

Request for Proposal (RFP)
For
Selection of IT Consultant on Retainer Basis



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

RFP REF NO: DIT/BPR & BTD/129/2020-21
Date: 30/04/2020

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

This document is prepared by UCO Bank for Selection of IT Consultant on a Retainer Basis. It should not be reused or copied or used either partially or fully in any form.

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

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Bid Control Sheet

Tender Reference	DIT/BPR&BTD/OA/129/2020-21 dated 30/04/2020
Cost of Tender Document	Rs.10,000/- (Rupees Ten Thousand only)
Date of issue of RFP	30/04/2020
Earnest Money Deposit (EMD)	Rs.5,00,000/- (Rupees Five Lakhs only, in the form of BG)
Date of commencement of sale of tender document	30/04/2020
Pre-Bid queries submission Date	On or before 27/05/2020 upto 3:00 PM
Pre- Bid Meeting Date & Time	29/05/2020 at 12:30 PM
Last Date and Time for receipt of tender bids	15/06/2020 at 4:00 PM
Opening of Eligibility and Technical bids	15/06/2020 at 4:30 PM
Opening of Commercial Bid	Will be informed subsequently to eligible & technically qualified bidders.
Address of Communication	UCO BANK, Head Office-2, Department of Information Technology, 7th Floor,3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064.
Email address	hodit.proc@ucobank.co.in
Contact Telephone	Tel :033-44559775 / 70
Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5th Floor, 3 & 4, DD Block, Sector -1, Salt Lake, Kolkata-700 064.

Note: Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at **04:30 PM**. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

PART-I

1. Introductions

UCO BANK, a body Corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata- 700001, India, hereinafter called "The Bank", is one of the leading public sector Banks in India having more than 3000+ branches. All the branches of the Bank are CBS enabled through Finacle (Ver. 7.0.25) as a Core Banking Solution. 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. Overview or Objectives

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 retainership 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. Eligibility Criteria

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

Sl. No.	Clause	Documents required
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 or Partnership firm / LLP registered in India under Partnership Act 1932/2008 as amended for the last 3 years as on RFP issuance date. No two entities joining (JVs) specific to this project will be considered.	Certificate of Incorporation/ Registered Partnership Deed, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility bid.

2	The Bidder should have a minimum annual turnover of Rs. 50 Crores per year from the consultancy service business during the last three financial years (2016-17, 2017-18 & 2018-19).	Copy of the audited balance sheet of the company for the consecutive last three financial years (2016-17, 2017-18 & 2018-19) should be submitted along with Chartered Accountant Certificate.
3	Bidder should have positive net worth in each of the last three financial years i.e. (2016-17, 2017-18 & 2018-19).	
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 in UCO Bank.	An undertaking to this effect must be submitted on company letterhead with duly signed & sealed.
5	The bidder should have prior experience in performing end to end IT consultancy services in any two Scheduled Commercial Banks/RBI/NPCI/ MoF/MeITY/GIC/LIC.	Documentary evidence with relevant copies of Purchase Order along with Satisfactory Working Certificates / Payment Receipt/ Project Sign-Offs in the last two years including names of clients with Phone and Fax numbers, E-Mail IDs etc.
6	Bidder should not have been Blacklisted by (the Central / any of the State Governments or any Financial Institutions in India as on date of RFP submission) any Bank/Institution in India.	Bidder has to submit a Declaration in the format as mentioned in the Annexure – VI of this RFP document.
7	The Bidder should also ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected	Self-declaration to this effect on the company's letterhead should be submitted.

Note:-

The Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for

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

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. UCO BANK reserves the right to verify /evaluate the claims made by the bidder independently. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

PART-II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS

1. Invitation for Bids

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

2. Due Diligence

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

3. Tender Document and Fee

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of **Rs.10,000/- (Rupees Ten Thousand Only)** as Tender document Cost.

A complete set of tender documents can also be downloaded from Bank's website www.ucobank.com. The Cost of tender documents shall be paid through NEFT mode or by Demand Draft / Banker's Cheque / Pay Order drawn in favour of UCO Bank payable at Kolkata. The bidder has to provide the Bank the UTR no. generated after the NEFT (hard copy of the receipt generated should be submitted along with the bid documents), failing which the bid of the concerned bidder will be rejected. The Cost of tender document is non-refundable.

The Bank details are as below:

Bank details for Tender Fee	Address for Obtaining printed copy of RFP
Account Number-18700210000755 Account Name- M/s H O DIT Branch- DD Block, Salt Lake branch IFSC- UCBA0001870 MICR-700028138	UCO Bank Head office, Department of Information Technology 7 th floor ,3&4 DD Block, Salt lake City, Sector-1, Kolkata – 700064 Ph. No.- 033- 4455 9775/9770

4. Earnest Money Deposit

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

Particulars of Job to be undertaken	EMD
RFP for Selection of IT Consultant on Retainer Basis	Rs 5,00,000/- (Rupees Five Lakhs Only)

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

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

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

5. Rejection Of The Bid

The Bid is liable to be rejected if:

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

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

6. Pre-Bid Meeting

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

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

7. Modification And Withdrawal Of Bids

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

8. Information Provided

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

9. Clarification of Offer

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

10. Late Bids

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

11. Issue Of Corrigendum

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

12. For Respondent Only

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

13. Disclaimer

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

any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

14. Selection Process

The bidder who qualifies in the technical evaluation will qualify for commercial evaluation. The bidder whose bid has been determined to be responsive and who quotes the lowest price will be treated as **L1 Bidder**.

