

# **Request for Proposal (RFP) For**

**Appointment of Consultant for Digital HR Transformation of UCO Bank  
focusing on Performance Management & Talent Management**



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

**RFP Ref. No: UCO/DIT/61/2022-23 Date: 06/04/2022**

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

This document is prepared by UCO Bank for Appointment of Consultant for Digital Transformation of UCO bank focusing on Performance Management & Talent Management. It should not be reused or copied or used either partially or fully in any form.

### **Disclaimer**

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

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**List of Annexures**

<b>Annexure No.</b>	<b>Subject</b>
<b>A</b>	<b>Tender Offer Forwarding Letter</b>
<b>B</b>	<b>General Details of the bidder</b>
<b>C</b>	<b>Earnest Money Deposit Form</b>
<b>D</b>	<b>Proforma For Performance Bank Guarantee</b>
<b>E</b>	<b>Undertaking for Non-Blacklisting of the Bidder</b>
<b>F</b>	<b>Undertaking to abide by all by-laws / rules / regulations</b>
<b>G</b>	<b>Undertaking for Central Minimum Wages Act &amp; Labour Laws</b>
<b>H</b>	<b>Undertaking Letter for GST Law</b>
<b>I</b>	<b>Undertaking for Price Validity &amp; Acceptance</b>
<b>J</b>	<b>Undertaking for No Deviation</b>
<b>K</b>	<b>Certificate from Chartered Accountant</b>
<b>L</b>	<b>Format of Pre-bid queries</b>
<b>M</b>	<b>Pre-contract Integrity Pact</b>
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<b>O</b>	<b>Eligibility Criteria Compliance</b>
<b>P</b>	<b>Masked Commercial Bid</b>
<b>Q</b>	<b>Commercial Bid</b>
<b>R</b>	<b>Compliance Chart</b>
<b>S</b>	<b>Bill of Material</b>

### Bid Control Sheet

Tender Reference	UCO/DIT/61/2022-23 dated 06/04/2022
Cost of Tender documents	Rs.50,000/- (Rupees Fifty Thousand Only)
Date of issue of RFP	06/04/2022
Earnest Money Deposit (EMD)	Rs. 5,00,000/- (Rupees Five Lacs Only)
Date of commencement of sale of tender document	06/04/2022
Last date for submitting queries for the Pre-bid Meeting	12/04/2022
Pre-Bid meeting through on line mode	13/04/2022 at 12:30 PM
Last Date and Time for receipts of tender bids	05/05/2022 at 3:00 PM
Opening of technical bids	05/05/2022 at 3:30 PM
Opening of Commercial/Price Bid	Will be informed subsequently to technically qualified bidders.
Address of Communication	UCO Bank, Head Office-2 Department of Information Technology(DIT) 7 <sup>th</sup> Floor, 3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064
Email address	<a href="mailto:hodit.proc@ucobank.co.in">hodit.proc@ucobank.co.in</a>
Contact Telephone	Tel: 033-44559775 / 70
Bids to be submitted	Tender box placed at: UCO Bank, Head Office-2, Department of Information Technology 5 <sup>th</sup> 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 holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at **4:30 p.m.** UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.



## **Part-I**

### **1. Introduction**

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, and its Department of Information Technology at 3 & 4, DD Block, Sector-1, Salt Lake, Kolkata - 700064, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 3100 branches, two overseas Branches one each at Singapore & Hong Kong Centre and more than 2100+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle as a Core Banking Solution.

Bank has its in-house Human Resources Management System (HRMS) application which is combination of systems and processes that connect Human Resource Management and Information Technology. HRMS helps with employees' information gathering or tracking and provides analytics and informed decision making. Also, the Performance Appraisal system of the Bank is an in-house development which is an integration of Human Resource Management, Management Information System, Core Banking Solution and other Information Technology tools.

### **2. Objectives**

Bank intends to appoint a consultant for Digital HR Transformation of UCO bank focusing on Performance Management & Talent Management. The Bank, for this purpose, invites proposal from Bidders who are interested in participating in this RFP who fulfil the eligibility criteria mentioned in the RFP and are also in a position to comply with the technical requirement as mentioned hereunder. Apart from the above the bidder must also agree to all the terms & conditions mentioned under this RFP. The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.

### **3. Eligibility Criteria**

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

Sl. No.	Eligibility Criteria	(Proof of documents required / must be submitted)
1	Bidder should be a limited company	

	<p>(Public/Private/LLP) registered in India under the Companies Act, 1956/2013 for more than 5 years as on RFP issuance date.</p> <p>Companies registered as MSME Entrepreneur &amp; still categorized as MSME as on RFP issuance date.</p> <p>Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt of India.</p> <p>The bidder should not be a subsidiary of a foreign company.</p>	<ol style="list-style-type: none"> <li>1. Certificate of Incorporation issued by Registrar of Companies along with</li> <li>2. Copies of Memorandum of Association</li> <li>3. Copies of Articles of Association</li> <li>4. Shareholding pattern</li> <li>5. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.</li> </ol> <p>Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.</p>
2	<p>The Bidder should have an average annual turnover of <b>at least INR 50 Crores for last three financial years</b> (i.e. 2018-19, 2019-20 &amp; 2020-21)</p>	<p>Certificate from Chartered Accountant Stating Net Worth, Turnover and Profit/Loss for last 3 financial years. It should be in concurrence with the audited balance sheets.</p> <p>And, Audited Balance Sheets for last 3 years, i.e. 2018-19, 2019-20 &amp; 2020-21.</p>
3	<p>Bidder should have <b>net profit in at least 2 out of immediate past 3 consecutive financial years</b> (i.e. 2018-19, 2019-20 &amp; 2020-21)</p>	
4	<p>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 facility management services in UCO Bank</p>	<p>An undertaking to this effect must be submitted on company's letterhead.</p>
5	<p>Bidder should have an experience of at least 1 completed assignment in last 10 years in the nature of Digital HR transformation focusing on Performance Management and Talent Management at a Public Sector Bank / Private Sector Bank having minimum 1000 Branches in India having at least 10000 employee base with business of more than Rs 1,00,000 Crores as on RFP issuance date.</p>	<p>A self-Declaration to be furnished by the Bidder on the company's letter head for the same. The declaration should contain verifiable name and contact details of senior client references.</p> <p>Project completion certificate from the respective organization needs to be submitted.</p>

6	The bidder should have at least 1 Project Head, 1 Team Leader and sufficient subject matter experts having proven experience in working on the project of digital HR transformation focusing on Performance Management and Talent Management in any Public Sector /Private sector Bank/BFSI.	Self –declaration in this regard on the company's letterhead should be submitted.
7	Bidder should not have been debarred / black-listed by any Bank or RBI or any other regulatory authority as on date of RFP issuance.	Annexure – E should be submitted.
8	The bidder should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Self-declaration to this effect on the company's letterhead should be submitted.

**Note:** 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 service provider.

## **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 transformation of the Bank. 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. 50,000/- (Rupees Fifty Thousand Only)** in the form of Demand Draft or Banker's Cheque in favour of UCO Bank, payable at Kolkata.

The tender document may also be downloaded from the Bank's official website [www.ucobank.com](http://www.ucobank.com). The bidder downloading the tender document from the website is required to submit a non-refundable fee of **Rs. 50,000/- (Rupees Fifty Thousand Only)** in the form of Demand Draft or Banker's Cheque in favor of UCO Bank, payable at Kolkata, or NEFT at the time of submission of the bid, failing which the bid of the concerned bidder will be rejected.

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

**The Bank details are as below:**

<b>Bank details for Tender Fee</b>	<b>Address for Obtaining printed copy of RFP</b>
Account Number-18700210000755	UCO Bank Head office,

Account Name- M/s H O DIT  
Branch- DD Block, Salt Lake branch  
IFSC- UCBA0001870  
MICR-700028138

Department of Information Technology  
7<sup>th</sup> floor , 3&4 DD Block, Salt lake City,  
Sector-1, Kolkata – 700064  
Ph. No.- 033- 4455 9433/9770

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

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:

<b>Particulars of Job to be undertaken</b>	<b>Earnest Money Deposit</b>
<b>RFP for Appointment of Consultant for Digital HR Transformation of UCO Bank focusing on Performance Management &amp; talent Management</b>	<b>Rs 5,00,000/- (Rupees Five Lacs Only)</b>

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 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 on Non Judicial Stamp Paper of requisite value as per format given in **Annexure –M**.

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

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

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting. Pre-Bid queries raised by the bidder(s) are to be submitted in the format given in **Annexure-L**.

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

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

## **8. Information provided**

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

## **9. Clarification of offer**

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

## **10. Late Bids**

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

## **11. Issue of Corrigendum**

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

## **12. For Respondent only**

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

## **13. Disclaimer**

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

#### **14. MSME bidder**

As per recommendations of GOI, Bank has decided to waive off EMD and tender cost for NSIC registered MSME entrepreneurs.

- i. Exemption from submission of EMD and Tender Fee / Cost shall be given to bidders who are Micro, Small & Medium Enterprises (MSME) and registered under provisions of the Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME. Bids received without EMD and tender cost from bidders not having valid NSIC registered documents for exemption will not be considered.
- ii. To qualify for EMD & Tender Fee / Cost exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining registration will not be considered for EMD & Tender Fee / Cost exemption. (Traders are excluded who are engaged in trading activity without value addition / branding / packing. In such a case they will have to submit EMD and Tender Cost).
- iii. MSME bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Bank, they will be suspended for a period of three years from being eligible to submit bids for contracts with the Bank.
- iv. Bids received without EMD for bidders not having valid NSIC registered documents for exemption will not be considered. Bids received without EMD for bidders not having valid registration documents for exemption will not be considered. However, Performance Bank Guarantee has to be submitted by the bidder under any circumstance.

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

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

#### **16. No Legal Relationship**

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



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

- a. UCO BANK reserves the right to accept or reject in part or full any or all offers at its sole discretion at any stage without assigning any reason thereof and without any cost or compensation therefor. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidders.
- b. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action.

## **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 EMD 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 EMD. In any case the EMD 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. Errors and Omissions**

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document in the form of pre-bid queries within the time as given in control sheet.

## **24. Acceptance of Terms**

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

## **25. 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.

## **26. 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.

## **27. Erasures or Alterations**

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid.

## **28. 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.

## **29. 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.

## **30. 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.

**The bidder shall furnish proof of signature identification for above purposes as required by the Bank.**

### **31. 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 , certificate from Ministry of MSME (wherever required) and Pre Contract Integrity Pact (as per Annexure – M), Technical Bid – containing Technical Information and Commercial Bid – containing Price Information along with the soft copies duly sealed and super-scribed as – **RFP for Appointment of Consultant for Digital HR Transformation of UCO Bank focusing on Performance Management & Talent Management** (Eligibility Bid), – **RFP for Appointment of Consultant for Digital HR Transformation of UCO Bank focusing on Performance Management & Talent Management** (Technical Bid) and – **RFP for Appointment of Consultant for Digital HR Transformation of UCO Bank focusing on Performance Management & Talent Management** (Commercial Bid) as per the format prescribed in Annexure – P respectively should be put in a single sealed outer cover duly sealed and super-scribed as – **RFP for Appointment of Consultant for Digital HR Transformation of UCO Bank focusing on Performance Management & Talent Management** 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 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 recommended for award of contract.

