology components / aspects referred by the Bank
 - b. Discuss the drafted functional and technical specifications with the IT department and obtain sign-off on the same.
- ❖ Define Service Levels
 - a. Identify SLA parameters
 - b. Define & Develop SLA parameters for various components of the IT Infrastructure and services. These would include:
 - i. Uptime of critical systems
 - ii. Maintenance downtime parameters
 - iii. Expected service levels and desired service level parameters.
 - c. Define the method of measuring and evaluating the Service levels
 - d. Define escalation matrix and procedures
 - e. Discuss the defined service levels and SLA parameters with the bank's management and obtain consensus
 - f. Define financial penalty for SLA Default on contractual obligations and Deliverables

- ❖ Assisting the Bank for taking up e-tendering project in order to conduct the procurement process, i.e. Expression of Interest, Contract download, submission of bid document, evaluation of tenders etc. online
- ❖ Assisting the Bank in implementation of various other projects as per bank's future plan namely –
 - a. Integrated Asset Liability Management
 - b. Integrated MIS System
 - c. Data Warehouse
 - d. Human Resources Management System
 - e. Document Management System
- ❖ Assisting the Bank in formulation of Request For Proposal Document
 - a. The request for proposal document (Tender) to be floated.
 - b. The scope of work to be performed by the vendor for the project
 - c. The terms and conditions of the project
 - d. The payment terms
 - e. Design the evaluation methodology
 - f. A framework for obtaining a comprehensive Price Bid
 - g. A framework for providing the Bill of Material
 - h. A framework for hardware sizing
 - i. Discuss the formulated request for proposal with the bank
- ❖ Assisting the Bank in the process of Vendor Evaluation and Selection in respect of (But not limited to)
 - a. Responding to the pre-bid technical and functional queries of the bidders
 - b. Drafting the EOI document for initial vendor screening
 - c. Defining the minimum eligibility criteria for the bidders
 - d. Conducting the expression of interest evaluation
 - e. Floating the request for proposal to the eligible bidders
 - f. Conducting a detailed technical and functional evaluation of the eligible bidders
 - g. Obtaining product demonstrations and conducting functional product evaluations
 - h. Performing technical Bill of Material normalization
 - i. Technical and functional short-listing
 - j. Commercial bid evaluation methodology for the technically short-listed vendors
 - k. Adhering to relevant Procurement guidelines of CVC
 - l. Provide inputs to the bank's legal team for defining the Service Level Agreements

5.5 Testing Services

- ❖ The consultant during the period of the contract may be from time to time as per the need of the Bank require to perform or project manage the end to end user acceptance testing, hardware and infrastructure acceptance, report and monitor performance benchmarks. The applications for which these tests need to be performed would be mutually agreed by the Bank and consultant from time to time

as per the need and requirement of the Bank. As part of the testing services the consultant is expected to:

- a. Define the test strategy and methodology for :
 - i. User Acceptance testing
 - ii. Performance benchmark
 - iii. Hardware and infrastructure testing
- b. Define the test case documentation and reporting framework
- c. Define the test plans and test calendars
- d. Define / review the test cases
- e. Perform / Assist the bank in performing user acceptance testing and hardware and infrastructure acceptance testing:
 - i. Define the acceptance test criteria for the IT components / products
 - ii. Agree and sign-off on the acceptance test process
 - iii. Assist for pre and post-delivery inspection of equipments and products being procured
 - iv. Map the equipments supplied by the IT vendor with the Bill of Materials
 - v. Identify part number/ equipment mismatches
 - vi. For the matched equipment, conduct a detailed acceptance testing involving Test plan preparation, Test data / requirements preparation, Conduct testing as per detailed testing methodology
 - vii. Validate individual system configuration in terms of licenses and other parameters e.g. hard disk capacity, RAM, CPU, etc.
 - viii. Document acceptance test results, and identify gaps
 - ix. Prepare a deviation list
 - x. Work back with the bank and the IT vendor to ensure that the gaps are fulfilled and prepare reports
- d. Report, manage and monitor the performance benchmark exercise
- e. Project management the entire testing for:
 - i. User Acceptance testing
 - ii. Performance benchmark
 - iii. Hardware and infrastructure testing

5.6 Provide Project Management Assistance for Implementation of IT Projects

- ❖ The consultant is expected to provide expert project management resources to hand hold the Bank throughout the entire project management life cycle for technology projects referred by the Bank. As part of the project management exercise the consultant is expected to setup the project management office and framework comprising of :
 - i. Project charter formulation
 - ii. Project risk analysis
 - iii. Assistance in project management and project delivery team identification and resourcing
 - iv. Change management procedures
 - v. Project planning and detailing
 - vi. Project quality management procedures