Any decision of Bank in this regard shall be final, conclusive and binding upon the bidder(s).

15. Costs Borne By Respondents

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

16. No Legal Relationship

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

17. Cancellation Of Tender Process

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

18. Corrupt And Fraudulent Practices

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

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

AND

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission)

designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

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

19. Non-Transferrable Offer

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

20. Address Of Communication

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

21. Period Of Bid Validity

Bids shall remain valid for 180 (One Hundred and Eighty) days after the date of bid opening prescribed by UCO BANK. UCO BANK holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

22. No Commitment To Accept Lowest Or Any Bid

UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. UCO Bank reserves the right to make any changes in the terms and conditions of purchase. UCO Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.

23. Other Terms And Conditions

a. Cost of preparation and submission of bid document: The bidder shall bear all costs for the preparation and submission of the bid. UCO Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

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

24. Errors And Omissions

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

25. Acceptance Of Terms

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

26. RFP Response

If the response to this RFP does not include the information required or is incomplete or submission is through Fax mode or through e-mail, the response to the RFP is liable to be rejected.

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP

process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

27. RFP Response Validity Period

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

28. Notification

Bank will notify the Respondents in writing as soon as possible about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

29. 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 initialled / authenticated by the person/(s) signing the Bid.

30. Clarifications On And Amendments To RFP Document

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

31. Language Of Bids

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.

32. Authorized Signatory

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by person who is duly authorized by the Board of Directors / Competent Authority of the bidder or having Power of Attorney.

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board certified by Company Secretary along with Power of Attorney duly stamped, authorizing an official or officials of the company to

discuss, sign with the Bank, raise invoice and accept payments and also to correspond.

33. Submission Of Offer – Three Bid System

UCO Bank will follow Three Bid System i.e. Separate **Eligibility Bid** – containing Eligibility Information, Tender Fee, Earnest Money Deposit in the form of Bank Guarantee and Pre Contract Integrity Pact, **Technical Bid** – containing Technical Information, Masked Commercial Bid & Masked Bill of Materials and **Commercial Bid** – containing Price Information along with the soft copies (preferably in non-optical storage) duly sealed and super-scribed as – RFP for Selection of IT Consultant on Retainer Basis (Eligibility Bid), – RFP for Selection of IT Consultant on Retainer Basis (Technical Bid) and – RFP for Selection of IT Consultant on Retainer Basis (Commercial Bid) as per the format prescribed in Annexure – XIX respectively should be put in a single sealed outer cover duly sealed and super-scribed as – RFP for Selection of IT Consultant on Retainer Basis as per the bid details given in the RFP.

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

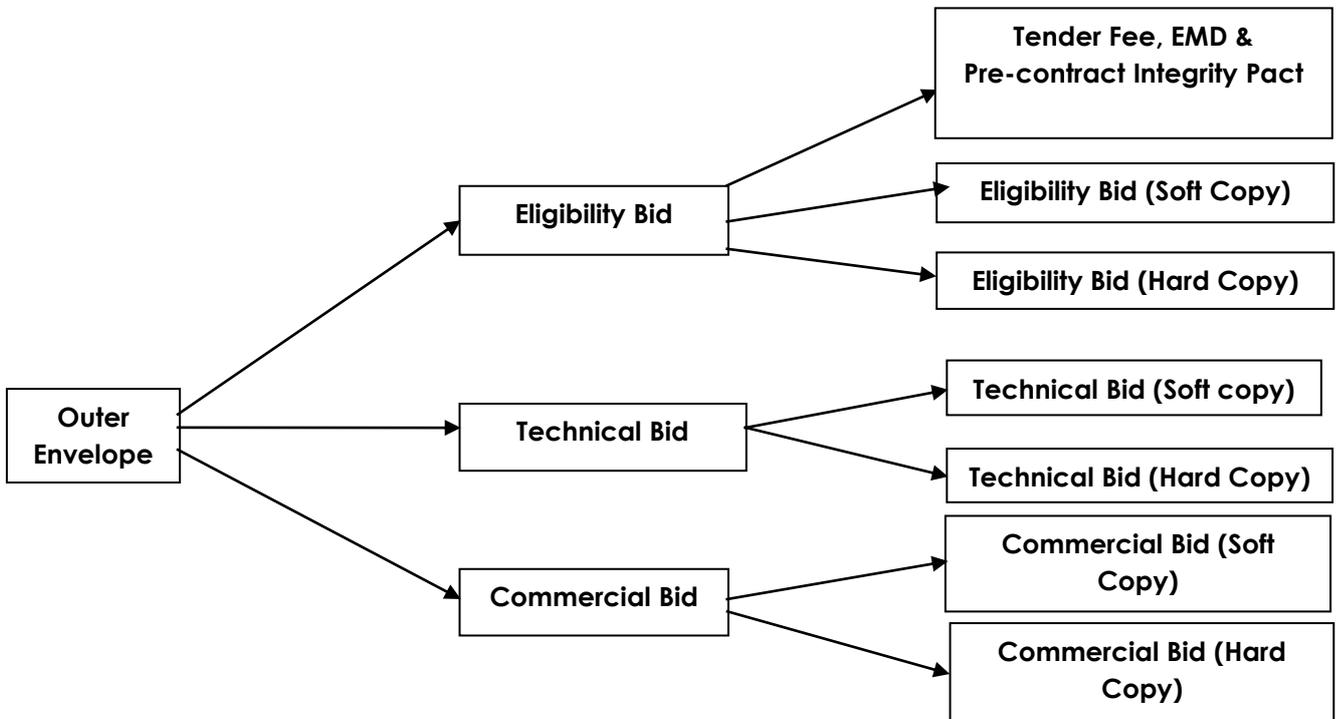
All envelopes must be super-scribed with the following information:

- Name of the Bidder
- Offer Reference
- Type of Offer (Eligibility or Technical or Commercial)

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

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

The envelopes separately should contain the documents in the order mentioned in the following diagram.



Bidder to ensure that Soft copy of the bids submitted, should contain each and every document submitted in the original bid documents.

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

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

Note:

- i. If the outer cover / envelop are not sealed & super-scribed as required, the Bank will assume no responsibility for bid documents misplacement or premature opening.
- ii. The commercial offer (Hard Copy) should contain all relevant price information.
- iii. All pages and documents in individual bids should be numbered as page no. (Current Page. No) of page. no - (Total Page No) and should contain

tender reference no. and Bank's Name.

- iv. The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
- v. If any inner cover / envelop of a bid is found to contain Eligibility/ Technical & Commercial Bids together then that bid will be rejected summarily.
- vi. If any outer envelope is found to contain only the eligibility bid or technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- vii. If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
- viii. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- ix. The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders.
- x. Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

34. Adoption Of Integrity Pact

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

- i. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- ii. Principal to treat all bidders with equity and reason
- iii. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally
- iv. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.

- v. Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- vi. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- i. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

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

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

Independent External Monitor(s)

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

As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

The bidder (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

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

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

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

- i. Shri S. R. Raman
1A-121, Kalpataru Gardens
Near East-West Flyover
Kandivali East, Mumbai - 400101
E-mail:- raman1952@gmail.com
- ii. Ms. Vijayalakshmi R Iyer
Flat No. – 1402, Barberry Towers,
Nahar Amrit Shakti,
Chandivali, Powai, Mumbai – 400072
E-mail:- vriyer1955@gmail.com

PART-III Bid Opening & Evaluation Criteria

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

The Stages are:

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

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.

1. Eligibility Evaluation:

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

2. Technical Evaluation:

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 **Part – 1, Clause no.3**, 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 in any of the three consultancy areas: i) IT strategy formulation, ii)IT Road map preparation, adapting of new technologies in Bank. iii)Revamping of Alternate Delivery Channels. iv) Customer Relationship Management. v) Migration of CBS Application vi) Amalgamation of PSBs.	15	<ul style="list-style-type: none"> • 15 marks- if the criteria are met for 4 or more Banks / Govt. Financial Institutions in India • 10 marks - if the criteria is met for 3 Banks / Govt. Financial Institutions in India • 5 marks - if the criteria is met for 2 Banks / Govt. Financial Institutions in India
	2.Should have prior experience in project management for	15	<ul style="list-style-type: none"> • 15 marks- if the criteria are met for 4 or more Banks / Govt. Financial Institutions in India

<p>Implementation of and providing Consultancy services in at least 2 consultancy areas</p> <p>i)Implementation & Migration of Finacle 10. ii) Internet banking iii)Network Security Architecture iv) RFP preparation, v) Vendor evaluation, contract signing, project implementation, project governance etc.</p>		<ul style="list-style-type: none"> • 10 marks - if the criteria is met for 3 Banks / Govt. Financial Institutions in India • 5 marks - if the criteria is met for 2 Banks / Govt. Financial Institutions in India
<p>3. Should have prior experience in project management of implementation of and providing Consultancy services in</p> <p>i)Building of Data Centre or shifting of Data Centre, ii)Disaster Recovery, or evaluating Collated DC facilities based on the Banks requirement. iii)Business Continuity Plan. iv)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 4 or more Banks / Govt. Financial Institutions in India • 10 marks - if the criteria is met for 3 Banks / Govt. Financial Institutions in India • 5 marks - if the criteria is met for 2 Banks / Govt. Financial Institutions in India
<p>4. Should have prior experience in project management of implementation of and providing Consultancy services in</p> <p>i)Business Process Re-engineering including ADC operation.</p>	15	<ul style="list-style-type: none"> • 15 marks- if the criteria are met for 4 or more Banks / Govt. Financial Institutions in India • 10 marks - if the criteria is met for 3 Banks / Govt. Financial Institutions in India

ii) New channel adaption. iii) RFP Preparation. iv) Vendor evaluation v) Contract signing, vi) Project implementation, vii)Project governance viii)Artificial Intelligence ix) Data Warehouse, x) On-boarding of Fintech companies.		<ul style="list-style-type: none"> • 5 marks - if the criteria is met for 2 Bank / Govt. Financial Institutions in India.
Sub-Total		60