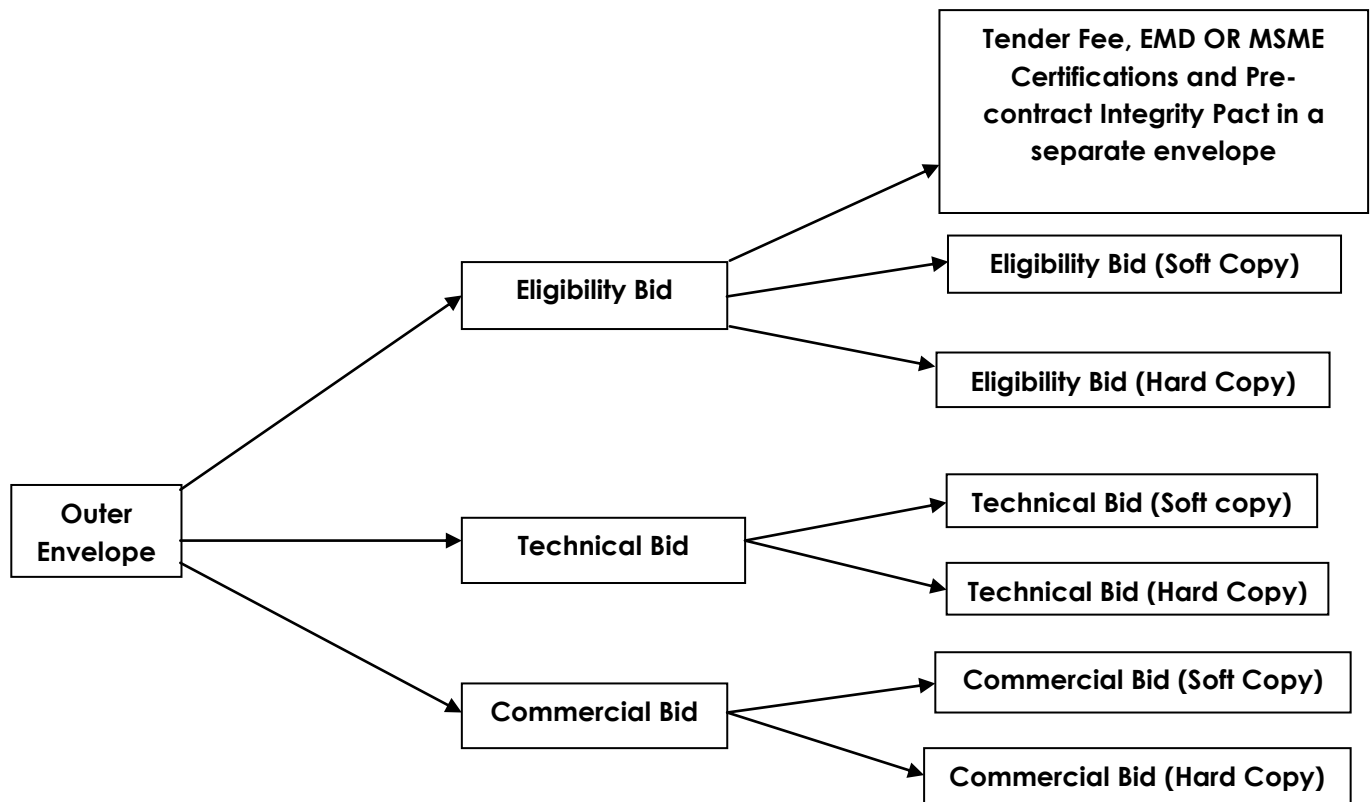
The bids (along with soft copy preferably in non-optical drives) shall be dropped/submitted at UCO Banks address given in Bid Control Sheet Table, on or before the date specified therein.

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

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

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

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



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

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

**Note:**

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

- e. If any inner cover / envelop of a bid is found to contain Eligibility/ Technical & Commercial Bids together then that bid will be rejected summarily.
- f. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- g. Canvassing of any kind or Bid submitted with false information will be a disqualification.
- h. The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- i. Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.
- j. Further, subsequent to the orders being placed, the Bidder shall pass on to Bank all fiscal benefits arising out of reductions in Government levies /taxes.
- k. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.
- l. Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The bidder shall not quote for the products, whose End of sale/ End of Support/End of License has been declared by the OEM.
- m. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- n. Bids once submitted shall not be returned to the Bidder in future. The selected bidder must adhere to the terms of this RFP document.

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

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

by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

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

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

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

**a) Dr. Ranjan S Katoch**

**A-91, Alkapuri**

**Bhopal- 462022, MP**

**e-mail: [rkatoch@nic.in](mailto:rkatoch@nic.in)**

**b) Shri Hare Krushna Dash**

**House.No.829, Sector-8**

**Gandhinagar- 382007, Gujarat**

**e-mail: [hkdash184@hotmail.com](mailto:hkdash184@hotmail.com)**

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

### **33. 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.



## **Part –III: Bid Opening and Evaluation Criteria**

### **Stages of Evaluation**

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 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 **65 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 65, 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 65, the instant process would be cancelled and Bank reserves 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.

Sl. No.	Criteria	Score	Max. Marks	Indicative Criteria / Remarks
<b>I. Experience of the Firm</b>				
<b>1</b>	Experience of working on Digital HR Transformation projects focusing on Performance Management & Talent Management in India with Public Sector Banks or Indian Private Sector Banks/ Financial Institutions with pan-India presence with employee base of minimum 10000 with business of more than Rs 1,00,000 Crores as on RFP issuance date, on long term basis.			Assessed through the references/experience certificate issued by the clients. Projects must be between 01.01.2017 and 31.03.2022 for the purpose of assessment.
	Undertaken projects at organizations with employee base as under:			

A.	a) More than 20000	10	10	
	b) 15000 to 20000	5		
	c) 10000 to 15000	3		
B.	Undertaken projects at organizations with total business as under:			
	a) More than 5 Lac Cr	5	5	
	b) 3 lac Cr to 5 lac Cr	3		
	c) Less than 3 lac Cr	1		
C.	Number of Projects undertaken	2 marks per project	10	
2	Quality of projects and relevance to current project scope and understanding of Bank's context. Timely execution and feedback from the clients on implementation. Feedback from clients on meeting expectations in terms of delivering on outcomes and meeting timelines.	1 mark per positive reference per project	5	Assessed through client references. Bank may also undertake visit to the referred clients for assessment. Positive client reference certificate to be submitted with bid documents.
	TOTAL	30	30	
II. Approach, Work Plan & Methodology				
1.	Understanding of the scope/terms of reference and key issues. This segment shall mark on:			
	a) The demonstrated understanding of key Challenges of the Bank and its HR imperatives	5		Evaluation will depend upon the details furnished in the bid

	b) The quality of IT tools/solutions provided to address Bank's requirements.	5	10	document as also the personal presentation made to the Bank's panel; covering activities / tasks/ initiatives/ project planning, etc.
2.	<u>Technical Approach and Methodology</u> a) 5 marks each for the following: i. Proposed Work Plan for „Diagnosis“ or study of the requirement of the Bank. ii. Work Plan for new „Design“ iii. Learnings from previous projects on similar scope of work and how they can benefit the Bank. iv. Tools implemented-1 mark each for:  a)PMS, b)Talent management, c)Succession planning, d) Performance analytics, e) Deployment activities v. Work Plan for „Change Management'	3 x 5	15	Unique & proprietary approach / tools in design specifications, functions and effectiveness in implementation as per the proposed scope, including Industry-wide benchmarks established through these assignments and impact thereof; solutions proposed for UCO bank. Demonstration of tools implemented at client sites.
	<b>TOTAL</b>	<b>25</b>	<b>25</b>	
<b>III. Suitability of Key Resources</b>				
1.	Experience of the Project Head proposed to be deployed in the project – Experience in PMS, Talent Management, Succession Planning, Performance Analytics, HR transformation activities in Banks/FIs.			
	a) Experience of 10 years &			
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	above in consultancy	5	5	CV of Project Head supported by client references.
	b) Experience of 8 years and above and up to 10 years in consultancy.	3		
	c) Experience of less than 8 years	1		
2.	Experience of the Team Leader proposed to be deployed in the project – Experience in PMS, Talent Management, Succession Planning, Performance Analytics, HR transformation activities in Banks/Fls.			
	a) Experience of 7 years & above in consultancy	10	10	CV of Team leader supported by client references.
	b) Experience of 5 years and above and up to 7 years in consultancy	7		
	c) Experience of 2 years and above and up to 5 years in consultancy	5		
	d) Experience of less than 2 years	3		
3.	Experience of the Subject Matter Experts proposed to be deployed in the project – Experience in PMS, Talent Management, Succession Planning, Performance Analytics, HR transformation activities in Banks/Fls.			
	a) 10 years & above	5	5	CV of Subject Matter Experts supported by employer's certificate.
	b) 7 years & above	3		
	c) Less than 7 years	1		

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4.	Minimum 50% of the members proposed to be deployed should have individual experience of minimum 2 years in PMS, Talent Management, Succession Planning, Performance Analytics, HR transformation activities in Banks/FIs.			
	a) More than 75% of Team with required experience	5	5	CV of Team Members supported by employer's certificate.
	b) Up to 75% of Team with required experience	3		
5.	Number of Team Members proposed to be deployed in the project:			
	a) 5 & above	5	5	CV of Team Members supported by employer's certificate.
	b) 3 – 4	3		
	c) Less than 3	1		
6.	Deployment of key resources at various stages of work for the proposed project	5	5	Staffing schedule supported with rationale provided in Bid document and presentation.
	TOTAL	35	35	
IV. Transfer of Knowledge				
1.	Transfer of skills and building capabilities at the Bank for scale up and sustainability.			
	a) Quality of the proposed plan for enablement and engagement of Bank's team.	5	10	Based on the information provided in Bid document and presentation of detailed plan for building
	b) Methodology / plan for	5		

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	institutionalizing the processes in the Bank.			capability.
	<b>TOTAL</b>	<b>10</b>	<b>10</b>	
	<b>GRAND TOTAL</b>	<b>100</b>	<b>100</b>	

**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 & Interaction**

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 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:

- The evaluation will be a techno-commercial evaluation and for this purpose, the Technical evaluation will have 80% weightage and Commercial evaluation will have 20% weightage. These weightages shall be taken into consideration for arriving at the Successful Bidder.

- The combined score shall be obtained by weighing the technical and financial scores in the ratio of 80:20 and adding them up. The evaluation methodologies vis-à-vis the weightages are as under:
- The Score will be calculated for all eligible and technically qualified Bidders based on the following formula:

$$S = (T/T \text{ High} \times 80) + (C \text{ Low}/C \times 20)$$

where:

S = Score of the Bidder

T = Technical score of the Bidder

T High = Highest Technical Score amongst the bidders

C = Quote as provided by the Bidder (please refer to Annexure

C Low = Lowest Quote of C amongst the Bidders

- On the basis of combined weighted score for technical and financial, the bidder shall be ranked in terms of total score obtained. The proposal obtaining the highest combined score in evaluation will be ranked as H-1 followed by the proposals securing lesser score as H2, H3, etc. The bidder securing the highest combined score will be considered for appointment as Consultant in terms of this RFP

For example - There are three bidders A, B and C.

Technical score will be arrived at treating the marks of the bidder scoring the highest marks (A) in technical evaluation as 100. Technical score for other bidders (B, C, etc.) will be computed using the formula Marks of B/Marks of highest scorer A \* 100

Similarly, Commercial Score of all technically cleared bidders will be arrived at taking the cost quoted by L-1 bidder i.e., the lowest quote from all technically qualified bidder (say C) as 100. Marks for other bidders will be calculated using the formula:

**Commercial Score = Cost of L-1 bidder/Cost quoted by bidder \* 100**

A "Combined score will be arrived at, taking into account both marks scored through Technical Proposal evaluation and the nominal commercial quotes, with a weightage of 80% for the Technical Proposal and 20% for the Commercial Proposal. The combined score is arrived at by adding Technical Score and Commercial Score.

Sr. No	Bidder	Technical Evaluation marks(	Nominal Bid price in INR (C)	Technical Score	Commercial Score	Combined Score (out of 100)



		T)				
1	A	95	71	$95/95 \times 80 = 80.00$	$60/71 \times 20 = 16.90$	$80.00 + 16.90 = 96.90$
2	B	85	65	$85/95 \times 80 = 71.58$	$60/65 \times 20 = 18.46$	$71.58 + 18.46 = 90.04$
3	C	90	60	$90/95 \times 80 = 75.79$	$60/60 \times 20 = 20.00$	$75.79 + 20.00 = 95.79$

In the above example, Bidder A with highest score becomes the successful bidder.

#### 4. Normalization of bids:

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

The resubmissions can be requested by the Bank in the following two manners:

- Incremental bid submission in part of the requested clarification by the Bank.
- Revised submissions of the entire bid in the whole.

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

**BROAD SCOPE OF WORK AND KEY DELIVERABLES FOR CONSULTANTS**

UCO Bank seeks to select a competent Firm for providing end-to-end solution for its Digital HR Transformation focusing on Performance Management & Talent Management, including both Design & Implementation Support. This shall involve study of the current systems in place, identification of gaps, designing of a new system and putting in place suitable digital and IT tools, to deliver the key outcomes and features that are discussed in detail under Scope of Work mentioned in this RFP. It is expected that the selected Firm will have the necessary expertise, experience, capabilities and knowledge in the areas, which shall broadly cover those listed as in this RFP. This listing is not exhaustive and should be regarded as an outline only. The objective is to select 'the most suitable' Organization / Firm for 'Design & Implementation Support for Digital HR Transformation focusing on Performance Management & Talent Management'.