- a. Employ a formal project methodology on all projects undertaken with the level of detail and control scaled appropriately to the magnitude of the project effort and adhere to all project management processes and procedures
- b. Provide assistance to the Bank throughout the entire life cycle of the project implementation by managing and reviewing the following phases of the project:
 - i. Current State assessment
 - ii. Business parameterization
 - iii. Gap analysis and Customisation
 - iv. User Acceptance testing
 - v. Data migration
 - vi. Pilot Rollout
- a. Assist the Bank in closure of issues pending for resolution
- b. Review the resolution provided by the vendor and offer the solutions to the Bank based on the industry best practices.
- c. Review the progress made in the implementation of the project
- d. Track customization and gaps
- e. Monitor closure of gaps and customizations as per delivery schedules
- f. Assist the bank in defining the rollout schedules
- g. Assist the Bank in imparting Training of the work force and conducting Change Management following significant change in Technology
- h. Provide regular updates to Bank's IT Management committee and IT Committee of the Board , if required by the Bank
- i. Participate in all technical and functional discussions relating to the projects

5.7 Provide assistance to the Bank on IT Transformation within the bank

- ❖ The Bank has completed the core banking implementation at the domestic branches and covered 100% domestic business on the Core Banking platform. The bank followed prudent and innovative approaches as it embarked on the challenge of core banking solution implementation at various branches along with innovating with varied delivery channels to deliver efficient services to its customers. However, the bank understands that there is a need to periodically review its IT strategy and plans to review its critical and crucial decisions on IT Costs, number of vendors, own vs outsourcing, for various components of the overall IT plan of the bank.

At the same time, the bank wants to ensure adequate performance and fully leverage its current IT infrastructure and manage the upgradation, replacement and future expansion of the technology platform in a judicious and efficient manner. The bank intends to seek the assistance of the IT consultant for the following:

- a. Evaluate the existing CBS system and explore the need to upgrade, if required
- b. Leverage Current IT Infrastructure to its full potential
- c. Assist the Bank in forging link between Corporate Performance and effective information technology management and maximizing the impact IT has on

corporate performance

- d. Upgrade, replacement and modification for future expansion and requirements
- e. Identify the requirements for upgrade, replacement and modification jointly with Bank and/or the system integrator covering the following :
 - i. Software and licenses requirements
 - ii. Hardware requirements
 - iii. Data base and operating system requirements
 - iv. Data centre and disaster recovery site requirements and infrastructure
 - v. Network, security and bandwidth requirements
 - vi. Facilities management
- f. Define the functional and technical training requirements for the bank's staff for the same.
- g. Review of Decisions and Transitional support
 - i. Understand the management expectations in terms of long term IT plans on own vs. outsourcing, number of vendors, IT application portfolio and IT costs. In case of any changes, the consultant will be required to provide a business case, draft such plans and project manage the transition process to the new approach.
 - ii. Co-develop the resource and capacity planning requirements required for transitioning to new operating models or new IT infrastructure and operating models.

5.8 Provide assistance to the Bank for adopting the existing IT Projects and Infrastructure from the current outsourcing model to the in-house managed model in a phased manner.

- a. Assist the Bank in switching over from vendor driven projects to in-house driven projects after proper evaluation of
 - i. Cost benefit Risk
 - ii. Best practices in the industry
 - iii. Expertise of Bank's resources
- b. Prepare manpower planning requirements for the above
- c. Identify the impact on the current system and anticipated changes
- d. Participate in meetings and discussions with the Bank to identify
 - i. Process change fitment
 - ii. Process workarounds
 - iii. Additional effort / infrastructure requirements to meet the change requirements.
- e. Assisting the Bank in finalization & implementation of Standard Software Engineering Processes, Development models for in-house Software Development.

5.9 Provide assistance to the Bank to define and implement an effective IT governance framework

- a. Assess and measure the performance of IT processes in the Bank
- b. Provide detailed framework with hands-on information on how to achieve a successful operational Service management of IT in the Bank
- c. Provide guidance to Bank in the industry standard practice of information security
- d. Assist in detecting and combating security-relevant weak points in the IT environment
- e. Provide a framework for effective governance of IT to assist those at the highest level of Bank to understand and fulfill their legal, regulatory, and ethical obligations in respect of Bank's use of IT.

5.10 Provide assistance to the Bank for Review, modification and formulation of all IT related Policies including Business Continuity Planning

- a. Review and assist the Bank in modifying the IT related Policies ,namely:
 - i. Internet Banking Policy
 - ii. ATM policy
 - iii. IT Policy
 - iv. IT Security Policy
 - v. Disaster Recovery Policy
- b. Assist in formulating the under-noted IT related Policies, namely:
 - i. Outsourcing Policy for ATM Managed Services
 - ii. IS Audit Policy
 - iii. Mobile Banking Policy
 - iv. Online Share Trading Policy
 - v. Business Continuity Planning
 - vi. Purging Policy
 - vii. Archival Policy
 - viii. Mail Messaging Policy
- c. Assist the Bank in framing relevant IT related Policies currently in vogue in the industry and not yet formulated in the Bank.
- d. Assisting the Bank in implementation of various certifications & framework viz ISO 27001/27002 for critical IT sites viz: Bangalore Data Centre, Kolkata Data Centre and DIT Kolkata

5.11 Provide Assistant to the Bank for Implementing Gopal Krishna Committee's Recommendations

5.12 IT Risk Management

- a. Assisting the Bank in drafting, finalization & implementation of IT Risk Management Plan/Strategy/Framework
- b. Assisting the Bank in adoption & execution of industry best practices for IT Risk Management in the Bank.
- c. Assisting the Bank in Risk Identification, Migration and Impact Analysis etc.