People- The Service Provider (SP) should have a pool of resources (under their pay roll) in the below mentioned areas. The resources should have at least worked in the respective areas for at least 1 Banks / Govt. Financial Institution in India and should be with the firm for at least a period of 1 year. The areas of expertise are:

Criteria	Evaluation Parameters	Max Marks	Scoring Methodology
	Nos. of manpower involved in consultancy project for Senior Resource having more than 3 years experience in consultancy services	7	<ul style="list-style-type: none"> • 7 Marks – more than 15 members are involved • 5 Marks – from 15-10 members are involved • 3 Marks - from 10-6 members are involved • 1 Marks- where 5 members are involved
	Nos. of manpower involved in consultancy project for Junior Resource having more than 1 years experience in consultancy services	4	<ul style="list-style-type: none"> • 4 Marks – more than 25 members are involved • 2 Marks – from 25-11 members are involved • 1 Marks- from 10 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 Marks - 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 1 to 4

			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	<ul style="list-style-type: none"> • 1 Mark – if more than 2 personnel meet the criteria
	Successfully completed/on-going project in last 5 years and with more than 10 members	4	<ul style="list-style-type: none"> • 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 Marks - 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.	20	Subjective Evaluation
	Sub-Total		20
	Total Marks		100

Note:

1. The term "Bank" implies to UCO Bank.
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 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.

Non-compliance of any point in scope of work and technical requirements as per Annexure-A will lead to rejection from the further bidding process. After technical evaluation commercial bids of only technically qualified bidders will be opened.

3. Commercial Evaluation

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 those 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:

Proposal	Evaluated cost
A	Rs 120.00
B	Rs 100.00
C	Rs 110.00

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

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.

PART-IV: Scope of 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.

- **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.
- **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
 - iv. Introduction of Artificial Intelligence in Banking
 - v. Onboarding & Integration of Fin Tech Companies
 - vi. Bank Brand Building in Social Media
 - vii. Business Process Engineering
 - viii. Business Analytics
 - ❖ 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
- **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, BOT, 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
- **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. which can be carried out in online process.
 - ❖ 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
- **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 Bank and consultant from time to time as per the need and requirement of the Bank would mutually agree the applications for which these tests need to be performed. 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
- f. Conducting & assisting in Forensic Audit.

▪ **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
 - vii. Preparation of the Project Pert Chart
- 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
 - vii. Source Code Audit
 - c. Assist the Bank in closure of issues pending for resolution
 - d. Review the resolution provided by the vendor and offer the solutions to the Bank based on the industry best practices.
 - e. Review the progress made in the implementation of the project
 - f. Track customization and gaps
 - g. Monitor closure of gaps and customizations as per delivery schedules
 - h. Assist the bank in defining the rollout schedules
 - i. Assist the Bank in imparting Training of the work force and conducting Change Management following significant change in Technology
 - j. Provide regular updates to Bank's IT Management committee and IT Committee of the Board , if required by the Bank
 - k. Participate in all technical and functional discussions relating to the projects
- **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 up gradation, 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.
- **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 fulfil their legal, regulatory, and ethical obligations in respect of Bank's use of IT.

▪ **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:

- 1 Backup & Recovery Policy
- 2 Email Policy
- 3 Disaster Recovery Policy
- 4 Hardware Acquisition, Maintenance & Upgradation Policy
- 5 License Management Policy
- 6 Program Change Management Policy
- 7 Purchase Policy
- 8 Version Control Policy
- 9 Acquisition, Development & Maintenance Of Software Policy
- 10 IT Asset Disposal Policy
- 11 ATM Policy
- 12 Debit Card Policy
- 13 Mobile Banking Policy
- 14 Internet Banking Policy
- 15 Data Retention & Archival Policy
- 16 Cloud Computing Policy
- 17 Merchant On-Boarding Policy
- 18 Internet Usage Policy
- 19 Swift Policy
- 20 Prepaid Card Policy
- 21 Data Migration Policy
- 22 Social Media Policy
- 23 Outsourcing & Vendor Management Policy
- 24 IT Skillset Development Policy
- 25 Network Policy
- 26 Data Privacy and Data Security Policy

B. Assist in formulating new IT related Policies, namely:

- Assist the Bank in framing relevant IT related Policies currently in vogue in the industry and not yet formulated in the Bank.

- Assist 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

- **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.
- Consultancy services for the implementation of large projects such as Finacle 10 migration/ Internet /Fraud Risk Management (FRM) Project /Revamping of Banks network etc.

Part-V

1. Order Details

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

2. Compliance with all Applicable Laws

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

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

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

This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would

cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

3. Preliminary Scrutiny

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

4. Single Point Of Contact

The selected bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP. The selected Bidder shall provide support services which include installation of servers by providing onsite support on next business day, response and resolution during contract period after the acceptance of the hardware and software. In case of any failure of Hardware or any other components of the solution during the warranty period then the Bidder shall replace such components immediately.