The proposed system should automatically generate scores according to the performance metrics assigned to the employee by drawing its inferences from various databases. A suitable procedure needs to be developed where it is difficult to quantify targets for roles which are non-budgetary / non-measurable in nature. The system must have the capability to show the monthly and quarterly performance of an individual, a business unit as well as the Bank as a whole, with performance trends over time. This shall include design / creation of digital and IT tools to support the roll-out of these mechanisms and their implementation, as well as train and support Bank's team to carry it onward and forward. The aforesaid system/tools must also factor the special needs of the differently abled employees (PWD) of the Bank and be implemented accordingly. The proposed solution should be compatible with Tablets and Mobile platform in future without additional cost to the Bank. The bidder firms must also factor the annual maintenance / technical support cost of the software / tools proposed to be implemented while quoting the commercial bid. This maintenance must be for a minimum period of one year warranty (from Go Live) plus four years of technical support after completion of the project. Further, the selected bidder firm must provide the source code escrow to the Bank on successful implementation of the software/tools. The required hardware will be provided by the Bank.

The proposed PMS should not only cover the existing employee base of UCO Bank but must have the capability to scale up and bring in its fold new employees joining the Bank in near future. The proposed PMS shall serve as a fair and objective mechanism for managing performance and instil performance mindset in the AE to augment consistent Business Growth.

The successful Bidder shall design and develop necessary digital and IT tools basis the below mentioned requirements and shall sensitize key stakeholders & user groups

within the Bank to independently carry the tools forward. The design and development of the aforesaid system/tools must be tablet and mobile-compatible. The entire project is expected to be completed within 12 months as given below:

**Phase 1: Gap Analysis/Diagnosis (1-3 Month)**

**Phase 2: Design (3-6 Months)**

**Phase 3: Implementation Support, Change Management and Knowledge Transfer. (6-12 Months)**

The phase wise scope will cover the following modules:

**Phase 1: Gap Analysis (1-3 Month)**

- **Module 1:** Conduct Gap Analysis of Bank's current PMS and HR System related to PMS.

**Phase 2: Design of New Performance Management System (3-6 Months)**

- **Module 2:** Identify common key performance indicators and define the role of individual employee
- **Module 3:** Job family design & implementation for special build among employees
- **Module 4:** Design approach to implement strategically aligned and focused KRAs/KPI's based on functional area
- **Module 5:** Business intelligence (internal and external) driven target setting
- **Module 6:** Creation of real-time dashboards to drive performance analysis/feedback
- **Module 7:** Moving from one-time to regular periodic individual/business performance review
- **Module 8:** Effective linkage of PMS outcomes to other HR processes (recognition, rewards, rating, trainings, transfers)
- **Module 9:** Enhancing leadership effectiveness through targeted development, succession planning & talent management
- **Module 10 :** Design & creation of digital and IT tools

**Phase -3 Implementation Support, Change Management and Knowledge Transfer (6-12 Months)**

- **Module 11:** Implementation support for all the design elements and transform the existing performance management process
- **Module -12:** Change Management & Knowledge Transfer

**Phase 1: Gap Analysis**

**Module 1: Conduct gap analysis of Bank's current PMS as a part of overall HRMS system**

Consultant to review and conduct gap analysis of Bank's existing Performance Management and HR Systems & processes which includes processes occurring on regular basis like Performance Appraisal, Promotion and other Talent Management processes which includes Competency Mapping, Individual Development Program, Job Family, Succession Planning, etc., assess implementation gaps, besides suggesting adequacy of the current systems of the Bank. This must include an analysis of the existing tools and technology being used in the bank. The analysis should include proposed strategy for new age PMS and its derivatives in HRMS in comparison to the similar systems followed by domestic and global peers, regulatory guidelines, future requirements in changing banking scenario and suggest best in Industry model.

- Study existing performance processes, governance structure and identify improvement opportunities. Also prepare a well-documented plan on usage of existing resources provided in HRMS related to PMS.
- As a part of Gap analysis, consultant is expected to examine PMS tool procured under new HRMS system being developed in-house and suggest enhancements, if any. The consultant is also expected to support the Bank in procurement (Floating the RFP, selection of vendor etc.) and implementation of tools in case of enhancement / additional requirement.
- Analyse the existing PMS/HR System, processes and policies across the employee life cycle, including but not limited to PMS/HRMS tools currently being used by Bank.
- Analyse and forecast gaps due to role revisions of Human resources in the light of major Digital and Operating Model Transformation being undertaken by the Bank
- Study existing target setting process and identify scope for improvement.
- Review/redesigning of HR Library covering all unique job roles, descriptions, KRA/KPIs and measurement metrics basis best industry practices.
- Understand existing Annual Performance Appraisal Report APAR system at every stage and identify gaps basis best in Industry practice.
- Understand existing data source for Annual Performance Appraisal Report- (APAR) and other IT peripheral systems.
- Diagnostic on other HR process linkages to performance outcomes viz. career progression, rewards & recognition, Talent Management etc.
- Consultant to Study the existing KRA/ KPI library and identify gaps if any.
- The Diagnostic should also address the gaps in PMS related action points of PSB reforms agenda EASE
- A comprehensive gap analysis report to be submitted and sign off to be obtained from Bank before proceeding to next Phase.
- Consultant to ensure that they notify the Bank within 3 months of Diagnosis phase regarding vendor deployment, if required.

Further, after Gap Analysis phase, if the selected consultant discovers that any employee's data is not available in current HR processes and systems then a

tool/system to be designed by the consultant for capturing of unavailable employee's data.

## **Phase 2: Design of New Performance Management System**

Based upon comprehensive gap analysis report, a new Performance Management System to be designed with greater emphasis on transparency, Organization Goals, HR Vision, Objectivity and individuality. The Design Phase has been detailed in Module 2 to Module 10.

### **Module 2: Identify common key performance indicators and define the role of individual employee - Performance Management**

Identify common key performance indicators and define the role of individual employee - Identify job families, unique roles and the respective KRAs and KPIs across the Bank.

- Suggest revamped process for Performance Management of all officers (including officers on deputation and posted in subsidiaries/overseas branches) and support in developing and implementing an enhanced and sound system in the Bank.
- Clearly define and design the KRA/KPI for all the roles and job families in the Bank including review of existing job family design and framework, incorporating revised framework in line with existing business setup, eligibility criteria, evaluation criteria, movement criteria, career path review & performance mechanism.
- Identified KRAs/KPIs must be linked with Vision and Mission of the Bank and should be highly measurable.
- Consultant may leverage pre-defined KRA/KPI in Bank as a starting point to build up and design the system.
- Consultant is expected to understand the ongoing/ to be adopted process post/ during Digital Transformation and Operating Models Transformation and define KRA/KPI of the Officers (frontend / backend) involved in the process.
- Identify all the roles in the organization and vertical structures viz. Branches, Zonal Offices, Admin Offices, Head Office or any other new vertical created in the system etc.
- Role-based allocation of compliance parameters (statutory, regulatory and internal) for self-reporting by officers in branches and non-branch operating units
- The designing of KRA/KPI and role allocation should encompass introduction of new departments and verticals, consequent upon Digital and Operating Model Transformation.
- Setting of KRA/KPI should not be a one-time exercise and will be of over evolving nature with regular modifications during project and thereafter, as per changing business requirements.

- Role of every employee/Job should be defined in the system; there should be provision provided to manager/admin to select roles from the predefined roles library. Reporting authority should have the option to add, modify and delete KRAs/KPIs of the subordinate.
- Modalities on number of Job Roles/KRAs/KPIs to be allotted to a person to be devised to balance the workload and to ensure transparent and fair grading.
- KRAs/KPIs should be appropriately cascaded across the role hierarchy to bring in a culture of joint accountability and ownership.
- The source for measurable KPIs should be well defined and automated.
- Periodical flagging of KRA/KPIs for sensitive and non-sensitive roles. The system should be capable of generating reports and flag data (red flag) wherever the non-sensitive/sensitive posting tenure exceeds permissible tenure. The alert should be automated and sent to respective controlling office and Corporate Office.
- KRAs/KPIs and roles to be defined for the employee of all business/ non business functions and verticals.
- Identified KRAs/KPIs should be specific and convertible to objectives.
- There are some specific roles like non budgetary roles where the assigned KRAs/KPIs are not measurable immediately, consultant to plan and prepare tools/ suggest IT based solution for measurable outcomes.
- Devise system/ process tools to review the KRAs/KPIs on periodical basis to keep the library updated.
- Enhancement and refinement of Suo-Moto methodology of Performance Appraisal.
- Devise migration strategies to store historical performance data for future reference.
- The system should be aligned to existing PMS functionality of the Bank to store historic performance data, certification/ trainings completed/achievements for facilitating employee career progression decisions.

### **Module 3: Job family design & implementation for special build among employees**

- Creation of new job family design framework, incorporating refreshed definitions, eligibility requirements, evaluation criteria, movement criteria, career path review & performance mechanism.
- Define interlinkages, including integration of job families with role allocation, postings, performance management, learning, development and succession planning. Tools should incorporate job family as a key criterion in allocation of roles as part of role clarity and postings.
- Design data-driven model to objectively allocate job families basis pre-defined criteria including employee preferences, education, experience etc.
- Support in creation of job-family wise career path & learning calendar (trainings, certifications, workshops) to improve specialization build for allocated officers.

#### **Module 4: Design approach to Implement strategically aligned and focused KRAs/KPI's based on functional area**

Specify the number of roles that can be assigned, role combinations, KRAs/KPIs, weightages by the reporting authorities with options to submitting requests for changes in roles, reporting structures in case of need. Define an Approach/ system wherein:

- Individual employee is aware about the role, expectation, KPI's and reporting structure and employee should be able to view reporting authority, scale grade and other details.
- System should have features like role library wherein reporting authority can assign role/ roles to individual
- System should be of capable automatic changes in case of transfer or promotion etc.
- Design analytics to allocate job families on the basis of pre-defined criteria including employee preferences, education, experience etc. approved by Bank.
- Support in creation of job-family wise development plan & learning calendar (trainings, certifications, workshops) to improve specialized skills for identified officers
- KRAs/KPIs should be designed keeping in mind the real activity to be performed in the designated Job role.
- KRAs/KPIs to be designed / distributed in such a way to have cascading effect from top down and bottom-up approach.
- KRAs for Banks leadership and senior Management must appropriately reflect the corporate strategic goals & incorporate business parameters of the bank e.g., Business growth, profitability, return on Asset all relevant business key parameters etc.
- The System should enable check points on what cannot be assigned to a specific job role (e.g., Differentially abled, Probationary Officers, on deputation, etc.)
- Design organization scorecards, functional scorecards for all unique roles and functions across the bank based on the organizational goals and vision.
- KRA/KPIs weightages in scorecards for a given role to be strategically defined to drive bank aspirations, corporate goals & functional area objectives.
- Scorecard to enable identification of top & bottom performers at periodic frequency or as per bank defined requirements.
- Roles & KRAs/KPIs to be assigned to individuals through a tool driven mechanism, with workflows for role acceptance by individual.
- The tool must provide flexibility for assignment of multiple roles to one individual and provide flexible functionalities to modify or delete KRAs/KPIs and weightages as required.
- Roles and KRAs/KPIs assigned to be linked to MIS and internal bank data systems and made visible to employees as part of PMS to review, track and appraise final performance.

- Mechanism to be created and implemented for capturing KRA/KPIs actual values from defined source systems; to be used for tracking performance and results on a periodic basis.
- Peer groups or cohorts to be defined for officers with similar job characteristics in similar environment over a period of time, where performance is comparable. Cohorts to be scientifically defined using multi-data variables and thresholds.
- Dashboard to display the real time standings of an officer amongst cohorts, Top strengths & areas of concern, business opportunities (based on Market segment study), ideal practices in existing business environment, training requirements based on performance.
- Execute the relative performance comparison methodology to ensure fair grading among all employees
- Performance Management System to provide suggestive measures using AI for improvement of individual performance based on Micro Market Study, Product promotion, performance of cohort's, CRM etc. The same should be displayed to reporting authority as well. It should also facilitate two-way communication between appraisal and appraise.

Automated allocation of KRAs/KPIs within 15 days, in case the periodic review is not conducted as per defined interval.

The system should be designed to keep historical data of the assigned KRAs/KPIs during the appraisal year (in case there is change or deleted in KRAs/KPIs).

The system/tools as designed aforesaid must also factor the special needs of the differently abled employees (PWD) of the Bank and be implemented accordingly.