6. SINGLE POINT OF CONTACT

The selected bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP.

7. PERIOD OF VALIDITY OF BID

Bids shall remain valid for 180 (One Hundred and Eighty) days after the date of technical / eligibility bid opening prescribed by UCO BANK. UCO BANK holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence and without assigning any reason therefor. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period.

8. PAYMENT TERMS

The Consultant's fees will be paid at the end of every quarter for the services rendered as per the rates which are described in the Commercial Proposal (**Annexure IV**) and finally agreed between Bank and Consultant on a project to project basis. For any work/assignment, the consultant will submit to the Bank the estimation of total efforts & fees applying the agreed per Man Day rates for Team Members & Senior Resource. The cap for total fee for any work/assignment will be the total fee at agreed Average Resource Cost per Man-day for the total number of Man Day efforts required. Estimate submitted by the Consultant for each work/assignment will be reviewed & approved by the Competent Authority in the Bank before awarding the work/assignment. The professional fee payable to the consultant shall be exclusive of service tax if any applicable and any other Government cess/levies as may be in force at that time and to claim such expenses, the consultant shall have registered with the concerned authorities for the said purposes. As such, the applicable service tax and any other Government cess/levies as may be in force at that time will be payable in addition to the professional fee quoted.

9. PAYING AUTHORITY

The Head Office, Department of Information Technology of UCO BANK shall be the Paying authority for IT Consultancy fee.

10. TENDER DOCUMENT AND FEE

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

UCO Bank, Head Office-2
3 & 4 DD Block, 5th Floor
Sector-I, Salt Lake
Kolkata – 700064
Phone no: 033-44559726 / 9758
Fax no: 033-23345013
E-Mail: hodit.calcutta@ucobank.co.in

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

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

11. EARNEST MONEY DEPOSIT

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 180 days in favor of UCO Bank payable at Kolkata for an amount of ₹ 3,00,000/-

Note:

1. 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. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee.

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

- a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. 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 within the stipulated time period.

The Bank details for Bank Guarantee (EMD) are as below:

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

12. PERFORMANCE GUARANTEE

The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the date of acceptance of the order or signing of the contract whichever is earlier, for a value equivalent to 10% of the total cost of ownership of the respective group. The Performance Guarantee should be valid for a period of 39 months (with three months claim period). The Performance Guarantee shall be kept valid till completion of the project.

The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project. In case the selected bidder fails to submit performance guarantee within the time stipulated, the bank at its discretion may cancel the order placed on the selected bidder without giving any notice. Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

13. 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, atleast 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.

14. ERASURES OR ALTERATIONS

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid. Any false statement submitted by the bidder is liable for rejection.

15. LANGUAGE OF BID

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.

16. LATE BIDS

Any bid received after the due date and time for receipts of bids as prescribed in this RFP will be rejected and returned unopened to the Bidder.

17. BID OPENING AND EVALUATION CRITERIA

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

TECHNICAL EVALUATION

First, Technical bid documents will be examined from the Eligibility Criteria angle. Bidders, who fulfill the eligibility criteria conditions related to bidder's financial stability and experience fully as mentioned in Clause no. 1.3, Section III, their bids only will be taken up for further evaluation/selection process rejecting the remaining bids.

The evaluation/selection process will be done with combination of, technical competence and commercial aspects as detailed here below. A maximum of 100 marks will be allocated for the technical bid. The evaluation of functional and technical capabilities of the bidders of this RFP will be completed first as per the following guidelines. The technical proposals only will be subjected for evaluation at this stage. The bidders scoring less than 75 marks (cut-off score) out of 100 marks in the technical evaluation shall not be considered for selection process. Once the evaluation of technical proposals is completed, the bidders who score more than the prescribed cut-off score will only be short listed.

In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score of 75, then the Bank, at its sole discretion, may relax the cut-off score to a lower value, which, in any case, should not fall below 60. In case at least 2 participants are not found with score 60 or above but below 75, the instant process would be cancelled and Bank reserved the right to go in for retendering process.

The evaluation of technical proposals, among other things, will be based on the following:

1. Prior experience of the bidder in undertaking projects of similar nature.
2. Professional qualifications and experience of the key staff proposed/ identified for this assignment.
3. Methodology/Approach proposed for accomplishing the proposed projects/assignments/work.
4. Activities/tasks, project planning, resource planning, effort estimate etc.

Various stages of technical evaluation are presented below:

1. Paper evaluation based on response
2. Arriving at the final score on technical proposal after Presentation -cum - Interview.

Technical criteria are classified under 3 heads - Credentials, People and Reference checks. The table below highlights the parameters under the technical criteria and scoring methodology.