5. Performance Bank Guarantee

The Bank will require the selected bidder to provide a Performance Bank Guarantee, format as per **Annexure-“IV”**, 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. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.

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

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Selected bidder is not able to fulfill any or all conditions specified in

the document or is unable to complete the project within the stipulated time. This is independent of the LD on Delivery and installation.

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

The selected bidder shall be responsible for extending the validity date and claim period of 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.

6. Confidentiality And Secrecy

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

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

- The bidder/selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:
- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and

- To treat all Information as Confidential Information.
- The selected service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the UCO Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the UCO Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the UCO Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The UCO Bank.
- The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the UCO Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
- **Conflict of Interest:** The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

The successful Bidder is required to execute a Non-Disclosure Agreement to the bank as per bank's format before or at the time of execution of the Master Contract.

7. Award Of Contract

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

8. Terms of Payment

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 XIX**) 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 payment will be made by **UCO Bank, Head Office-2, DIT**. However, all the payments shall be subject to the performance / delivery of the Services to the satisfaction of the Bank for this purpose.

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

10. Cancellation Of Order & Realization Of Penalty/Compensation

Bank reserves the right to cancel the order placed on the selected bidder and realize penalty/compensation on the following circumstances:

- (i)** The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.
- (ii)** Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process
- (iii)** The bidder goes into liquidation voluntarily or otherwise.
- (iv)** An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.
- (v)** The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.
- (vi)** If deductions on account of liquidated damages exceed more than 10% of the total order price.
- (vii)** In case the bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder.
- (viii)** If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 10 days' notice for the same. In this event the

bidder is bound to make good the additional expenditure, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.

(ix) UCO Bank reserves the right to recover any dues payable by the bidder from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.

(x) Non-compliance of the scope of the job.

(xi) Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.

(xii) On the events of data piracy / privacy / system failures / security failures.

11. Liquidated Damage

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.

12. Notices

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

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

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

13. Compliance With Laws

The selected service provider hereto agrees that it shall comply with Labour

Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.

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

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

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

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

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

14. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Bank as the case maybe which they could not

foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:

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

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

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

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

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

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

15. Contract Period

The contract period will be for a period of **3 (Three) 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.

16. Completeness Of The Project

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

17. Indemnity

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.

The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.

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

Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.

18. Publicity

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

19. Privacy And Security Safeguards

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

developed, or implemented by the selected bidder under this contract or existing at any Bank location.

20. Resolution Of Disputes

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

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between General Manager (IT Department) of UCO BANK and the Authorized Official of the selected bidder. The matter shall then be resolved between them and the agreed course of action shall be documented within a further period of 15 days.

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

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

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

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

21. Exit Option And Contract Re-Negotiation

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

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

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

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

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

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

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

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

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

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Successful bidder shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.

22. Termination

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

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

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

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

23. Termination For Convenience

The Bank, by written notice sent to the vendor, may terminate the Contract, in whole or in part, at any time for its convenience after a notice period of 60 days. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

24. Termination For Insolvency

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

25. Termination For Default

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

26. Consequences Of Termination

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), UCO Bank shall be entitled to impose any such obligations and conditions and issue

any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution / continued execution of the scope of the Contract.

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

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

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

27. Dispute Resolution Mechanism

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

- i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- ii. The matter will be referred for negotiation between Deputy General Manager of The Bank and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation

Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

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

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

28. Signing Of Contract

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

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

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

29. Technical Inspection And Performance Evaluation

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

30. Verification

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

31. Compliance With Applicable Laws Of India

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

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

This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities. The selected bidder confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall

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

32. Order Cancellation

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

- a. Non-compliance of the scope of the job.
- b. Delay in commissioning / implementation / testing beyond the specified period
- c. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process
- d. Breach of any of the terms and conditions of the Purchase Order by the selected bidder
- e. If the selected bidder goes into liquidation voluntarily or otherwise
- f. The selected bidder commits a breach of any of the terms and conditions of the bid.
- g. The progress regarding execution of the order accepted, made by the selected bidder is found to be unsatisfactory.
- h. If deductions on account of liquidated damages exceeds more than 10% of the total contract price.
- i. In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the

contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.

- j. Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO.
- k. 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 any bidder of its choice by giving one month's notice for the same to the Bidder. In this event, the selected bidder shall be bound to make good 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.
- l. 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.
- m. In addition to the cancellation of purchase order, UCO Bank also reserves the right to forfeit / invoke the Performance Guarantee / Security submitted to UCO Bank by the Bidder as well as blacklisting the Bidder.

33. Indemnity

1. The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.
2. The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.
3. The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.
4. All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.

5. Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.

34. Pre-Bid Queries / Clarifications

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

35. Introduction & Disclaimer

This Request for Proposal document (RFP) has been prepared solely to enable UCO Bank (Bank) in defining the requirement for IT Consultant Services to Bank . The RFP document is not a recommendation, bid or invitation to enter into a contract agreement or other arrangement in respect of the services.