### **Module 5: Business intelligence (internal and external) driven target setting**

This module should help Bank to consider its historical performance, current performance, peer performance, market potential, market data-driven insights, business aspirations, data from various sources, etc. for bank's business target setting. These business targets will then be cascaded across Bank's hierarchy. As a result, this module should provide historical and market practices, capture exceptions and deviations, and periodically re-assess Bank's business targets.

The following features are required as part of the target setting/ centralized planning tool:

- Design, implement and maintain the target setting system. The system should send out alerts (flag) in case of any inadequacy
- Define scientific target setting mechanism linked to potential & performance of the location. Mechanism to leverage historic, actual data & market information to generate insights on target allocation
- System should be able to provide historical and market data-driven insights to assist in setting the business targets (which will then be cascaded across the bank)



- System should be able to assign & cascade targets for business parameters from overall bank level to branch level. Targets to be allocated to individual employees /the lowest rung of organization hierarchy.
- Targets to be cascaded through user-based workflow to ensure stakeholder acceptance. Cascading to enforce zero-buffers as part of the process
- The system should have functionality to link with micro market strategy/ CRM system proposed to be introduced in the Bank to drive focused business growth through:
  - Business and market portfolio analysis
  - Insights to the branches about the products or services they need to focus on
  - Creation of focused branches to drive certain products
- System should be able to set business targets, assign KRAs/KPIs, execute validations, integrate required workflows and read data from various internal and external sources (within certain timelines)
- System should be accessible over the bank's intranet and the internet
- Validations to be built through the tool to ensure minimal deviation & create institutional memory for deviation reasons
- Tool to support iterations / changes in targets through the financial year
- Target setting tool to be integrated with performance management system to ensure measurement & review of KRA/KPIs performance for individual employees.
- System should be integrated with various internal bank systems for real time validation and for providing a seamless employee experience. Based on the design requirements, integration might be required with some external systems as well.
- System should have the options for Trigger points in case of any major adverse eventuality due to which organization goals/targets are affected/revised. The same should be cascaded to the multiple layers in the affected area/ geography.

## **Module 6: Creation of real-time Dashboards to drive performance feedback**

The Dashboards should aid every employee to view her/his performance on real time basis vis-à-vis actual targets and historical performance records. The dashboards to highlight focus areas or areas of improvements at individual level as well as at various business units (viz. Branches, Zonal Offices, Admin Offices, Head Office or any other new vertical created in the system etc.)

- Design & implementation of personalized performance dashboards to support field level controllers (viz. Branches, Zonal Offices, Admin Offices or any other new vertical created in the system etc.) in tracking of performance and review mechanism.

- Design & implementation of Supervisory Dashboards/Report Panel for tracking performances of the field hierarchy and review mechanism by Corporate Office.
- The system should be equipped with the functional requirements for conducting performance reviews as per bank's requirements.
- Performance dashboards to be customized to field role archetypes with real-time data refresh capabilities linked to actuals & targets for the role or location.
- System must use cutting-edge technology to provide performance trends (monthly, quarterly, annual, on demand, etc.) of an individual and of the various functional units/layers (corporate office, administrative unit, branches, etc.)
- Dashboards should support historic & current progress tracking on KRAs/KPIs and support deep dive to understand performance drivers and trends impacting performance
- Identify drivers of performance impacting KRA/KPI achievement & business outcomes for field role archetypes
- Data source mapping should be conducted for KRAs/KPIs, and performance drivers should support tool development
- Dashboards should support advanced analytics models on performance data and should generate insights on performance of individuals, business units, products, cohort groups, geographies etc.
- Dashboard should be designed with tools and plugins to present data in user-friendly & intuitive formats and support
- Dashboards should be available in web and mobile/tab versions with drill-down feature for all field functionaries as well as business departments.
- Officers should be able to view their real time performance with targets with option to compare with Historical performance.
- Employee's current performance in terms of KRA/KPI score attained, and suggestive measures for improvement should be visible.
- The dashboard should also detail out the focus areas of improvements for an individual/ various bank functions (corporate office, administrative units, branches etc.).
- Furthermore, all these processes should be AI/system driven, requiring little or no manual intervention. System shall have configurable trigger for various events.
- The dashboard should provide 360-degree employee performance insights viz. past role history, performance scores, competency assessment results to enable in succession planning.
- System should display Individual performance vis-a-vis performance of officers in the same cohort to indicate whether he/she stands vis-a-vis officers in identical roles.

#### **Module 7: Moving from one-time to periodic individual/ business performance review:**

The performance review to include competitive analysis in various geographies / market categories with recommendations for improvement and so on. The module

envisages use of data analytics to review and acquire insights into scoring trends to track /address adverse trends if any, as well as in-depth review of individual/Bank level performance including various business units/back offices, CO level etc. The broad contours of above functionality are given below:

- Redefine system of periodic performance review and institutionalizing the feedback process for all officers.
- The system should be able to Compare and record an employees' performance with peers in logical cluster/ levels and provide real-time rating.
- The system should be able to construct and run analytics models for data visualization and insights to enhance decision-making.
- The system should be able to drive out appropriate conclusions about the employee's performance and provide insights for corrective actions and record the same.
- The system should be capable of IT workflow-based tracking of time-bound self-reporting and create unit/individual-level compliance scorecard with differentiated treatment for materiality of compliance and severity of breach. Linkage of compliance scorecard to Performance Management System and targeted actions for serial non-compliances to be built in.
- Based on the Officer's Performance analyzed with cohorts/peers/market insights, the system should be able to provide course correction methods, such as business prospects to be pursued, practices to be implemented to fulfil shortfalls in business targets, etc.
- The system should be able to perform analytics across variable and on demand inputs based on the requirement of end user (Individual/Branch/Zone/Admin Office/Head Office)
- Creation of periodical reports/enablers to track performance events, behavior, skill sets, domain strength, exceptional incidents, compliance levels etc. The reports should be dynamic and flexible over time frame and dimensions on which it is demanded viz. day wise, week wise, month wise, Quarterly, Half yearly, Yearly, over a given time interval, parameter wise (Scale Wise, employee wise, etc.), demography wise, centre wise, cadre wise, hierarchy wise etc.
- System should identify the employee for significant roles like leadership positions, heading specialized structures and units, overseas positions, succession planning.
- Develop a mechanism of constructive feedback for inculcating a culture of learning and development, skilling and up-skilling, inclination towards research for continuous development of the officer.
- System should be designed to support individual development plans (IDP) and provide system generated inputs on key performance areas which require improvement.
- System should be robust enough to generate analytics which aid in identifying focus/ worry areas by regularly updating these data on a monthly, bi-annual,

or annual basis to provide accurate measurement of employee and business performance of the bank.

## **Module 8: Effective linkage of PMS outcomes to other HR processes (Benefits, Rewards, Rating, Trainings, and Transfers)**

The scope of this module covers creation of effective interlinkages between HR systems with PMS outcomes including integration of job families with role allocation, transfer/postings, learning and development, succession planning, benefits, rewards & recognition to promote employee engagement, motivation for improving performance and Training Need Analysis.

- Design framework to link PMS to employee specific outcomes across the spectrum, promotions, postings, rewards and recognition, role-based e-learning training programs, succession planning etc.
- Design a mechanism to link career path movement and promotions to PMS scores & grades basis cohort relative performance comparison/ achievement of set targets/IDP/Experience/ qualification etc. Linkages should clearly define the outcome for performance & non-performance.
- System should be able to generate report of officers eligible for promotion, based on pre-defined set of rules, Government guidelines and promotion policy of the Bank.
- Review rewards and recognition scheme/s across resources, groups, business verticals, cohorts etc.
- Reward & recognition programs to be linked to new performance scores & grades to ensure high objectivity and build faith in the program.
- Develop mechanism to recognize top performers for critical roles e.g., Credit, Risk, Treasury, Forex etc.
- Develop integrated mechanism to incorporate PMS scores for talent effectiveness through linkages with job family allocation, grooming plan for specialization build & succession planning for leaders.
- System to process and manage end-to-end transfers including generation of reports and MIS containing insights on the right person for the right role by analysing employee background and scientific matching with eligible roles.
- System should be able to incorporate rule-based triggers to identify employees for periodical/ demand-based transfers.
- System should provide employee recommendations for vacant roles through analytics driven algorithms & input data variables.
- System should be available for Zonal Offices and Head Office to manage all types of transfers ranging from intra-zone to inter-zone.
- Track and report deviations from Bank's Transfer policy and regulatory guidelines.
- PMS to be linked with different IT based systems and MIS systems on basis of following strategies:
- KPI designed for various verticals are to be first mapped with data points in various applications. Further KPI requested from other departments should also include supportive data points pertaining to those KPI.

- These data points can be included in PMS system by two ways:
  - Creating centralized data processing where all portals data can be processed and later it can be linked to PMS.
  - Creating separate links for all other IT based systems which will be linked to KPI later.
- The PMS system should be integrated with various internal sources of the bank e.g., CBS, MIS, HRMS and other In-House Modules etc. and external data sources like Micro Market study outcomes/reports to analyse the market

## **Module 9: Enhancing leadership effectiveness through targeted development, succession planning & talent management**

- Design & implement a talent management and succession planning framework for the bank leadership. The Talent Management framework to be intertwined with the Succession Planning framework to enable leadership placement across the organizations in the right positions.
- The framework should be defined for both specialists and generalists such that a succession pipeline created based on performance and potential identification.
- Based on analysis of performance, value addition and experience, it should identify the best leaders for critical roles and critical roles best suited for leaders (basis internal & external requirements). The exercise should analyse existing potential successors through model-driven digital tool and multiple data algorithms.
- Redefine HR value proposition of the Bank as an employer. Value proposition to be articulated on the basis of employee survey to understand current proposition, mindset of workforce & gaps.
- Design & Implementation of Career Progression framework: -
- Framework for designing career paths in alignment with business objectives
- Design career path for specialist officers.
- Framework for retention of talents by providing clear career path, considering professionals' desires and needs.
- Linking of career path design in line with promotion policy of the Bank.
- Communication plan for career paths to stakeholders

## **Module 10: Design & creation of digital and IT tools**

This entails creation of the necessary technological tools and mechanisms that are needed to effectively run the new systems / processes which are designed in Phase 2 to produce the key deliverables of this project as enumerated in Scope of Work. These tools shall be deployed on Bank's servers and shall be the property of the Bank. The Successful Bidder should supply perpetuate licenses for its users as per terms and conditions stipulated in the RFP. Bidder firm shall maintain these tools / software for a minimum period of five years (i.e. one year warranty [from Go Live] plus four years of technical support, from project sign off. The selected bidder must thoroughly document the software / tools developed for the Bank, to deliver the objectives of

this project, and share the same with the Bank, at the appropriate time. The bidding firm is required to bring the requisite technology / IT support to deliver on the scope of this project.

- These IT tools shall be the property of the Bank, and suitable support / handholding shall have to be provided to Bank's team for smooth functioning of the same.
- If the services of a third party technology provider are utilized, the 'Confidentiality', and other general terms and conditions as mentioned in this RFP shall apply.
- At any event, utilization of the services of a third party technology provider must not amount to sharing of Bank's data on any portal / application / system/ program that is not hosted within the Bank itself.
- The proposed solution should be compatible with Tablets and Mobile platform in future without additional cost to the Bank.
- The bidder must explicitly mention the name/type of the software/tools that will be deployed.
- The selected bidder firm must provide the source code escrow to the bank on successful implementation of the software/tools and should supply perpetuate licenses for its users as per terms and conditions stipulated in the RFP.

The system/tools as designed aforesaid must also factor the special needs of the differently abled employees (PWD) of the Bank and be implemented accordingly.

### **Phase 3: Implementation Support, Change Management and Knowledge Transfer**

Based on the output from the Design Phase, the Bank expects the Selected Firm to provide implementation support to ensure translation of the new / re-designed Performance Management system and other HR frameworks and processes as outlined in Modules 1, 2 & 3 above to be executed on the ground. This implementation support should include:

- I. **Integration of Technological Tools:** This involves a seamless integration of the technological tools developed under the scope of this project in the Bank, and support to Bank's team for their further smooth functioning. This involves end-to-end implementation of performance management tools / systems, including web-based system and mobile apps, etc.
- II. **Change Management:** This involves enabling the organization in the transition effectively to the new/ modified Performance Management system / new HR processes and systems and ensuring a smooth transition for all employees in the Bank.
- III. **Communication and Awareness Creation:** This involves ensuring transparent, timely and specific communication to employees about the transformation. This would include how information regarding the rationale for new / revised HR

processes, the approach used to design them, the implementation phases, etc. would be cascaded to all employees in a timely and coherent manner.