Criteria	Evaluation Parameters	Max Marks	Scoring Methodology
Credentials	1. Should have prior experience in performing consultancy services comprising of IT strategy formulation such as IT Road map preparation, adapting of new technologies in Bank, Alternate Delivery Channels, Customer Relationship Management etc.	15	<ul style="list-style-type: none"> ❖ 15 marks- if the criteria are met for 5 or more Scheduled Commercial Banks except RRBs and Co-operative Banks ❖ 12 marks - if the criteria is met for 4 Scheduled Commercial Banks except RRBs and Co-operative Banks ❖ 9 marks - if the criteria is met for 3 Scheduled Commercial Banks except RRBs and Co-operative Banks ❖ 6 marks - if the criteria is met for 2 Scheduled Commercial Banks except RRBs and Co-operative Banks

			<ul style="list-style-type: none"> ❖ 3 marks - if the criteria is met for 1 Scheduled Commercial Banks except RRBs and Co-operative Banks ❖ Nil - if criteria is not met for any Scheduled Commercial Banks except RRBs and Co-operative Banks
	<p>2. Should have prior experience in project management of implementation of and providing Consultancy services in Network Security architecture including RFP preparation, vendor evaluation, contract signing, project implementation, project governance etc.</p>	15	<ul style="list-style-type: none"> ❖ 15 marks- if the criteria are met for 5 or more Scheduled Commercial Banks except RRBs and Co-operative Banks ❖ 12 marks - if the criteria is met for 4 Scheduled Commercial Banks except RRBs and Co-operative Banks ❖ 9 marks - if the criteria is met for 3 Scheduled Commercial Banks except RRBs and Co-operative Banks ❖ 6 marks - if the criteria is met for 2 Scheduled Commercial Banks except RRBs and Co-operative Banks ❖ 3 marks - if the criteria is met for 1 Scheduled Commercial Banks except RRBs and Co-operative Banks ❖ Nil - if criteria is not met for any public sector Commercial Bank
	<p>3. Should have prior experience in project management of implementation of and providing Consultancy services in Building of Data Centre, Disaster Recovery, Business Continuity Plan including RFP preparation, vendor evaluation, contract signing, project implementation, project governance etc.</p>	15	<ul style="list-style-type: none"> ❖ 15 marks- if the criteria are met for 5 or more Scheduled Commercial Banks except RRBs and Co-operative Banks ❖ 12 marks - if the criteria is met for 4 Scheduled Commercial Banks except RRBs and Co-operative Banks ❖ 9 marks - if the criteria is met for 3 Scheduled Commercial Banks except RRBs and Co-operative Banks ❖ 6 marks - if the criteria is met for 2 Scheduled Commercial Banks except RRBs and Co-operative Banks ❖ 3 marks - if the criteria is met for 1 Scheduled Commercial Banks except RRBs and Co-operative Banks ❖ Nil - if criteria is not met for any Scheduled Commercial Banks except RRBs and Co-operative Banks
	<p>4. Should have prior experience in project management of implementation of and providing Consultancy services in Business</p>	15	<ul style="list-style-type: none"> ❖ 15 marks- if the criteria are met for 5 or more Scheduled Commercial Banks except RRBs and Co-operative Banks

	Process Reengineering including ADC operation, new channel adaption, RFP preparation, vendor evaluation, contract signing, project implementation, project governance etc.		<ul style="list-style-type: none"> ❖ 12 marks - if the criteria is met for 4 Scheduled Commercial Banks except RRBs and Co-operative Banks ❖ 9 marks - if the criteria is met for 3 Scheduled Commercial Banks except RRBs and Co-operative Banks ❖ 6 marks - if the criteria is met for 2 Scheduled Commercial Banks except RRBs and Co-operative Banks ❖ 3 marks - if the criteria is met for 1 Scheduled Commercial Banks except RRBs and Co-operative Banks ❖ Nil - if criteria is not met for any Scheduled Commercial Banks except RRBs and Co-operative Banks
	Sub-Total		60

People- The SP (Service Provider) should have a pool of resources (at least 2 resources) in the below mentioned areas. The resources should have at least worked in the respective areas for at least 1 public sector Commercial Bank in India and should be with the firm for at least a period of 2 years. The areas of expertise are :

Criteria	Evaluation Parameters	Max Marks	Scoring Methodology
	Nos. of manpower involved in consultancy project for L3	3	<ul style="list-style-type: none"> ❖ 3 – more than 8 members are involved ❖ 2- from 6 to 8 members are involved ❖ 1 – less than 6 members are involved
	Nos. of manpower involved in consultancy project for L2	4	<ul style="list-style-type: none"> ❖ 4 – more than 25 members are involved ❖ 3- from 15 to 25 members are involved ❖ 2 – from 5 to 15 members are involved ❖ 1 – less than 5 members are involved
	Nos. of manpower involved in consultancy project for L1	3	<ul style="list-style-type: none"> ❖ 3 – more than 50 members are involved ❖ 2- from 25 to 50 members are involved ❖ 1 – less than 25 members are involved
	If either of Engagement Manager/Overall Person responsible is having qualification : CISA/CISSP/CISM	1	<ul style="list-style-type: none"> ❖ 1 mark - if more than 4 personnel meet the criteria
	ITIL/PIM	2	<ul style="list-style-type: none"> ❖ 2 marks – if more than 5 personnel meet the criteria ❖ 1 mark - if less than 5 personnel meet the criteria
	CCMI/CCNP	1	<ul style="list-style-type: none"> ❖ 1 mark - if more than 3 personnel

			meet the criteria
	OCP	1	❖ 1 mark – if more than 2 personnel meet the criteria
	Successfully completed project in last 5 years and with more than 10 members	5	❖ 5 marks – more than 5 projects have been successfully completed. ❖ 4 marks - more than 4 projects have been successfully completed. ❖ 3 marks - more than 3 projects have been successfully completed. ❖ 2 marks - more than 2 projects have been successfully completed. ❖ 1 mark - more than 1 project has been successfully completed.
	Sub-Total		20