36. Fidelity & Secrecy

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

37. Authorise 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.

38. Independent Service Provider:

- a. The selected bidder and/or its employees, agents and representatives shall perform all services hereunder as an Independent Service Provider on a non-exclusive basis and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or, master and servant or, employer and employee between the parties

hereto or any affiliates or subsidiaries thereof or, to provide either party with the right, power or authority, whether expressed or implied to create any such duty or obligation on behalf of the other party. The selected bidder acknowledges that its rendering of services is solely within its own control subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of the UCO Bank or any subsidiary or affiliate thereof.

- b. The selected bidder's personnel, employees, sub-contractors of the bidder etc. have no authority/ right to bind the customer in any manner. It is also clarified that the personnel or employees being provided by the selected bidder shall be employed solely by the bidder and governed by terms of the bidder's employment and the selected bidder shall be solely responsible and liable in the event of any adverse claim of whatsoever nature made on the UCO Bank by the employees/ sub-contractor of the selected bidder.
- c. The selected bidder shall be responsible for managing the activities of the personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The selected bidder shall be vicariously liable for any acts, deeds or things done by the employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by the Bank. The selected bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by the bidder at UCO Bank establishments / sites and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for aforesaid tender.
- d. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. of your company, for any assignment under the purchase contract to be issued for this tender. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of your company shall be paid by your company alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of your employee, agents, contractors, and subcontractors, etc. Your company shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of your employees, agents, contractors, subcontractors etc. However, the bidder selected would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

39. 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.

Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

Tender Offer Forwarding Letter

RFP Reference No.: DIT/BPR & BTD/OA/129/2020-21

Dated: 30/04/2020

To,

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

Dear Sir,

Sub: Your RFP for “Selection of IT Consultant on Retainer Basis ”

With reference to the above RFP, having examined and understood the instructions including all annexures, terms and conditions forming part of the Bid, we hereby enclose our offer for “**Selection of IT Consultant on Retainer Basis**” mentioned in the RFP document forming Eligibility / Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility / Technical as well as Commercial Bids by the Bank, we undertake to commence **of IT Consultancy on Retainer Basis** as per terms and condition of your purchase orders.

In the event of our selection by the Bank for undertaking **of IT Consultancy on Retainer Basis** , we will submit a Performance Guarantee for a sum equivalent to **10%** of the project cost for a period of 03 years effective from the month of execution of service level agreement in favour of UCO Bank.

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

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

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

The details are enclosed as follows:

1. BG No. _____ dated _____ as EMD for **Rs.5,00,000/- (Rupees Five Lakhs only)**.
2. DD No. _____ dated _____ for **Rs. 10,000/- (Rupees Ten Thousand only)** as cost of RFP document.

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

Dated this ___ day of ___ 2020

Signature: _____

(In the Capacity of) _____

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

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

1. **Name of bidder:**
2. Location
Regd. Office:
Controlling Office:
3. Constitution
4. Date of incorporation & Date of Commencement of business:
5. Major change in Management in last three years:
6. Names of Banker/s:
7. Name and details (designation, e-mail and Phone no.) of Authorized Signatory:

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

Financial Year	2016-17	2017-18	2018-19
Turnover			
Gross Profit			
Net Profit (Profit After Tax)			

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 banks in India specifying the number of Banks and branches**
 - In PSU banks
 - In non-PSU banks

Details of Experience in implementation of similar services

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

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

Place:

AUTHORISED SIGNATORY

Date:

Name:**Designation:**

Format of Bank Guarantee (EMD)

To,

**The Deputy General Manager (DIT, BPR & BTB),
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 “Selection of IT Consultant on Retainer Basis ”

In response to your invitation to respond to your RFP **Selection of IT Consultant on Retainer Basis** , M/s _____ having their registered office at _____(hereinafter called the ‘Vendor’) wish to respond to the said Request for Proposal (RFP) for self and other associated vendors and submit the proposal for **Selection of IT Consultant on Retainer Basis** and to provide related services as listed in the RFP document.

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

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

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

Or

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

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

and binding on us irrespective of any dispute or difference raised by the vendor.

Notwithstanding anything contained herein:

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

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

Yours faithfully,

For and on behalf of

_____ Bank

Authorised official

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

Format of Performance Bank Guarantee (PBG)

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10, BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata - 700001 (hereinafter called –UCO BANKII) having agreed to exempt M/s _____ (Name of the vendor Company), a Company incorporated under the Companies Act, 1956 having its registered office at _____ (Address of the vendor company) (hereinafter called – the said VENDOR) from the demand, under the terms and conditions of UCO BANK's purchase order / Letter of Intent bearing no.dated..... issued to the Vendor and an Agreement to be made between UCO BANK and the Vendor for a period of In pursuance of Request For Proposal no..... dated..... , as modified, (hereinafter called –the said Agreement), of security deposit for the due fulfilment by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees.....only).We..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as – the Bank) at the request of [VENDOR] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.
2. We [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

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:

- a. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) only.
- b. This Bank Guarantee shall be valid upto and
- c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(date of expiry of Guarantee including claim period).
8. Dated the day of for [indicate the name of Bank]

Yours faithfully,

For and on behalf of

_____ Bank

Authorised Official

Note:

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

(To be included in Technical & Commercial Bid Envelope)

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

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

Dated this ____ day of _____ 2020.