- IV. **Measurement and Governance:** This involves the mechanisms to measure the efficiency and effectiveness of the initiatives and the governance mechanisms that will ensure continuous implementation and maintenance of the new HR processes, including defining the turnaround time, creation of escalation matrices, creation of a process to address queries regarding implementation of new HR systems, etc.
- V. **Capability Building for Bank's Team:** This involves sensitizing key stakeholders about the changes in HR systems and processes and building capability of Bank's team to understand, communicate and implement the new systems.
- VI. **Analytics on PMS evaluation:** This involves big data analytics using statistical techniques on the PMS data to facilitate corrective action for improving performance. This may include, but not be restricted to insights on performance of different businesses / products; comparative analysis with competitors in different geographies / market segments, etc.

**Module 11: Implementation support for all the design elements from Module 2 to 10 and transform the existing performance management processes.**

- Map roles to individuals and creation of key team project Management Team for executing the project.
- Co-ordination with HRM department for successful implementation.
- Co-ordination with all the stakeholders, Branches, Zonal Offices, Admin Offices, Head Office and other verticals for implementation support.
- Assist in target setting process across branches/individuals, corporate office and administrative units as per the revised/ new process and implement the same in the field.
- Support bank in implementing all the suggested changes and new developments in the modules 2 to 9 and help for its adoption.
- Selected bidder has to provide and implement the requisite application / tool/ system to enable automation of deliverables covered in the scope of this project. Bank shall provide Server for the same. Specification for the server need to be specified in the Bill of Material (Annexure S). Bidder shall maintain the software for 5 years (1 year warranty + 4 year ATS)
- Selected Bidder has to ensure that the proposed system is developed as per the design requirements.
- Implementation support should ensure optimal utilization of HRMS, in-house PMS tool and E-Learning solution whichever applicable or any further enhancement in the existing tools or procurement of additional tools.
- During Implementation phase, the development team to schedule a presentation meeting monthly or on as and when required basis in order to provide on-going status updates

The consultant to ensure utilization of necessary tools and mechanisms that are needed to effectively run the new systems /processes designed to cover above mentioned scope and assist the Bank in the following major outcomes:

- Scientific goal setting for business parameters (Month 1-3)
- Role & KRA allocation for all officers (Month 4-6)
- Scientific postings to match employee with right role (Month 4-6)
- Talent management & succession planning (Month 6-9)
- Performance visibility & insights through field dashboards (Month 6-12)
- Performance review & appraisal (Month 6-12)

## **Module 12: Change Management & Knowledge Transfer**

The Implementation support will include running the PMS system for one complete performance cycle post implementation. The following activities to be undertaken during this stage of implementation:

- Drive change management initiatives (adoption, stabilization, impact)
- Prepare strategies for adoption of new PMS processes and implementation support
- Train relevant/ identified officers (Change Agents) across verticals and departments who can drive the intended change in the Bank.
- Provide program management support for the PMS implementation.
  - Assist the Bank in setting up Project Delivery team
  - Detailed Execution Plan
  - Weekly project status report to HRM
  - Risk, Issues and dependencies report.
  - Understand the key challenges faced and discuss with concerned stakeholders/HRM to identify the solution
- Draw a roll-out and implementation plan for PMS and ensure successful change management.
- Prepare and execute the communication plan to ensure transparent, timely and specific communication to all groups of stakeholders.
- Consultant should support the bank in the transition effectively to the new/ modified Performance Management system / new HR processes and systems and ensuring a smooth transition for all employees in the Bank.
- The consultant should handover and provide knowledge transfer of set up and configuration of the PMS with a defined time frame and knowledge transfer and properly documented.
- Consultant should ensure seamless integration of the technological tools developed under the scope of this project to ensure creation of a single HR ecosystem.
- Mechanisms to measure the efficiency and effectiveness of the initiatives and the governance mechanisms that will ensure continuous implementation and maintenance of the new HR processes, including defining the turnaround time,



creation of escalation matrices, creation of a process to address queries regarding implementation of new HR systems, etc.

- Capability Building for Bank's Team by sensitizing key stakeholders about the changes in HR systems and processes and building capability of Bank's team to understand, communicate and implement the new systems.
- Any changes as advised by the regulatory authorities viz. GoI/RBI/DFS/IBA etc. regarding HR functions need to be implemented in new PMS as and when required on the mutually agreed terms as per contract signed.

For implementing end to end Performance Management & Talent Management Solution to support 23,000+ users, 3500+ locations and 10,000+ concurrent users (with capability of extending to include the Bank RRBs and any future increase due to amalgamations/acquisitions at no additional cost) using server setup provided by bank in VM. The Architecture design, integration, implementation and Proposed Application/Required Operating System/Database/Webserver/Application Server setup should be done by OEM/bidder only.

The Bidder should provide onsite Consultancy and facility management support (technical and functional) for next 5 years (including one-year warranty) after the implementation.

The selected bidder to comply with the findings of the VAPT/IS Audit/Secure Coding Practices in terms of the hardware / OS / application/DB provided under this RFP.

The selected bidder has to carryout hardening of OS (Operating System/DB/App), patch management activity and required configuration of OS/DB/App and its related software, etc., periodically as per the requirement of the bank and closure of VAPT Observations/audit of the bank during the contract period as per Bank's requirement. Detailed process documentation, SOP (Standard operating procedure) and management of solution should be created and submitted before project signoff.

OEM Certificate for Deployed Architecture & Configurations done at UCO Bank Setup is necessary after implementation of its products for Bank Sign-Off. OEM should provide certificate that provided software are free from embedded malicious/ fraudulent code and any type of known vulnerabilities\ bug.

The proposed PMS Solution should be configured in such a way by the bidder that the existing historical data can be readily accessed. This step should not involve any manual change / intervention.

The successful bidder, called vendor or supplier or service provider should implement the End-to-end Performance Management & Talent Management Solution to the full satisfaction of the Bank with all the required functionalities. The system should be in (High Availability) HA architecture at DC as well as (High Availability) HA in DR. The vendor would be responsible for installation, implementing the solution in VM, testing, commissioning, configuring, warranty and maintenance of the setup for the proposed system. OEM/bidder would be responsible for architecture design, migration and all technical support to maintain the required uptime through the vendor. Installation,

configuration, integration, customization and migration should be done by the OEM/bidder only. However, the bidder would be the single point of contact. The bidder should have necessary agreement with the OEM for all the required support.

The selected bidder should install, re-install, configure, maintain and optimize resource utilization of server's operating system and Database Management System required for proposed solution. The selected bidder would be responsible for database syncing between DC and DR server and Database Administrator for Database system.

**Brief List of Deliverables**

1. Phase -1 Gap Analysis **(3 month)**
2. Phase -2 Design **(3-6 Months)**
3. Implementation support, Change Management and Knowledge Transfer **(6-12 Months)**

## **Part-V**

### **1. Order details**

The purchase order will be placed by Head Office, DIT-II 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. Contract Period**

Contract period with the Consultant for digital HR transformation of Bank kept for 5 years which may further be extended in case the detailed scope of work is not completed within stipulated timeframe. No additional payment will be made during extension provided. However, the selected bidder may have to provide a fresh Performance Bank Guarantee for agreed extended period in such cases.

The Bank may extend the assignment, on its sole discretion, with the successful bidder for future/ additional requirements related to this existing Scope of Work; which shall be decided on mutual agreed terms at the prices negotiated thereafter.

The Contract period shall be five years (1-year warranty and 4 years support) with maintenance/support along with required onsite consultancy and Facility Management support. The vendor would provide full on-site monitoring, maintenance, training, technical and functional support for the contract period. The contract start date will be on completion of implementation with Go live date. For this, the vendor has to deploy suitable resources at the Bank's premises for a period of Five years after the installation and configuration. It is the vendor's responsibility to liaison with the OEM to provide full technical and functional support to the satisfaction of the Bank for the complete tenure of agreement.

### **3. Schedule of Implementation**

The selected bidder is expected to complete the entire period of assignment within a period of 12 months, as mentioned in the scope of work, which inter-alia shall include the period of successful implementation of pilots & scale up and will commence from the date of agreement of consultancy with the Bank.

Sl. No	Phases	Gap Analysis/ Diagnosis Phase : Phase-I	Design Phase Phase-II	Implementation Support, Change Management and Knowledge Transfer Phase-III
				Final Implementation Phase
	Duration →	03 Months	Phase-I + 03 Months	Phase-I + 06 Months
1.	Gap Analysis / Diagnosis  Design	Conduct Gap Analysis of Bank's current PMS and HR System related	1. Identify common key performance indicators and define the role of individual employee	Implementation in coordination with selected vendor to be completed.  Support for all the design

	Implementation Support, Change Management and Knowledge Transfer	to PMS	<ol style="list-style-type: none"> <li>2. Job family design &amp; implementation for special build among employees</li> <li>3. Design approach to implement strategically aligned and focused KRAs/KPI's based on functional area</li> <li>4. Business intelligence (internal and external) driven target setting</li> <li>5. Creation of real-time dashboards to drive performance analysis/feedback</li> <li>6. Moving from one-time to regular periodic individual/business performance review</li> <li>7. Effective linkage of PMS outcomes to other HR processes (recognition, rewards, rating, trainings, transfers)</li> <li>8. Enhancing leadership effectiveness through targeted development, succession planning &amp; talent management</li> <li>9. Design &amp; creation of digital and IT tools</li> </ol>	<p>elements and transform the existing performance management process</p> <p>Change Management &amp; Knowledge Transfer</p>
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#### **4. Non-Exhaustive Clause**

The above Scope of work for different functions are not exhaustive and may contain the functions as required by the bank as communicated from time to time during the course of the contract. Without prejudice to the generality of the foregoing, the Bidder will be responsible for designing, guiding and ensuring the implementation of all aspects required for successful completion of the transformation which would follow all norms as prescribed by the Government and RBI's regulatory framework including planning all aspects, program management of implementation of the same. Consultant to ensure compliance to Regulations of RBI/Bank/Govt. guidelines on Digitization and IT security etc.

#### **5. Uptime & Penalty**

The Vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same, for the tenure of Contract under this RFP. The Bank expects that the successful Vendor to adhere to the following minimum Service Levels:

1. Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail/fax etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining "Penalties" that would be levied on the Successful Vendor.
2. The Vendor should have 11X6 Management, escalation and resolution infrastructure.
3. Time bound problem addressing team (onsite/offsite) for the complete contract period.
4. Vendor to arrange for updation required in the system to meet the changes suggested by RBI/ Govt. of India/ regulatory authorities towards compliance as part of ATS at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty.

Vendor will have to guarantee a minimum uptime of 99.5%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99.5% on 24x7x365. The penalty will be calculated as per the details given below.

**Uptime percentage** - 100% less Downtime Percentage

**Downtime percentage** - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

**Total Available Time** – 24hrs per day for seven days a week excluding planned downtime

**Unavailable Time** - Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details
A >= 99.5%	No Penalty
99.5% < A <99.0%	2% of cost of monthly ATS charges
99% <= A <98%	5% of cost of monthly ATS charges
A < 98%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of monthly ATS charges for every 0.1% lower than the stipulated uptime

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The SLA charges will be subject to an overall cap of 10% of the Monthly ATS Charges and thereafter,

Bank has the discretion to cancel the contract. If Vendor materially fails to meet an uptime of 99.5% for three (3) consecutive months, the Bank may have the right to terminate the contract. In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a Pay Order / Cheques payable at Kolkata in favour of UCO Bank for the same within 15 days from the notice period from the Bank.

## **6. Availability Service Level Default**

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.5%), as measured on a monthly basis.

## **7. Facility Management Services (FMS) during the contract period:**

The bidder has to ensure on-site support for resolving PMS solution related issues, including installation/re-installation of required software and its supporting software for the proposed solution, during contract period without any extra cost.

The bidder should deploy at least one onsite technical resources throughout the contract period with adequate skill set and experience for monitoring and management of the proposed solution from 10 AM to 8 PM on all working days (except Sunday and National Holiday) from date of Go-Live. The deputed resources should manage and maintain software as per the agreement. Onsite support persons should possess minimum 1-year experience. Bank reserves the right to claim change in resource based on the performance of the resources.