Approach and Methodology	Demonstration of in-depth understanding of the Bank project requirements through the technical proposal supplemented by Presentation & interactions.	5	Subjective Evaluation
Client Site Visit	Client Site Visit	15	Subjective Evaluation. Please note that if the site visit report received from a bank / customer is negative the Bank will have the right to outright disqualify the vendor. References provided should be those of recent clients.
	Sub-Total		20
	Total Marks		100

Note :

1. Banks exclude RRBs and Cooperative Banks
2. Public sector and commercial banks mean public sector and commercial banks in India only
3. The Service Provider is required to provide documentary evidence for each of the above criteria and the same would be required on the client's letter head /Letter of engagement/agreement to the satisfaction of the Bank.

Presentation-cum-Interview:

The bidders of this RFP have to give presentation/interactions before panel of representatives of Bank on the methodology/ approach, time frame for various activities, strengths of the bidders in consultancy on such projects. The technical competence and capability of the bidder should be clearly reflected in the presentation. If any short listed bidder fails to make such presentation, they will be eliminated from the selection process.

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

The commercial proposals of technically short listed bidders will then be opened.

COMMERCIAL BID EVALUATION CRITERIA

It may be noted that commercial bids will be subjected to following evaluation process.

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

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

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

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

As an example, the following procedure can be followed.

In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 75 and the weightage of the technical bids and financial bids was kept as 70:30. In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 75, 80 and 90 marks respectively. The minimum qualifying marks were 75. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

<u>Proposal</u>	<u>Evaluated cost</u>
------------------------	------------------------------

A	Rs 120.00
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B	Rs 100.00
---	-----------

C	Rs 110.00
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Using the formula LEC/EC , where LEC stands for lowest evaluated cost and EC stand for evaluated cost, the committee gave them the following points for financial proposals:

A: $100/120 = 83$ points

B: $100/100 = 100$ points

C: $100/110 = 91$ points

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

Proposal A: $75 \times 0.70 + 83 \times 0.30 = 77.4$ points

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

Proposal C: $90 \times 0.70 + 91 \times 0.30 = 90.3$ points

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

Proposal A: 77.4 points: H3

Proposal B: 86 points: H2

Proposal C: 90.3 points: H1

Proposal C at the evaluated cost of Rs 110.00 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

SUBMISSION OF BIDS:

Tender bids should be submitted in different envelopes as explained below:

Inner Envelope Number	Contents	Addressed to	Superscribed with
1	Cost of RFP and EMD Instruments	Deputy General Manager (IT), UCO BANK	Technical Documents for Tender No. _____ dated _____) Group for _____
	Eligibility Compliance Documents as defined in the RFP	Deputy General Manager (IT), UCO BANK	
	Technical Bids : Documents as per Annexure	Deputy General Manager (IT), UCO BANK	
2	Commercial Bids: Documents as per Annexure	Deputy General Manager (IT), UCO BANK	Commercial Annexure for Tender No. _____ dated _____) Group _____

All the above envelopes for a group should be sealed and placed in another envelope and should be submitted.

Envelope Number	Contents	Addressed to	Superscribed with
1	Inner Envelopes, as mentioned above	Deputy General Manager (IT), UCO BANK Department of Information Technology, 3 & 4, DD Block (7 th Floor), Sector-1, Salt Lake, Kolkata – 700 064	"TENDER NO. _____ DATED _____ FOR" "

18. EXPENSES

It may be noted that Bank will not pay any amount/expenses/charges/fees/travelling expenses/boarding expenses/lodging expenses/conveyance expenses/out of pocket expenses other than the "Agreed Professional fee".

19. CLARIFICATION OF OFFERS

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.

20. SELECTION PROCESS

The bidders who are found eligible and technically qualified will be called for the commercial bid opening. The bidder(s) will be selected based on the lowest cost quoted by the bidders. The group wise details of the existing system software licenses & antivirus is mentioned above in the RFP document.

21. MANPOWER

The bidder must have on its rolls consulting staff who are technically qualified personnel in the area of IT consulting/Vendor evaluation and project management of IT procurement who possess relevant degrees / credentials with prior experience in providing the above consultancy services. It is mandatory that bidder to provide details of project handled, brief of the assignment, period for each of the resource proposed relevant to scope of the tender.

22. CONTRACT PERIOD

The contract period will be for a period of **3 years** which may be extended for another one year by the bank at the same cost. The annual cost quoted by bidder should be valid for another one year after completion of 3 years contract period. However the bank should not be under any obligation to extend the contract period. The Bank reserves the right to terminate the contract at its sole discretion by giving two months' notice without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection.

23. ORDER PLACEMENT

Bank will place the order to selected bidder after completion of technical and commercial evaluation. Before issuing of purchase order/letter of intent, Bank will initiate negotiation with the selected bidder every time to decide the timeline for the completion of project and implication of penalty.