Signature

(Company Seal)

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

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

To,

**The Deputy General Manager (DIT, BPR & BTB),
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(s),

Sub: RFP for Selection of IT Consultant on Retainer Basis (RFP Ref. No. DIT/BPR&BTB/OA/129/2020-21 Date: 30/04/2020)

- a) We, M/s _____, the undersigned, hereby confirm that we have read and understood the eligibility criteria and fulfil the same.
- b) We further confirm that all the information as per requirement of the Bank have been included in our bid.
- c) Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- d) We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- e) We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.

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

(1)

(2)

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

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

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

To,

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

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

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

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

Dated this _____ day of _____, 2020.

Place:

For M/s.

.....

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

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

To,

**The Deputy General Manager (DIT, BPR & BTB),
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(s),

Sub: RFP for Selection of IT Consultant on Retainer Basis (RFP Ref. No. DIT/BPR&BTB/OA/129/2020-21 Date: 30/04/2020)

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

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

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

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Undertaking Letter on the vendor's letterhead for GST Law

To,

**The Deputy General Manager (DIT, BPR & BTB),
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 Selection of IT Consultant on Retainer Basis

Further to our proposal dated, in response to the Request for Proposal (Bank's **RFP Ref. No DIT/BPR&BTB/OA/129/2020-21 Date: 30/04/2020** hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Undertaking for Price Validity & Acceptance of all terms & conditions of RFP

To,

**The Deputy General Manager (DIT, BPR & BTB),
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 Selection of IT Consultant on Retainer Basis

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

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

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

Undertaking for No Deviation

To,

**The Deputy General Manager (DIT, BPR & BTB),
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 Selection of IT Consultant on Retainer Basis

Further to our proposal dated, in response to the Request for Proposal (Bank's **RFP Ref. No DIT/BPR&BTB/OA/129/2020-21 Date: 30/04/2020** hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

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

	2016-17 (Audited)	2017-18 (Audited)	2018-19 (Audited)
Net Worth			
Turnover			
Gross Profit			
Net Profit (Profit After Tax)			

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

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

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

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

PRE CONTRACT INTEGRITY PACT

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

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

And

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

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

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of **Selection of IT Consultant on Retainer Basis** and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

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

4. Commitments of the Buyer

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

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

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

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

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

- (i)** The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- (ii)** The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii)** The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship,

regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

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

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

5.4 Agents / Agency Commission

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any

other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

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

7. Company Code of Conduct

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

8. Sanctions for Violation

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

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

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

9. Compensation for Damages

9.1 If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and

recover the damages equivalent to Earnest Money Deposit in case of open tendering.

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

10. Independent External Monitor(s)

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

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

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

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

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

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

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

11. Law and Place of Jurisdiction

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

12. Other Legal Actions

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

13. Integrity Pact Duration.

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

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

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

14 Other Provisions

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

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

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

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

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

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

17. The Parties here by sign this Integrity Pact.

BUYER

Signature:

Authorized Signatory

Department of IT

BIDDER /SELLER

Signature:

Authorized Signatory

Place:

Date:

Witness:

(Name & Address)

Witness:

(Name & Address)

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into on thisday of, 2020

BETWEEN

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

AND

.....
..... (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**

(Each of Bank and the vendor is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

WHEREAS the Vendor/Receiving Party is *inter alia* engaged as IT Consultant on Retainer Basis as per the terms and conditions specified in the RFP ref. no **DIT/BPR & BTD/OA/129/2020-21 dated: 30/04/2020**. The Vendor/Receiving Party would be single point of contact for this project.

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

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for vendor for IT Consultant on Retainer Basis .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

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

9. Arbitration and Equitable Relief.

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

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

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

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

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

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

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

12. General Provisions.

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

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

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

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

(e) Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement.

Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

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

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

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

For and on behalf of

For and on behalf of

.....

.....

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

ELIGIBILITY COMPLIANCE

Sl. No.	Clause	Documents required	Bidder's Compliance (Yes/No)
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 or Partnership firm / LLP registered in India under Partnership Act 1932/2008 as amended for the last 3 years as on RFP issuance date. No two entities joining (JVs) specific to this project will be considered.	Certificate of Incorporation/ Registered Partnership Deed, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility bid.	
2	The Bidder should have minimum annual turnover of Rs. 50 Crores per year during the last three financial years (2016-17, 2017-18 & 2018-19).	Copy of the audited balance sheet of the company for the consecutive last three financial years (2016-17, 2017-18 & 2018-19) should be submitted along with Chartered Accountant Certificate.	
3	Bidder should have positive net worth in each of the last three financial years i.e. (2016-17, 2017-18 & 2018-19).		
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 in UCO Bank.	An undertaking to this effect must be submitted on company letterhead with duly signed & sealed.	
5	The bidder should have prior experience in performing end to end IT consultancy services in any two Scheduled Commercial Banks/RBI/NPCI/ MoF/MITY/GIC/LIC Financial	Documentary evidence with relevant copies of Purchase Order along with Satisfactory Working Certificates /Payment Receipt / Project Sign-Offs in	

	Institution in India for last 3 years.	the last two years including names of clients with Phone and Fax numbers, E-Mail IDs etc.	
6	Bidder should not have been black-listed by (the Central / any of the State Governments or any Financial Institutions in India as on date of RFP submission) any bank / institution in India.	Bidder has to submit a Declaration in the format as mentioned in the Annexure - VI of this RFP document	
7	The Bidder should also ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected	Self-declaration to this effect on the company's letterhead should be submitted.	
<p>Note:- The Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the already submitted documents. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.</p>			

COMPLIANCE SHEET

DECLARATION

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref No. DIT/BPR & BTD/OA/129/2020-21 Date: 30/04/2020 including all annexures, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the said RFP.