The technical resources should be competent to develop/configure/handle/integrate/maintain/manage/Implement/Test /Go-live the proposed PMS solution. Onsite resources are expected to perform testing, support, monitoring, implementation, Integration with HRMS, CBS, MIS, Audit compliance, any other statutory compliance, Patch Installation (OS, DB, App, Software) fixes, analytics, day to day MIS reports, Regulatory reports, conducting DR Drill, backup/restore. These activities are illustrative and the details will be shared with successful bidder. Bank reserves the right to claim change in resource based on the performance of the resources.

Bidder is expected to deploy academically good, technically sound and competent personnel to ensure smooth operations at bank's site. The deputed personnel will be employed by the selected bidder on their payrolls/contracts without having any employment right with the bank. Moreover, deployed personnel will not have any right whatsoever to lodge claim of any nature directly or indirectly with the bank and it would be responsibility of selected bidder to address such issues without involving the bank. The deputed persons have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/ disclosed/ misused/ misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank. Bidder is expected to adhere to Bank's request for removal of any personnel, if bank notices any negligence/gross misconduct/violation of trade secret/disclosure of bank's data to third party and any decision of the bank in this regard would be final and binding upon the selected vendor.

## **8. The Onsite Resource Roles & Responsibilities**

### **A. PMS Solution Management**

- Install/Implement, Configure, customize, test and roll-out add-on components/packages available in PMS Solution servers for End- to-end solution.
- Ensure configuration management / backup of all PMS Solution servers (DB, Application, and Staging).
- Timely plan and implement the upgrade/s, update/s and patch/s as recommended by solution and roll out across the Bank.
- Conduct quarterly performance review for solution and report to bank
- Conduct periodic reviews to optimize/strengthen the system
- Providing necessary support, guidelines and training's from time to time to Bank Tech support and users.
- Setting various parameters like KRAs, competencies etc., across the organization.
- Customize, integrate and support the solutions including the mobile apps

### **B. Operation and Support Management:**

- General Operations
- Creation of PMS solution application users
- Creation of groups (Server & Users)
- Creation of Services (i.e. new connections)
- Configure access to server on approval
- Retrieve PMS Solution Logs on demand
- Publishing Dashboard for senior Management
- Troubleshooting day to day issues related to PMS Solution
- Provide PMS Solution training to new user's
- Generate reports on request
- Analyze, troubleshoot & resolve PMS Solution related issues raised by user at server or desktop level.
- Ensure proper escalations to OEM support for quick resolution.
- Log call with OEM Back-end Support team for escalated issue.
- Keep updated escalation matrix and support contact numbers with bank.
- Monitor and ensure overall health of PMS Solution Servers.

### **C. Incident Management**

- Ensure all solution incidents are logged in Service Desk. Troubleshoot & identify root cause of incident (problem/issue) Submit incident report along with root cause analysis.
- Take corrective/preventive actions to resolve the issues related to solution
- Log call in Service Desk and Co-ordinate with FM/Desktop team for any system related problem and for manual installations wherever necessary

- Review incident report with FM/Desktop support team to minimize the escalations, identify root cause and permanent solution by Identifying repeated incidents and ensure permanent closure.
- Providing necessary SOP / knowledge base articles or training to service desk team

#### **D. Back-end Support**

Get support from your L3/L2 team / solution Support team for incident / issues which are not been solved locally with proper escalation /information.

#### **E. Dashboard and Reporting and Technical Support**

- Submit daily / monthly / quarterly reports as per Bank's requirement. Submit necessary SLA compliance reports.
- Submit quarterly review performance reports for PMS Solution
- Lead daily Operation efforts, Report on progress to Bank
- Resolving technical issues & coordinating with OEM as escalation follow-up for long pending & calls
- Co-ordinate with all Teams for follow-up for open tickets & activities.
- Do Server patching / hardening & VA/PT on solution under preview.
- Do periodic preventive health check / Version Upgrade for solution under preview.
- Monitor quality and risk related activities on solution under their preview.
- Identify and implement best practices / Configurations on solution under preview.
- Do regular DR drill exercise as per bank's requirement.
- Comply and mitigate audit observation related to PMS Solution.
- Manage and monitor the PMS Solution setup for day to day activity. Daily backup of the proposed solution and restoration of the same as per Bank's policy.
- Responsible for database syncing between DC and DR server.
- Manage Database management system.

#### **F. Publish reports as per defined intervals**

- Reports as per user requirements

### **9. Payment Terms**

Bank will release the payment of the agreed cost of the project to the selected Bidder after deduction of applicable taxes at source, for which contract will be executed by the Bank with the selected Bidder. The payments will be scheduled in stages on completion of the various major activities and as per the progress of the project, as given below.



Sl. No.	Phase	Payment Amount
1.	After completion of Phase - I	<b>20%</b> of Total Project Cost
2.	After completion of Phase - II	<b>40%</b> of Total Project Cost
3.	After completion of Phase - III	<b>20%</b> of Total Project Cost
4.	After successful completion of Project including the Implementation support which includes running the PMS system for one quarter performance cycle (Monthly and Quarterly) post implementation	<b>20%</b> of Total Project Cost (Provided successful completion certificate is provided)

## **10. Liquidated Damage**

Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the price of undelivered portion/ not installed services of per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total cost of ownership. Liquidated damages will be calculated per week basis. Dispatch details shall be shared by the bidder regularly after handing over the consignment to the concerned Courier Agency/Indian Postal services. The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder. Bank may invoke the Bank Guarantee for further delay in in delivery & migration.

## **11. Paying Authority**

The payment will be made by DIT, UCO Bank, Head Office – 2 after recommendation from HRM Department, UCO Bank, Head Office - 1. 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.

## **12. Charges Terms**

By submitting the Bid for consultancy, the Bidder will be deemed to have accepted all the terms and conditions mentioned in the RFP document. It is deemed that the rates quoted by the Bidder shall be adequate to complete the assignment according to the specification and conditions attached thereto. The Bidder should take into account all conditions and difficulties that may be encountered during the course of assignment and quote the amount, which shall include agreed professional fee/contract amount with taxes, royalties, and other duties and the value and all details of other facilities and services necessary for proper completion of the assignment, except such as may be otherwise provided in the contract document for completion of the assignment. The TDS amount on prevailing rate and work

contract tax etc. shall be deducted from the consultants' running account/Final bills. Necessary certificates shall be issued to the consultant by the Bank. GST/Service Tax payable on the payment of contract amount will be borne by the Bank.

### **13. Cancellation of Contract & Realization of Compensation**

The bank reserves the right to cancel the order placed on the selected bidder and realize 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. The bidder goes into liquidation voluntarily or otherwise.
- iii. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.
- iv. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.
- v. If deductions on account of liquidated damages exceed more than 10% of the total order price.
- vi. 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.
- vii. 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 90 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.
- viii. 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.
- ix. Non-compliance of the scope of the job.
- x. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.
- xi. On the events of data piracy / privacy / system failures / security failures.

### **14. Performance Bank Guarantee**

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

months) from the **date of issuance of 1<sup>st</sup> purchase order**. However, the selected bidder may have to extend the validity of the Performance Bank Guarantee for further period as required by the Bank.

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

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

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

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

#### **15. 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.

#### **16. 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.

#### **17. Award of Contract**

The contract shall be awarded to and the order shall be placed with selected H1 Bidder securing the highest total combined score based on technical evaluation of

quality and cost of the bidder. 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.

## **18. Taxes**

- a. Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.
- b. The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.
- c. Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.
- d. Bidder shall co-operate fully in the defense of any claim/s by any local, state or union authorities against the Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the selected bidder.
- e. The payments which is/are **inclusive of GST and other taxes, fees etc.** as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, UCO Bank, Head Office – Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

## **19. Confidentiality and Secrecy**

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the

Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

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

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

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by Bank;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.
- The selected service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the UCO Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the UCO Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the UCO Bank and shall not be used/disclosed to anybody in any manner except with the written consent of the UCO Bank.
- The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the UCO Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
- **Conflict of interest:** The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

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

## **20. 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,

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

## **21. Completeness of the Project**

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

## **22. Order Cancellation**

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

- i. The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.
- ii. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- iii. The bidder goes into liquidation voluntarily or otherwise.
- iv. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.
- v. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.
- vi. Non-compliance of the scope of the job.

- vii. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.
- viii. On the events of data piracy / privacy / system failures / security failures.
- ix. If deductions on account of liquidated damages exceed more than 10% of the total order price.

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

- I) In case the selected bidder fails to deliver the services as stipulated in the delivery schedule, UCO BANK reserves the right to avail these services from alternate sources at the risk, cost and responsibility of the selected bidder with the capping of 125% of the original quoted cost for such deliverable as per commercial bid.
- II) If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving **30 days'** notice for the same. In this event the bidder is bound to make good **with the capping of 125% of the original quoted cost for such deliverable as per commercial bid**, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.
- III) UCO Bank reserves the right to recover any dues payable by the bidder under the contract from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.
- IV) In case of cancellation of order, any advance payments **(except payment against ATS)** made by the Bank to the Vendor for implementation of project, would necessarily have to be returned to the Bank, if bidder fail to return such payment within 30 days, then vendor have to be returned amount to the Bank with interest @ 15% per annum , further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
- V) Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries exceeds 10% of the TCO.
- VI) **In case of order cancellation Bank will notify selected bidder with 90 days' notice period inclusive of 30 days cure period before cancellation of the Order. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days time the notice for cancellation will became absolute.**

### **23. Indemnity**

In consideration of the Bank having agreed to accept our offer in terms of Request for Proposal No. UCO/DIT/61/2022-23 Date: 06/04/2022 We the Vendor herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgements, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said Contract and any damage caused from and against all suits and other actions that maybe instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to omission or commission of any act on our part and/or on the part of our employees, representatives, agents and/or associates, sub-contractors in performance of the obligations enumerated under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement dated \_\_\_\_\_;

We the Vendor further irrevocably and unconditionally agree and undertake to hold the Bank harmless, indemnify and keep the Bank indemnified from any of its following acts and deeds, irrespective of the value, genuineness or enforceability of the aforesaid Contract/Agreement or insolvency, bankruptcy, reorganisation, dissolution, liquidation or change in ownership of UCO Bank or us or any other circumstance whatsoever which might otherwise constitute a discharge of the Vendor:

a) material breach of any of the terms of the RFP/ SLA or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the service provider under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;

b) infringement of any intellectual property right, patents, trademarks, copyrights or breach of confidentiality obligations etc., including any claims of infringement of any third-party copyright, patents or other intellectual property and/or any third-party claims on the Bank for malfunctioning of the equipment, software or deliverables or usage of any license, or such other statutory infringement in respect of all components provided to fulfil the scope of work under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;

c) for any loss or damages caused to the Bank's premises or property, loss of reputation & loss of life etc., solely attributable due to the acts of the Vendor/Vendor's employees, representatives, agents and/or associates;



d) non-compliance of the Vendor with the applicable laws and/or statutory obligations, if any, in performing its duties as a service provider under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;

e) Negligence or gross misconduct attributable to the Vendor, its employees, representatives, agents and/or associates or any liabilities which pose significant risk;

We shall not enter into any settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the rights, interest and reputation of the Bank (and/or its customers, users and service providers).

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

Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either Party at the address stated in the aforesaid Agreement/Contract.

We hereby declare that this Indemnity is in addition to the Liquidated Damages as provided in these presents.

#### **24. Publicity**

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

#### **25. 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.

#### **26. 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 work order.

## **27. 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 with the Bank on a format prescribed by the Bank.

## **28. Termination for Convenience**

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

## **29. Termination For Insolvency**

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

## **30. 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.

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

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

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

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

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

### **32. Service Level Agreement**

- a. The bidder shall perform its obligations under the service level agreement entered into with the Bank.
- b. If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- c. If the bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves its right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty for non-performance.
- d. SLA violation will attract penalties as mentioned in the penalty clause.

- e. The selected bidder shall ensure uptime (to be calculated on monthly basis). The bank reserves the right to impose / waive any such penalty.
- f. The purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of penalty from any money belonging to the bidder in its hands (which includes the purchaser's right to claim such amount against bidder's Bank Guarantee) or which may become due to the Bidder. Any such recovery of penalty shall not in any way relieve the Bidder from any of its obligations to complete the works/services or from any other obligations and liabilities under the Contract.
- g. The selected bidder will also sign a Non-Disclosure Agreement and Service Level Agreement (SLA) with the Bank on a format prescribed by the Bank.**
- h. 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.
- i. 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.
- j. There shall be no variation(s) in or modification(s) in the terms of the Contract/ Service Level Agreement save and except by a written mutual consent signed by both the Parties i.e. the Bank and Vendor. Bank shall have the discretion/liberty to give effect to any amendment, modification etc. in the Contract/Service Level Agreement, if so required by Bank, sequel to any amendment(s)/ modification(s) etc. in the applicable Laws/Statutes including but not limited to amendment(s)/ modification(s) etc. in the existing Guidelines/ Instructions issued/to be issued by any Regulatory Authority.