24. ORDER CANCELLATION (TERMINATION)

UCO BANK reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by UCO BANK under the following circumstances:-

- a) The selected bidder commits a breach of any of the terms and conditions of the bid.
- b) The bidder goes into liquidation, voluntarily or otherwise.
- c) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- d) If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.

- e) In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected bidder.
- f) 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 for any reason, the contract is cancelled.
- g) 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 pending bills and/or invoking the bank guarantee under this contract.

25. CONSEQUENCES OF TERMINATION

- a. 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 selected 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.
- b. 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 Vendor 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.
- c. 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.

26. NORMALISATION OF BIDS

The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically shortlisted 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 till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted 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 bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

27. DISPUTE RESOLUTION MECHANISM

The selected Bidder and the Bank shall endeavor 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 Head (IT) of UCO BANK/Purchaser and the Authorized 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 selected 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.

28. JURISDICTION

The jurisdiction of the courts shall be Kolkata.

29. NOTICES

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

30. AUTHORIZED SIGNATORY

The selected bidder shall indicate the authorized signatories who can discuss and correspond with UCO BANK, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with 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.

31. CANCELLATION OF TENDER PROCESS

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 bidders.

32. PUBLICITY

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

33. FORCE MAJEURE

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

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
3. Terrorist attack, public unrest in work area

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The bidder or UCO BANK shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

34. CONFIDENTIALITY

The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/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 UCO BANK;
- To only make copies as specifically authorized by the prior written consent of UCO 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.
- Conflict of interest: The selected Bidder shall disclose to UCO 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.

35. NON-TRANSFERABLE 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.

36. PERIOD OF VALIDITY OF BID

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.

37. ADDRESS OF COMMUNICATION

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

38. PRELIMINARY SCRUTINY

UCO BANK will scrutinize the offers / bids to determine whether they are complete, whether any errors have been made in the offer / bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

UCO BANK may, at its discretion, waive 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.

39. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER / BID

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.

40. FORMAT FOR TECHNICAL OFFER / TECHNICAL BID

The Technical offer/Technical bid must be made in an organized and structured manner in the following form:

- i. Index.
 - ii. Tender offer forwarding letter (**Annexure – I**).
 - iii. Undertaking to be submitted by authorized signatory in Bidder's letter head stating that the user requirements as per scope of work mentioned in RFP is clearly understood by the bidder. Letter for acceptance and compliance of all the Terms and Conditions of RFP.
 - iv. Checklist of documents for Eligibility criteria (**Annexure – II**)
 - v. General details of bidder (**Annexure – III**)
 - vi. Commercial format (**Annexure-IV**)
 - vii. Letter confirming bid is signed by authorized signatory.
 - viii. Valid Bank Guarantee as EMD.
 - ix. Valid Bank Draft as Bid price if tender document is downloaded from Bank's website.
 - x. Bidder's Financial Details (audited balance sheets etc.) and other supporting documents, as stipulated in the RFP.
 - xi. Copy of this RFP duly signed by the authorized signatory.
 - xii. PRE CONTRACT INTEGRITY PACT (**Annexure-VII**)
 - xiii. Masked commercial BOM to be submitted along with the technical bid, which should be same format as required by Bank.
 - xiv. Proforma for Deed of Indemnity(**Annexure-VIII**)
- All Claims made by the bidder will have to be backed by documentary evidence.

41. FORMAT FOR COMMERCIAL OFFER

The commercial offer should be quoted in Indian Rupees as per the format given in **Annexure –IV**.

The short listed bidder has to keep the finalized price valid for the entire contract period.

There should not be any escalation in price due to fluctuation in foreign currency or change in duty structure or for any other reasons. However, impact of fall in prices, taxes, duties would be passed on to the Bank suo-moto.

42. SIGNING OF THE BID

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 the duly authorized officers and supported by internal corporate authorizations.

43. COSTS OF PREPARATION & SUBMISSION OF BID

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.

44. CONFIDENTIALITY OF THE BID DOCUMENT

The bidder irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

45. RIGHT TO ALTER QUANTITIES

The Bank reserves the right to alter the number of Licenses for which ATS is specified in the tender document in the event of changes in plans of the Bank. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder. The bank reserves the right to place order for additional hardware equipment's at the agreed price during the contract period with the same terms and conditions.

46. INDEMNITY

The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to their offered reconciliation services together with malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder shall not exceed the total cost of the order value.

47. OWNERSHIP AND RETENTION OF DOCUMENTS

- UCO BANK shall own the documents, prepared by or for the selected bidder arising out of or in connection with the Contract.
- Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by UCO BANK, the Vendor shall deliver to UCO BANK all documents provided by or originating from UCO BANK/ Purchaser and all documents produced by or from or for the Vendor in the course of performing the Service(s), unless otherwise directed in writing by UCO BANK at no additional cost.
- The selected bidder shall not, without the prior written consent of UCO BANK/ Purchase Store, copy, distribute or retain any such Documents.
- The selected bidder shall preserve all documents provided by or originating from UCO BANK/ Purchaser and all documents produced by or from or for the Vendor in the course of performing the Service(s) in accordance with the legal, statutory, regulatory

obligations of UCO BANK/Purchaser in this regard.