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

Authorized Signatory:

Seal

Date:

Place:

Annexure – XVIII

Masked Commercial Format

All Cost mentioned shall be quoted in Indian Rupees Only (Rs).

Table-A						
Scope of Work (A)	Resource Level (B)	No. of Days (C)	Unit Cost/ Man day (D)	Applicable Taxes in (%age) and in Rs. (E)	Unit Cost per Man day with Tax F=(D+E)	Total Cost (G)= C*F
Scope of Work defined	Junior Resource	500	xxx	xxx	xxx	xxx
	Senior Resource	200	xxx	xxx	xxx	xxx
	Total Cost		xxx	xxx		xxxx

Table-B					
	No. of indicative Visits in 3 years (A)	Unit Cost/ Visit (B)	Applicable Taxes in (%age) and in Rs. (C)	Unit Cost per Visit with Tax F=(B+C)	Total Cost (D)= F*A
Expenditure of Top level executives / senior partner visit charges (Physical Presence)**	10	xx	xxx	xxx	xxx
Expenditure of Top level executives/senior partner (Participation Through VC)**	10	xx	xxx	xxx	xxx
Total Cost		xx	xxx		xxx

Table-C	
Total cost of ownership, C=total cost of table A+ total cost of table B (in figures)	
Total cost of ownership, C=total cost of table A+ total cost of table B (in words)	

Terms and Conditions

- In case there is a mismatch between the words and figures for TCO, the amount mentioned in words will be considered.
- Number of Mandays & visits are indicative only and will be considered for calculation of TCO (Total Cost of Ownership) (Table C) only. Actual number of Mandays & visits will be provided in purchase order during placement of order.
- Bank will deduct applicable TDS, if any, as per the law of the land.
- Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
- Payment will be made on actual man days required for completion of job / project assigned.
- **The IT Consultant may have to attend the meetings of IT Steering Committee and IT Strategic Committee/Board on need basis.**

**** Including Lodging, Boarding and other incidental charges.**

Place: _____

Date: _____

Signature of Bidder: _____

Name: _____

Business Address: _____

Commercial Format**All Cost mentioned shall be quoted in Indian Rupees Only(Rs).**

Table-A						
Scope of Work (A)	Resource Level (B)	No. of Days (C)	Unit Cost/ Man day (D)	Applicable Taxes in (%age) and in Rs. (E)	Unit Cost per Man day with Tax F=(D+E)	Total Cost (G)= C*F
Scope of Work defined	Junior Resource	500				
	Senior Resource	200				
	Total Cost					

Table-B					
	No. of indicative Visits in 3 years (A)	Unit Cost/ Visit (B)	Applicable Taxes in (%age) and in Rs. (C)	Unit Cost per Visit with Tax F=(B+C)	Total Cost (D)= F*A
Expenditure of Top level executives / senior partner visit charges (Physical Presence)**	10				
Expenditure of Top level executives/senior partner (Participation Through VC)**	10				
Total Cost					

Table-C	
Total cost of ownership, C=total cost of table A+ total cost of table B (in figures)	
Total cost of ownership, C=total cost of table A+ total cost of table B (in words)	

Terms and Conditions

- In case there is a mismatch between the words and figures for TCO, the amount mentioned in words will be considered.
- Number of Mandays & visits are indicative only and will be considered for calculation of TCO (Total Cost of Ownership) (Table C) only. Actual number of Mandays & visits will be provided in purchase order during placement of order.
- Bank will deduct applicable TDS, if any, as per the law of the land.
- Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
- Payment will be made on actual man days required for completion of job / project assigned.
- **The IT Consultant may have to attend the meetings of IT Steering Committee and IT Strategic Committee/Board on need basis.**

**** Including Lodging, Boarding and other incidental charges.**

Place: _____

Date: _____

Signature of Bidder: _____

Name: _____

Business Address: _____

Bill of Material (BOM) Technical

Sl.No.	Name of Resource (Senior/Junior Resource)	Academic Qualification Details	Professional Qualification/ Certifications	Experience Details	Year of Experience
1					
2					
3					

PROFORMA FOR DEED OF INDEMNITY

(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 consultant Company) a Company incorporated under the Companies Act, 1956 having its registered office at_____ (Address of the vendor company) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no.dated..... issued to the Vendor and an Agreement to be made between UCO BANK and the Vendor for a period of _____ . In pursuance of Request For Proposal No _____ dated _____ , as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfilment by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs _____ (Rupees _____ Only).

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

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

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

The payment 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.