### **33. 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.

### **34. 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.

### **35. Dispute Resolution Mechanism**

- a.** The Bidder and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
  - i.** The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the

notice.

- ii. The matter will be referred for negotiation between Deputy General Manager of The Bank / Purchaser and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- b. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- c. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- d. The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- e. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

### **36. Arbitration**

All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the construction, meaning and operation, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the

Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.

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

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

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

### **38. Limitation of Liability**

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

- iv) **The selected Bidder/Vendor will not be liable for any loss of profits, revenue, contracts or anticipated savings or and consequential or indirect loss or damages however caused.**

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

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

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

There shall be no variation(s) in or modification(s) in the terms of the Contract/ Service Level Agreement save and except by a written mutual consent signed by both the Parties i.e. the Bank and Vendor. Bank shall have the discretion/liberty to give effect to any amendment, modification etc. in the Contract/Service Level Agreement, if so required by Bank, sequel to any amendment(s)/ modification(s) etc. in the applicable Laws/Statutes including but not limited to amendment(s)/ modification(s) etc. in the existing Guidelines/ Instructions issued/to be issued by any Regulatory Authority.

### **40. Severability**

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

### **41. Blacklisting**

#### **Grounds for Disqualification & Blacklisting**

- (A)** Notwithstanding anything contained in this document, any Bidder/selected Vendor shall be disqualified when –



- i. any Bidder who have been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority as on date of the publication of this Tender/Procurement;
- ii. any bidder whose Contract/Agreement with any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority has been terminated before the expiry of the Contract/Agreement for breach of any terms and conditions at any point of time during the last five years;
- iii. any Bidder whose Earnest Money Deposit and/or Security Deposit have been forfeited by any Bank / Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory/Statutory Authority, during the last five years, for breach of any terms and conditions.

**(B)** Further disqualification can be imposed by the Bank in accordance with the procedures established, which may include but not limited to the following grounds, either at the stage of Competitive Bidding or at the stage of implementation of the Contract:

Commission of any act of:

- i) submission of a bid, proposal or any other document that is known or should be known by the Bidder to be false, misleading or non- meritorious or to contain false information or concealment of information which will influence the outcome of the eligibility screening/selection process;
- ii) any documented unsolicited attempt by the Bidder to unduly influence the decision making process of the Bank while determining the eligibility screening/selection process in favour of the Bidder;
- iii) unauthorized use of one's name or using the name of another for purpose of bidding;
- iv) breach of the terms of a public contract by a wilful or material failure to perform in accordance with the terms thereof;
- v) withdrawal of a bid, or refusal to accept an award, or enter into contract with any Bank/Financial Institution/Central Government/State Government/ any Central or State Undertaking or Corporation/Reserve Bank of India or any other

Regulatory Authority without any justifiable cause, after the Bidder had been adjudged as having submitted the lowest calculated Responsive Bid or highest rated Responsive Bid;

- vi)** refusal or failure to furnish the required performance security within the prescribed time frame;
- vii)** refusal to clarify or validate the Bid submitted, in writing, within a period of seven (7) calendar days from receipt of the request for clarification if sought by the Bank;
- viii)** that may tend to defeat the purpose of the competitive bidding, such as but not limited to; an eligible Bidder not purchasing the bid documents or not complying with the requirements during the evaluation of bid or habitually withdrawing from bidding or submitting letter of non-participation for at least three (3) times within a year, except for valid reasons;
- ix)** lack of integrity or honesty or fraud, bribery, collusion or conspiracy;
- x)** failure by the Bidder/Vendor, due to solely his fault or negligence, to mobilize and commence the work or perform within the specified time period, as specified in the Tender Document, including but not limited to the Request for Proposal/ Request for Quotation/ Agreement/Letter of Intention/Purchase Order etc.,;
- xi)** failure by the Bidder/Vendor to fully and faithfully comply with its contractual obligations without valid cause, or failure to comply with any written lawful instruction of the Bank or its representative(s) pursuant to the implementation of the Contract, which may include but not limited to the following:
  - a.** Employment of competent technical personal, competent engineers and/or work supervisors;
  - b.** Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
  - c.** Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
  - d.** Deployment of committed equipment, facilities, support staff and manpower; and
  - e.** Renewal of effectively date of the performance security after its expiry during the tenure of the Contract.
- xii)** assignment and subcontracting the Contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Bank;

- xiii)** for the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract;
- xiv)** for the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence. The poor performance of the Consultant can include and may not be limited to defective design resulting in substantial corrective works in design and/or construction, failure to deliver critical outputs due to consultant's fault or negligence, specifying materials which are inappropriate, substandard, or way above acceptable standards, allowing defective workmanship or works by the contractor being supervised by the consultant etc.
- xv)** for the procurement of infrastructure projects, poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as per the existing performance monitoring system of the Bank shall be applied, quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence, willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.
- (C)** Any parameters described, *supra*, attributable to any Partner/Director shall be construed as disqualification for the Firm/Company, as the case may be.
- (D)** The Bank will have the discretion to disqualify the Bidder/Vendor and/or initiate the process for blacklisting the Bidder/Vendor and may also entail forfeiture of performance security furnished by the Bidder/Vendor. “

## **42. Non-Disclosure**

By virtue of Contract, as and when it is entered into between the Bank and the bidder, and its implementation thereof, the bidder may have access to the confidential information and data of the Bank and its customers. The bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:-

- a.** That the bidder will treat the confidential information as confidential and shall not disclose to any third party. The bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- b.** That the bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the bidder shall use reasonable efforts to advise the Bank immediately

in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.

- c.** That if the bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- d.** That the bidder will strictly maintain the secrecy of Bank's data.

**(Tender offer forwarding letter)**

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

Dear Sir,

**Sub: RFP for Appointment of Consultant for Digital HR Transformation of UCO Bank focusing on Performance Management & Talent Management vide RFP Ref No.: UCO/DIT/61/2022-23 Date: 06/04/2022.**

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 **RFP for Appointment of Consultant for Digital HR Transformation of UCO Bank focusing on Performance Management & Talent Management vide RFP Ref No.: UCO/DIT/61/2022-23 Date: 06/04/2022**, as mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by the Bank we undertake to commence **RFP for Appointment of Consultant for Digital HR Transformation of UCO Bank focusing on Performance Management & Talent Management** as per the terms & conditions of your purchase orders. In the event of our selection by the Bank, we will submit a Performance Guarantee for a sum equivalent to **3%** of the project cost for a period of **5 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 commercial bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days.

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us. We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive

We enclose the following Demand draft(s)/Bank Guarantee:

1. DD No. Dated for Rs. -----/- (Rupees ----- Only) as Cost of RFP Document &
2. BG No \_\_\_\_\_ Dated \_\_\_\_\_ for Rs 5,00,000/- ( Rupees Five Lakh Only) as EMD.

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. Shareholding pattern:
6. Major change in Management in last three years:
7. Names of Banker /s:

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

	2018-19	2019-20	2020-21
Net Worth			
Turnover			
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 orders**

Sl. No.	Name of Organization	Description of application	Period during which installed (last 5 Years)	
			From	To

**N.B. Enclose copies of Purchase Orders as references.****Place:****AUTHORISED SIGNATORY****Date:****Name:****Designation:**

**Earnest Money Deposit Form**

To,  
Deputy General Manager (DIT, BPR & BTB)  
UCO Bank, Head Office-II  
Department of Information Technology  
5<sup>th</sup> Floor, 3&4, DD Block, Sector-I  
Salt Lake, Kolkata -700064.

Dear Sir,

**Ref: RFP for Appointment of Consultant for Digital HR Transformation of UCO Bank focusing on Performance Management & Talent Management**

In response to your invitation to respond to your **RFP for Appointment of Consultant for Digital HR Transformation of UCO Bank focusing on Performance Management & Talent Management**, 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 **Appointment of Consultant for Digital HR Transformation of UCO Bank focusing on Performance Management & Talent Management** 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 EMD as required to be submitted by the 'Vendor' as a condition for participation in the said process of RFP.

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

Or

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

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

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

Notwithstanding anything contained herein:

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

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

Yours faithfully,

For and on behalf of

\_\_\_\_\_ Bank

Authorised official

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



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

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt **M/s** \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the selected bidder company) (hereinafter called "the said SELECTED BIDDER") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no. ....dated..... issued to the Selected bidder and an Agreement to be made between UCO Bank and the Selected bidder for a period of ..... In pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said SELECTED BIDDER 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 ..... [SELECTED BIDDER] 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 SELECTED BIDDER 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 SELECTED BIDDER of any of the terms or conditions contained in the said Agreement or by reason of the SELECTED BIDDER'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 SELECTED BIDDER 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 SELECTED

BIDDER for payment there under and the SELECTED BIDDER 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 SELECTED BIDDER 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 SELECTED BIDDER from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said SELECTED BIDDER 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 SELECTED BIDDER or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said SELECTED BIDDER 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 SELECTED BIDDER.
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

Authorized 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.

**UNDERTAKING FOR NON-BLACKLISTING / NON-DEBARMENT OF THE BIDDER**

**To Be Stamped As A Declaration & Duly Attested By A Notary**

**Sub: RFP for Appointment of Consultant for Digital HR Transformation of UCO Bank focusing on Performance Management & Talent Management**

- 1) I/We, Proprietor/Partner(s)/Director(s) of M/s..... hereby confirm that I/We have read and understood the eligibility criteria and fulfill the same.
- 2) I/We further confirm that all the information furnished by me/us, as per the requirement of the Bank, have been included in our bid.
- 3) I/We further 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.
- 4) \*I/We further hereby declare that I/We have not been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory Authority or any other Statutory Authority as on date of the publication of this Tender/Procurement.

**(OR)**

I/We further hereby declare that the Proprietorship Concern/Partnership Firm/Company/..... (if any other entity) namely M/s ..... was blacklisted/debarred by.....(Name of the Authority who blacklisted/debarred) from taking part in their Tender/Procurement for a period of .....years w.e.f. ....to..... The period is subsisting/over on.....and now I/We is/are entitled to take part in Tender/Procurement.

- 5) I/We declare that no proceedings/inquiries/investigations have commenced/pending against me/us by any Statutory Authority/Regulatory Agency/Investigating Agency which may result in liquidation of company/ firm/proprietorship concern and/or may act as deterrent on the continuity of business and/or may hamper in providing the said services, as envisaged in this document.
- 6) I/We further hereby declare that no legal action is pending against me/us for any cause in any legal jurisdiction.

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

**\*STRIKE OUT WHICH IS INAPPLICABLE**

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

Signature (1) ..... (2) .....

(duly authorized to sign)

Name:.....

Capacity in which as executed:.....

Name & registered address of the Bidder:.....

Seal of the Bidder to be affixed
----------------------------------

**Undertaking to abide by all by-laws / rules / regulations**

To,

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

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

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

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP **UCO/DIT/61/2022-23 Date: 06/04/2022** including all annexure, 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 annexures of the said RFP.

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.

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Place:**

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

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

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

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

Sir,

**Sub: Confirmation for Government Rules relating to Minimum Wages:**

**Ref: RFP for Appointment of Consultant for Digital HR Transformation of UCO Bank focusing on Performance Management & Talent Management (RFP Ref No.: UCO/DIT/61/2022-23 Date: 06/04/2022)**

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

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

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

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

Yours faithfully,

**Authorized Signatory**  
**Designation**  
**Bidder's corporate name**  
**Place:**  
**Date:**

**Undertaking Letter on the vendor's letterhead for GST Law**

To,

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

Dear Sir,

**Sub: RFP for Appointment of Consultant for Digital HR Transformation of UCO Bank  
focusing on Performance Management & Talent Management**

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, 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 & BTD),  
UCO Bank, Head Office – II  
Department of Information Technology,  
5<sup>th</sup> Floor, 3 & 4 DD Block, Sector – 1  
Salt Lake, Kolkata – 700064.**

Dear Sir,

**Sub: RFP for Appointment of Consultant for Digital HR Transformation of UCO Bank  
focusing on Performance Management & Talent Management**

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.

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.

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

**Undertaking for No Deviation**

To,

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

Dear Sir,

**Sub: RFP for Appointment of Consultant for Digital HR Transformation of UCO Bank  
focusing on Performance Management & Talent Management**

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

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

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

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

**Annexure-K**

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

<b>Particulars</b>	<b>2018-19 (Audited)</b>	<b>2019-20 (Audited)</b>	<b>2020-21 (Audited)</b>
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 in .doc format**

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

<b>SI No</b>	<b>RFP Page No.</b>	<b>RFP Clause No.</b>	<b>Original RFP Clause</b>	<b>Subject/Descrip tion</b>	<b>Query sought/Suggest ions of the Bidder</b>

**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 Authorized Signatory hereinafter referred to as the Buyer and the first party, proposes for **Appointment of Consultant for Digital HR Transformation of UCO Bank focusing on Performance Management & Talent Management** hereinafter referred to as Stores and / or Services. And M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ represented by \_\_\_\_\_ **Authorized signatory**, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

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

**3. Preamble**

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for **Appointment of Consultant for Digital HR Transformation of UCO Bank focusing on Performance Management & Talent Management** 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) (IEMs) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **4. Commitments of the Buyer**

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

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

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

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

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

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

the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

- (iv) The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).
- (v) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- (vi) 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.
- (vii) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary.

**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 behavior) and a compliance program for the implementation of the code of conduct throughout the company.

## **8. Sanctions for Violation**

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

- (i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
- (ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
- (iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
- (iv) To encash 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**

**BIDDER/SELLER**

**Signature:**  
**Authorized Signatory**  
**Department of IT**

**Signature:**  
**Authorized Signatory (\*)**

**Place:**  
**Date:**

**Witness:**  
**(Name & Address)**

**Witness:**  
**(Name & Address)**

**NON-DISCLOSURE AGREEMENT**

**(Confirmation of format should be enclosed with technical bid. Agreement to be executed on non-judicial stamp paper of requisite value by the selected bidder only)**

This Non-Disclosure Agreement is entered into on this .... day of....., 2022

**BETWEEN**

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

**AND**

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

**WHEREAS** the Vendor/Receiving Party is inter alia engaged for **Appointment of Consultant for Digital HR Transformation of UCO Bank focusing on Performance Management & Talent Management** as per the terms and conditions specified in the RFP Ref No.: **UCO/DIT/61/2022-23 Date: 06/04/2022**. The Vendor/Receiving Party would be the single point of contact for this project.

Ft++

**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 **Appointment of Consultant for Digital HR Transformation of UCO Bank focusing on Performance Management & Talent Management**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**8. Breach.** In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided

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

## **9. Arbitration and Equitable Relief.**

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

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

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

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

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

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

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

## **12. General Provisions**

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

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

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

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

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

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

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

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

**For and on behalf of**

.....

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

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

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

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

**For and on behalf of**

.....

***(the selected bidder)***

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

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

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

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



**Eligibility Criteria Compliance**

Sl. No.	Eligibility Criteria	(Proof of documents required / must be submitted)	Bidder's Compliance (Yes/No)
1	<p>Bidder should be a limited company (Public/Private/LLP) registered in India under the Companies Act, 1956/2013 for more than 5 years as on RFP issuance date.</p> <p>Companies registered as MSME Entrepreneur &amp; still categorized as MSME as on RFP issuance date.</p> <p>Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt of India.</p> <p>The bidder should not be a subsidiary of a foreign company.</p>	<p>1. Certificate of Incorporation issued by Registrar of Companies along with</p> <p>2. Copies of Memorandum of Association</p> <p>3. Copies of Articles of Association</p> <p>4. Shareholding pattern</p> <p>5. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.</p> <p>Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.</p>	
2	The Bidder should have an average annual turnover of <b>at least INR 50 Crores for last three financial years</b> (i.e. 2018-19, 2019-20 & 2020-21)	Certificate from Chartered Accountant Stating Net Worth, Turnover and Profit/Loss for last 3 financial years. It should be in concurrence with the audited balance sheets.	
3	Bidder should have <b>net profit in at least 2 out of immediate past 3 consecutive financial years</b> (i.e. 2018-19, 2019-20 & 2020-21)		
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 facility management services in UCO Bank	An undertaking to this effect must be submitted on company's letterhead.	

5	Bidder should have an experience of at least 1 completed assignment in last 10 years in the nature of Digital HR transformation focusing on Performance Management and Talent Management at a Public Sector Bank / Private Sector Bank having minimum 1000 Branches in India having at least 10000 employee base with business of more than Rs 1,00,000 Crores as on RFP issuance date.	A self-Declaration to be furnished by the Bidder on the company's letter head for the same. The declaration should contain verifiable name and contact details of senior client references. Project completion certificate from the respective organization needs to be submitted.	
6	The bidder should have at least 1 Project Head, 1 Team Leader and sufficient subject matter experts having proven experience in working on the project of digital HR transformation focusing on Performance Management and Talent Management in any Public Sector /Private sector Bank/BFSI.	Self –declaration in this regard on the company's letterhead should be submitted.	
7	Bidder should not have been debarred / black-listed by any Bank or RBI or any other regulatory authority or Financial Institutions in India as on date of RFP issuance.	Annexure – E should be submitted.	
8	The bidder should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Self-declaration to this effect on the company's letterhead should be submitted.	
<b>Note:</b> In this tender process either authorized representative / distributor / dealer in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be			
<b>RFP REF No. UCO/DIT/61/2022-23 Date: 06/04/2022</b>			<b>Page: 106 of 115</b>

accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product.

The service provider 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 service provider.

**Place:**

**Date:**

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

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

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

**Masked Commercial Bid****RFP for Appointment of Consultant for Digital HR Transformation of UCO Bank focusing on Performance Management & Talent Management****Table A: Consultancy Fee, Software License Cost, One Time Implementation Cost, Annual Maintenance / Technical Support**

Sl#	Particulars (a)	Amount in (Rs.) Excluding GST (b)	GST % & Amount (c)
1	Consultancy Fee covering entire Scope of Work	XXXX	XXXX
2	Perpetual Software License Cost (including 1 <sup>st</sup> year Warranty)	XXXX	XXXX
3	Annual Maintenance / Technical Support (2 <sup>nd</sup> Year)	XXXX	XXXX
4	Annual Maintenance / Technical Support (3 <sup>rd</sup> Year)	XXXX	XXXX
5	Annual Maintenance / Technical Support (4 <sup>th</sup> Year)	XXXX	XXXX
6	Annual Maintenance / Technical Support (5 <sup>th</sup> Year)	XXXX	XXXX
7	One Time Implementation Cost	XXXX	XXXX
8	Total Cost of Table A in Figure (Sl# 1+2+3+4+5+6+7)	XXXX	XXXX

**Table B: Facility Management Cost for Five Years**

Sl.#.	Items	Qty. (A)	Unit Cost Per month (B)	Total Cost $C=(A \times B) \times 60$	GST%
1	Facility Management Services (FMS) - For One resource to be available on all working days(except Sunday and National holiday).	XXXX	XXXX	XXXX	XXXX
Total Cost (Table B)					

**Table C: Total Cost of Ownership**

Sl.	Items	Total Price without Taxes
1	Consultancy Fee, Perpetual Software License Cost, One Time Implementation Cost, Annual Maintenance / Technical Support (Table A)	XXXX
2	Facility Management Cost for Five Years (Table B)	XXXX
3	Total cost of ownership, TCO (Table A + Table B) (in figures)	XXXX
4	Total cost of ownership, TCO (Table A + Table B) (in words)	XXXX

- i. We hereby confirm that quotes mentioned in this commercial bid is strictly as per the format in RFP.
- ii. We also confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same as mentioned in the commercial evaluation process clause no. 2.3 and it will be binding upon our company.
- iii. We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
- iv. We have not added or modified any clauses / statements / recordings / declarations in the commercial offer, which is conditional and / or qualified or subjected to suggestions, which contain any deviation in terms & conditions or any specification.
- v. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- vi. We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 06.04.2022 and subsequent pre-bid and amendments.

**Company Seal**  
**Date**  
**Name & Designation:**

**Authorized Signatory**

**Note:**

- i. In case of discrepancy between figures and words, the amount in words shall prevail.
- ii. Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.

- iii. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- iv. Please note that any commercial offer which is conditional and / or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.
- v. All prices should be quoted in **Indian Rupees (INR)** only.
- vi. The TCO (Total Cost of Ownership) will be exclusive of GST. However the GST and other applicable taxes will be paid as per actuals at the time of resultant billing.
- vii. **Bank will not communicate with OEM / OSD for any queries.**
- viii. The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order.

Commercial BidRFP for Appointment of Consultant for Digital HR Transformation of UCO Bank focusing on Performance Management & Talent ManagementTable A: Consultancy Fee, Software License Cost, One Time Implementation Cost, Annual Maintenance / Technical Support

Sl#	Particulars (a)	Amount in (Rs.) Excluding GST (b)	GST % & Amount (c)
1	Consultancy Fee covering entire Scope of Work		
2	Perpetual Software License Cost (including 1 <sup>st</sup> year Warranty)		
3	Annual Maintenance / Technical Support (2 <sup>nd</sup> Year)		
4	Annual Maintenance / Technical Support (3 <sup>rd</sup> Year)		
5	Annual Maintenance / Technical Support (4 <sup>th</sup> Year)		
6	Annual Maintenance / Technical Support (5 <sup>th</sup> Year)		
7	One Time Implementation Cost		
8	Total Cost of Table A in Figure (Sl# 1+2+3+4+5+6+7)		

Table B: Facility Management Cost for Five Years

Sl.#.	Items	Qty. (A)	Unit Cost Per month (B)	Total Cost $C=(A \times B) \times 60$	GST%
1	Facility Management Services (FMS) - For One resource to be available on all working days (except Sunday and National holiday).				
	Total Cost (Table B)				

**Table C: Total Cost of Ownership**

Sl.	Items	Total Price without Taxes
1	Consultancy Fee, Perpetual Software License Cost, One Time Implementation Cost, Annual Maintenance / Technical Support (Table A)	
2	Facility Management Cost for Five Years(Table B)	
3	Total cost of ownership, TCO (Table A + Table B) (in figures)	
4	Total cost of ownership, TCO (Table A + Table B) (in words)	

i) We hereby confirm that quotes mentioned in this commercial bid is strictly as per the format in RFP.

ii) We also confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same as mentioned in the commercial evaluation process clause no. 2.3 and it will be binding upon our company.

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

iv) We have not added or modified any clauses / statements / recordings / declarations in the commercial offer, which is conditional and / or qualified or subjected to suggestions, which contain any deviation in terms & conditions or any specification.

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

vi) We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 06.04.2022 and subsequent pre-bid and amendments.

**Company Seal**

**Date**

**Name & Designation:**

**Authorized Signatory**

**Note:**

- i. In case of discrepancy between figures and words, the amount in words shall prevail.
- ii. Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.



- iii. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- iv. Please note that any commercial offer which is conditional and / or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.
- v. All prices should be quoted in **Indian Rupees (INR)** only.
- vi. The TCO (Total Cost of Ownership) will be exclusive of GST. However the GST and other applicable taxes will be paid as per actuals at the time of resultant billing.
- vii. **Bank will not communicate with OEM / OSD for any queries.**
- viii. The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order.

**COMPLIANCE CHART**

**Subject: RFP for Appointment of Consultant for Digital HR Transformation of UCO Bank  
focusing on Performance Management & Talent Management**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Compliance Status (Yes / No)</b>	<b>Page No. Of the bid document submitted</b>
<b>1.</b>	Are Technical & Commercial bid submitted under separate sealed envelopes?		
<b>2</b>	Is the Technical bid made in conformity with technical bid template?		
<b>3.</b>	Is the Commercial bid made in conformity with Commercial template as <b>Annexure - Q?</b>		
<b>4.</b>	Are the Technical & Commercial Bids organized properly?		
<b>5.</b>	Are all the pages numbered properly and signed and stamped.		
<b>6</b>	Duly signed Annexures <b>A to S</b> are enclosed		
<b>7</b>	Is the softcopies of the response of Technical, Functional and Commercial RFP submitted in separate?		
<b>8.</b>	Are document in support of all eligibility criteria submitted?		
<b>9.</b>	Power of Attorney/Authority letter issued by the competent authority for signing the Bid document on behalf of the company.		

For.....

(Signature and seal of authorized person)

**Place:**

**Date:**

**BILL OF MATERIAL****Table A: Software Solution (To be supplied by bidder as part of implementation)**

SI#	Item Description	Unit	Make	Model	Specification	Additional Information

**Table B: Hardware and System Software Requirement (Expected from Bank)**

SI#	Item Description	Unit	Make	Model	Specification	Additional Information