Encl: Annexure – I, II, III, IV, V, VI, VII, VIII & IX

48. LIMITATION OF LIABILITY

Bidder's aggregate liability under the contract shall be limited to a maximum of the **contract value**. This limit shall not apply to third party claims for

- a. IP Infringement indemnity.
- b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP.
- c. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

49. LIQUIDATED DAMAGES (LD)

The Bank will impose liquidated damages i.e 1% of the assigned particular project cost per week or part thereof, for delay in not adhering to the time schedule for commitment under each contract. If the selected Bidder fails to complete the due performance of the contract in accordance to the specification and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract or to accept performance already by the Bank as Liquidated Damage for non-performance. Both the above Liquidated Damages are independent of each other and are applicable separately and concurrently. Overall cap for penalties under this clause will be 10% of the contract value of the respective assignment. LD is not applicable for reasons attributable to the Bank and Force Majure. However, it is the responsibility of the bidder to prove that the delay is attributed to the Bank and Force Majure. The bidder shall submit the proof authenticated by the bidder and Bank official that the delay is attributed to the Bank and Force Majure along with the bills requesting payment.

50. EXECUTION OF SLA/NDA

The consultant should execute an Agreement, which would include all the services and terms and conditions to be extended as detailed herein and as may be prescribed by the Bank and Non-disclosure agreement (**NDA**). The consultant should execute agreement within one month from the date of acceptance of Letter of Appointment.

Annexure – I
(Tender offer forwarding letter)

Tender Reference No.: UCO/DIT/1668/2016-17 dated 06/12/2016

Date: XX. XX. 2016

The Deputy General Manager (IT, 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 “Appointment of IT Consultant on a Retainer basis”

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for Appointment of IT Consultant on a Retainer basis as per Specification mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by the bank we undertake to provide Consultancy as per your purchase orders.

In the event of our selection by the Bank as IT Consultant on a Retainer basis. as per the Specification of the Bank, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period of 3 (Three) years and 3 (Three) months.

We agree to abide by the terms and conditions of this tender offer till 180 days from the date of commercial 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.

We enclose the following Demand Drafts:

1. DD No. dated for ₹ 10,000/- (Rupees Ten Thousands only) as Cost of RFP Document &
2. BG No. xxxx dated _____ for Rs. _____/- (Rupees _____ Lacs only) as EMD.

The DD issued in favour of UCO Bank by.....BankBranch payable at Kolkata.

Dated this _____ day of _____ 2016

Signature: _____

(In the Capacity of) _____

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

Checklist of Documents for Eligibility Criteria

Sl. No.	Criteria	Proof of documents to be submitted
1	The bidder must be a Company registered under relevant statute in India under Companies Act 1956.	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted.
2	Bidder should be a positive net worth or Profit making entity during each of the last three financial years i.e. 2013-14, 2014-15 and 2015-16.	Copy of the audited balance sheets of the company showing net-worth of the company should be submitted.
3	Bidder should have a minimum annual turnover of ₹ 10 Crore in each of the last three financial years i.e. 2013-14, 2014-15 and 2015-16.	Copy of the audited balance sheets of the company showing profit/loss & net worth of the company should be submitted.
4	The consulting firm or its subsidiaries should not be in the business of system integration or hardware or software solution providers or implementation services or providing facilities management services.	An undertaking to this effect must be submitted on company letter head duly signed & stamp
5	The bidder should have prior experience in performing end to end IT consultancy services comprising of any of the following IT strategy formulation, vendor evaluation and providing consultancy for & Implementation of Project Management related network architecture, security architecture, data centre, disaster recovery and Business Continuity and implementation project management for at least 1 public sector Bank in India within last 5 years.	Successful completion certificates or engagement letter from the Bank needs to be furnished along with the response
6	The bidder should not have been blacklisted by any Govt. / Govt. agency/PSUs Bank(s)/Financial Institutions in India in the past as on RFP submission date. An affidavit will be submitted by the Bidders that they are not the defaulters of any bank as on 30.09.2016 and their Borrowal account, if any, with any Bank is a Standard Asset	An undertaking to this effect must be submitted on company letter head duly signed & stamp. Affidavit of non-defaulter must be submitted.

Place:

Signature of Bidder: _____

Date:

Name: _____

General Details of the Bidder**A. Profile of Bidder**

Name of bidder:

1. Location

Regd. Office:

Controlling Office:

2. Constitution**3. Date of incorporation & Date of Commencement of business:****4. Major change in Management in last three years****5. Names of Banker /s****B. Financial Position of Bidder for the last three financial years**

	2013-14	2014-15	2015-16
Net Worth			
Turnover			

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

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

Details of Experience in the field of Consultancy

PSU Organization/BFSI		
Name of Organisation	Period	
	From	To

N.B. Enclose copies of Purchase Orders and references

Signature of Bidder: _____

Place: _____

Name: _____

Date: _____

Business Address: _____

Commercial Bid Format

Scope of Work	Resource Level	Cost/Man day	Man Days per Annum assumed (290 Working days)	Applicable Taxes (%)	Total Cost (d)= (a*b*c)
		(a)	(b)	(c)	(d)
Scope of work as defined	Team Member		500		
	Senior Resource		200		
	Total Cost	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx		

Terms and Conditions

- ❖ It may be noted that Bank will not pay any amount/expenses/charges/fees/travelling expenses/boarding expenses/lodging expenses/conveyance expenses/out of pocket expenses other than the "Agreed Professional fee".
- ❖ The fee per man-day rates quoted above is in lump sum (fixed price) amount and any additional amount will not be payable by the Bank for whatsoever reasons during the contract period of 36 months, extendable to further 24 months.
- ❖ The fee quoted is exclusive of service tax if any applicable and any other Government cess/levies as may be in force.
- ❖ Bank will deduct applicable TDS, if any, as per the law of the land.
- ❖ The fee quoted also includes the cost of deliverables for all the phases of the Project.
- ❖ Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.

Signature of Bidder: _____

Place: _____

Name: _____

Date: _____

Business Address: _____

Format for Bid Security (EMD)

To,

The Deputy General Manager (IT, BPR & BTD)
UCO BANK,
Department of Information Technology,
5th Floor, 3 & 4 DD Block,
Sector-I, Salt Lake,
Kolkata – 700064

Dear Sir,

In response to your invitation to respond to your RFP for Appointment of IT Consultant on a Retainer basis. M/s _____ having their registered office at _____ hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for IT Consultant of the Bank and to provide related services as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our Head Office _____ hereby irrevocably guarantee an amount of **₹ 3 Lacs (Rupees Three Lacs Only)** as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

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

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

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

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed **₹ 3.00 Lacs (Rupees Three Lacs Only)**.
2. This Bank guarantee will be valid upto _____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____.

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

Yours faithfully,

For and on behalf of

_____ Bank

Authorised Official

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

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

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

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

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

3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

4. We, _____ [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ (Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

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

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

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

Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed Rs_____.
(Rupees_____) only.

ii) This Bank Guarantee shall be valid upto _____ and

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

8. Dated the _____day of _____ for_____ [indicate the name of Bank]

Yours' faithfully,

For and on behalf of

_____ Bank

Authorised Official

Note:

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

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

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of....., 20__between, on one hand 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 {hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.....represented by Shri..... (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is aDepartment performing its functions on behalf of UCO BANK.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for

an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the

BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of _____;
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of UCO Bank, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the UCO Bank for a minimum period of four years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be-entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PS U and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 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.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 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.

8.6 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.

8.7 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.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/'Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic Situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. 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 provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at -----on-----.

BUYER

BIDDER

Name of the Officer

Authorised Signatory

Designation

Deptt

Witness

Witness

1.

1.

2.

2.

PROFORMA FOR DEED OF INDEMNITY

This Deed of Indemnity executed at On the _____ day of _____ 2016 by M/s Name of the vendor (hereinafter referred to as "the Obligor" or "Vendor" 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

1. The Obligor has

A. offered the IT Consultancy Service as prescribed in the Agreement / Contract dated _____ during the period of Two years from the date of acceptance of the purchase order / date of agreement issued by the Bank from time to time. The services offered by the Obligor would be herein after referred to as "**Supply/Services**".

B. 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 for getting services from the selected vendor.

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:-

The obligator shall indemnify, protect and save the UCO Bank and hold the UCO 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 (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the

deliverables and or services provided by the Vendor, (iv) 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 UCO Bank against any loss or damage to the UCO Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the UCO 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 UCO Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the UCO 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 UCO Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and (iv) the UCO 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 UCO 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 UCO Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

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

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 governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.

3. 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.

4. 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.

5. 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).

6. This indemnity shall survive the aforesaid Agreement.

7. 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.

8. 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.

9. 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 Obligor)

NON-DISCLOSURE AGREEMENT

RFP Ref. No.: UCO/DIT/1668/2016-17

Date: 06/12/2016

We, _____, having Registered Office at _____, hereinafter referred to as the First party, are agreeable for Appointment of IT Consultant on a Retainer Basis, having its head office at 10 BTM Sarani, Kolkata - 700 001, hereinafter referred to as Second party and,

WHEREAS, the First Party understands that the information regarding Second party's Appointment of IT Consultant on a Retainer Basis shared by Second party in their Request for Proposal is confidential and/or proprietary to Second party, and

WHEREAS, the First Party understands that in the course of submission of the offer for the said Appointment of IT Consultant on a Retainer Basis and/or in the aftermath thereof, it may be necessary that the First Party may perform certain jobs/duties on Second party's properties and/or have access to certain plans, documents, approvals or information of Second party;

NOW THEREFORE, in consideration of the foregoing, the First Party agrees to all of the following conditions, in order to induce Second party to grant the First Party specific access to Second party's property/information

The First Party will not publish or disclose to others, nor, use in any services that the First Party performs for others, any confidential or proprietary information belonging to Second party, unless the First Party has first obtained Second party's written authorisation to do so;

The First Party agrees that notes, specifications, designs, memoranda and other data shared by Second party or, prepared or produced by the First Party for the purpose of submitting the offer to Second party for the said Financial Inclusion Solution and Services, will not be disclosed to during or subsequent to submission of the offer to Second party, to anyone outside Second party

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

Place:

Date: