Request for Proposal (RFP)

For

Implementation of centralised "Multi Grid" Cheque Truncation System(CTS) Solution on CAPEX Model

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

RFP Ref. No: UCO/DIT/4400/2021-22 Date: 09.03.2022

Disclaimer

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TABLE OF CONTENTS

List of Annexures

Annexure No.	Subject
I.	Tender Offer Forwarding Letter
II.	General Details of The Bidder
III.	Original Solution / Software Developer Authorisation form (OSDF)
III.	Earnest Money Deposit
IV.	Performa For Performance Bank Guarantee
V.	Undertaking For Non-Blacklisting / Non-Debarment Of The Bidder
VI.	Undertaking To Abide By All By-Laws / Rules / Regulations
VII.	Undertaking Letter On The Selected Bidder's Letterhead For Central Minimum Wages Act & Labour Laws
VIII.	Undertaking Letter On The Vendor's Letterhead For GST Law
IX.	Undertaking For Price Validity & Acceptance Of All Terms & Conditions Of RFP
X.	Undertaking For No Deviation
XI.	Certificate From Chartered Accountant (Signed & Stamped) Showing Company's Financial Position In Last 3 Years (Annual Turnover, Profit / Loss, Net worth Etc.)
XII.	Format Of Pre-Bid Queries to be submitted by the bidder(s)
XIII.	Pre Contract Integrity Pact
XIV.	Non-Disclosure Agreement
XV.	Eligibility Compliance
XVI.	Technical Specification
XVII.	Technical Bill of Material
XVIII.	Masked Commercial Bid
XIX.	Commercial Bid
XX.	Compliance Chart
XXI.	Soft Copy Confirmation
XXII.	Functional capability Evaluation Sheet
XXIII.	Self –certificate for local content
XXIV.	Restriction On Procurement Due To National Security
XXV.	Manufacturer Authorisation Form (MAF)

Bid Control Sheet

Tender Reference	**UCO/DIT/4400/2021-22 dated 09/03/2022**
Cost of Tender Document	**Rs.15,000/- (Rupees Fifteen Thousand only)**
Date of issue of RFP	**09/03/2022**
Earnest Money Deposit (EMD)	**Rs.10,00,000 Lakh/- (Rupees Ten Lakhs in the form of BG)**
Date of commencement of sale of tender document	**09/03/2022**
Last date for submitting queries for the Pre-bid Meeting	**19/03/2022 up to 05:00 PM**
Pre-Bid meeting /Venue	**21/03/2022 at 12.30 P.M. (Meeting will be conducted through Online)**
Last Date and Time for receipt of tender bids	**04/04/2022 at 4:00 PM**
Opening of Eligibility and Technical bids	**04/04/2022 at 4:30 PM**
Opening of Commercial Bid	**Will be informed subsequently to technically qualified bidders.**
Address of Communication	**Chief Manager, Head Office-2 Department of Information Technology 7th Floor,3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064**
Email address	**hodit.proc@ucobank.co.in**
Contact Telephone	**Tel :033-44559770 /9324**
Bids to be submitted	**Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5th Floor, 3 & 4, DD Block, Sector -1, Salt Lake, Kolkata-700 064.**

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

PART-I

1. Introduction

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, 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 3200+ Domestic Branches, two Overseas Branches one each at Singapore & Hong Kong Centres, 2200 + ATMs & Cash Recycler Machines, 1000 + Passbook Printing Kiosk spread all over the country. All the branches of the Bank are CBS enabled through Finacle 10. x as a Core Banking Solution. Bank is having latest State of Art E-Banking & m-Banking solution to facilitate our customers to fulfil their Banking needs 24X7.

2. Overview or Objectives

The Bank proposes to procure Enterprise wide license for implementing consolidated/centralized web-based CTS Solution, which will handle CTS clearing of all three CTS-Grid regions (Southern, Western and Northern) separately. The application will be implemented in web mode with role based access to users located at various Branches/RCCs/Offices and Bank's Clients. There should not be any restriction on number of user licenses for any office/subsidiaries of the Bank as well as its Corporate or Sub-Member Clients.

The CTS application is expected to support a broad range of clearing products taking into account present and future requirements. The objective is to identify and finalize the functional requirements for CTS by the Bank. The functionalities mentioned herein are indicative only and the solution offered should have all the latest features. The selected bidder needs to assess the existing CTS operations of the Bank and implement the solution at the Bank.

Against the above backdrop, UCO BANK invites Request for Proposal (RFP) from the prospective bidders having proven past experience and competence in the field of Implementation of Centralised "Multi-Grid" Cheque Truncation System (CTS) Solution for UCO Bank on CAPEX Model.

3. Eligibility Criteria

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

Sl. No.	Criteria	Proof of documents to be submitted
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on RFP issuance date. Bidder registered as MSME Entrepreneur & still categorized as MSME as on RFP submission date can also participate in bidding process. Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt of India. The bidder should not be a subsidiary of a foreign company.	1. Certificate of Incorporation issued by Registrar of Companies along with 2. Copies of Memorandum of Association 3. Copies of Articles of Association 4. Shareholding pattern 5. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid. 6. Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.
2	The bidder should have Net Profit for last 3 financial years i.e., FY-2018-19, 2019-20 & 2020-21	Copy of the audited balance sheet of the company showing Net Profit, turnover of the company for the consecutive last three financial years (2018-19, 2019-20 & 2020-21) should be submitted along with Chartered Accountant Certificate.
3	The bidder should have a minimum annual turnover of **Rs.30 Crore** per year in the last three financial years, i.e., FY-2018-19, 2019-20& 2020-21	
4	The bidder should be an Original Software Developer (OSD) of proposed solution in India.	Original Solution Developer (OSD) must be furnished in original duly signed & stamped (As per Annexure – III).
5	The bidder must have successfully implemented a multi-grid Cheque truncation solution on CAPEX model and it should be running satisfactorily for more than one year (as on date of submission of bid) in at least two Scheduled Commercial Banks having minimum 3000 branches for each Bank individually or in at least one	Self-Declaration giving information regarding (i) Name of Banks,(ii) Per day processing volumes in each of the banks,(iii) other applications with which interface has been done; along with Purchase Order / Agreement Copy to be submitted). Copy of letter from relevant Banks to be submitted. satisfactory letter from client should be submitted.

	Payment Bank having minimum 6000 branches spread over 3 grids.	
6	The proposed solution must have handled per day volume of minimum 75000 Cheques (combined volume of inward & outward) in a single organisation.	Relevant report confirming the same should be enclosed.
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 bid submission.	Annexure VI is to be submitted.
8	Bidder should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory, 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.
9	In case of bidder being existing solution provider for implementation of Cheque Truncation System in UCO Bank, they should submit the satisfactory certificate in this regard.	Bidder has to submit latest satisfactory certificate issued by UCO Bank, Head Office.

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

PART-II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS

1. Invitation for Bids

This Request for Proposal (RFP) is to invite proposals from eligible bidders desirous of taking up the project for Implementation of centralised "Multi Grid" Cheque Truncation System (CTS) Solution on CAPEX Model. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

2. Due Diligence

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

3. Tender Document and Fee

A complete set of tender document can be obtained from the below mentioned address during office hours on all working days on submission of a written application along with a non-refundable fee of **Rs. 15,000/- (Rupees Fifteen Thousand Only)** in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata.

The tender document may also downloaded from the Bank's official website www.ucobank.com. The bidder downloading the tender document from the website is required to submit a non-refundable fee of **Rs 15,000/- (Rupees Fifteen Thousand Only)** in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata, or NEFT at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

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

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

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

Bank details for Tender Fee	Address for Obtaining printed copy of RFP
Account Number-18700210000755 Account Name- M/s HO DIT Branch- DD Block, Salt Lake branch IFSC- UCBA0001870 MICR-700028138	UCO Bank, Head office Department of Information Technology 3&4 DD Block, 7th floor, Salt lake City, Sector-1, Kolkata – 700064 Ph- 033- 4455 9775/9770

4. Earnest Money Deposit

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

Particulars of Job to be undertaken	EMD
RFP for Implementation of centralised "Multi Grid" Cheque Truncation System(CTS) Solution on CAPEX Model	₹ 10,00,000 /- (Rupees Ten Lakhs Only)

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

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

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

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

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

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

v)   In case of the successful bidder, if the bidder fails:
- To sign the contract in the form and manner to the satisfaction of UCO BANK
- To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK either at the time of or before the execution of Service Level Agreement (SLA).

5. Rejection Of The Bid

The Bid is liable to be rejected if:

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

ii)   It is received through E-mail.

iii)   It is received after expiry of the due date and time stipulated for bid submission.

iv)   Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ deviation of terms & conditions or scope of work/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.

v)   Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.

vi)   Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

vii)   The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP).

viii)   Non-submission of Pre Contract Integrity Pact as per format given in **Annexure – XIV**.

6. Pre-Bid Meeting

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

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

7. Modification And Withdrawal Of Bids

a. Bids once submitted will be treated, as final and no modifications would be permitted. No correspondence in this regard will be entertained.

b. No bidder/sub-contractor shall be allowed to withdraw the bid after the deadline for submission of bids.

c. The bidder/sub-contractor will not be allowed to withdraw from or seek amendments to the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such bidder shall be deemed as foreclosed

8. <u>Information Provided</u>

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. <u>Clarification of Offer</u>

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. <u>Late Bids</u>

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

11. <u>Issue Of Corrigendum</u>

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. <u>For Respondent Only</u>

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

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

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

15. Costs Borne By Respondents

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

16. No Legal Relationship

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

17. Cancellation Of Tender Process

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

18. Corrupt And Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution.

AND

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive The Bank of the benefits of free and open competition.

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

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that

the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

19. Non-Transferrable Offer

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

20. Address Of Communication

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

21. Period Of Bid Validity

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

22. No Commitment To Accept Lowest Or Any Bid

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

23. 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 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/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. <u>Submission Of Offer – Three Bid System</u>

UCO Bank will follow three Bid System i.e. Separate Eligibility Bid – containing Eligibility Information, Tender Fee, Earnest Money Deposit in the form of Bank Guarantee OR certificate from Ministry of MSME (wherever required) and Pre Contract Integrity Pact (as per Annexure – XIV), Technical Bid – containing Technical Information(as per Annexure – XVII) and Commercial Bid – containing Price Information along with the soft copies (preferably in non-optical storage) duly sealed and super-scribed as — **RFP for Implementation of centralised "Multi Grid" Cheque Truncation System(CTS) Solution on CAPEX Model** (Eligibility Bid), — **RFP for Implementation of centralised "Multi Grid" Cheque Truncation System(CTS) Solution on CAPEX Model** (Technical Bid) and — — **RFP for Implementation of centralised "Multi Grid" Cheque Truncation System(CTS) Solution on CAPEX Model** (Commercial Bid) as per the format should be put in a single sealed outer cover duly sealed and super-scribed as — **RFP for Implementation of centralised "Multi Grid" Cheque Truncation System(CTS) Solution on CAPEX Model** as per the bid details given in the RFP.

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

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

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

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

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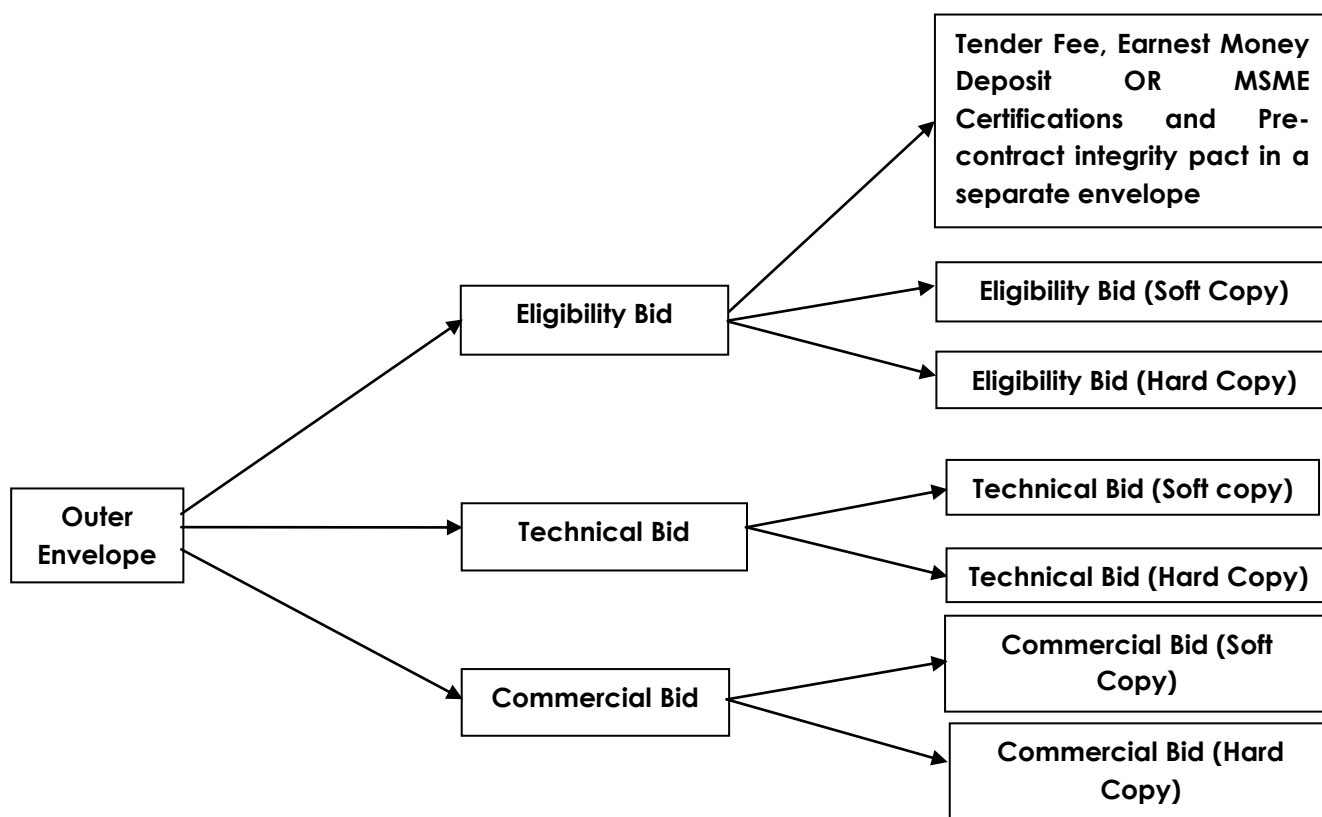
The Commercial Offer (Hard Copy) should contain all relevant price information as per Annexure – XX.

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

Note:

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

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

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

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

v.   If any inner cover / envelop of a bid is found to contain Eligibility/ Technical & Commercial Bids together then that bid will be rejected summarily.

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

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

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

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

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

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 – XIV** 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.

1. Shri Ranjan S Katoch
A-91, Alkapuri,
Bhopal, MP- 462022
email: rkatoch@nic.in

2. Shri Hare Krushna Dash
House.No.829,Sector 8
Gandhinagar- 382007, Gujarat
email: 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. Preference to Make in India

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

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

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

➢ Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

➢ If L1 bid is not a 'Class-I local supplier', 50% of the order quantity in total shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price for remaining quantity and so on , and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers then such balance quantity may also be ordered on the L1 bidder.

In procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the 'Class-1 local supplier' shall get Purchase Preference over 'Class-II Local Supplier' as well as 'Non Local Supplier' as per following procedure:

➢ Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class – I Local Supplier ', the contract will be awarded to L1.

➢ If L1 is not 'Class –I Local Supplier, the lowest bidder among the 'Class-I Local Supplier ', will be invited to match the L1 price subject to Class –I local

suppliers quoted price falling with in the margin of purchase preference and the contract shall be awarded to such 'Class -1Local Supplier' subject to matching the L1 price.

➢ In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier ' with the next higher bid within the margin of Purchase Preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case of none of the 'Class-1 Local Supplier' within the margin of Purchase Preference matches the L1 price, the contract may be awarded to the L1 bidder.

➢ "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

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

➢ "Local content" means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

➢ **"Class-I Local supplier"** means a supplier or service provider whose product or service offered for procurement has local content equal to or more than 50%.

➢ **"Class-II local supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.

➢ **"Non-Local Supplier"** means a supplier or service provider , whose goods , services or works offered for procurement , has local content less than or equal to 20%.

➢ "**Margin of purchase preference**" means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

33.2 VERIFICATION OF LOCAL CONTENT:

a. The 'Class-1 local supplier'/'Class-II Local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self –certification that the item offered meets the local content requirement for 'Class –I Local Supplier'/'Class –II Local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In case of procurement for a value in excess of Rs 10 Crores , the 'Class-I Local Supplier/ 'Class-II Local Supplier ' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies)or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

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

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

34. Restrictions on Procurement due to National Security

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

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

i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

a. An entity incorporated, established or registered in such a country; or

b. A subsidiary of an entity incorporated, established or registered in such a country; or

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c. An entity substantially controlled through entities incorporated, established or registered in such a country; or

d. An entity whose beneficial owner is situated in such a country; or

e. An Indian (or other) agent of such an entity; or.

f. A natural person who is a citizen of such a country; or

g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

iv. The beneficial owner for the purpose of (iii) above will be as under:

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

Explanation:

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

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

1. In case of a partnership firm, the beneficial owner is the natural person(s) · who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

3. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

4. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

35. <u>Other Terms And Conditions</u>

<u>Cost of preparation and submission of bid document</u>:

a. **<u>Cost of preparation and submission of bid document</u>**: 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. **<u>Response of the Bid:</u>** 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

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. EVALUATION METHODOLOGY

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

1.1. 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.

1.2. TECHNICAL AND FUNCTIONAL EVALUATION

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

SI. No.	Evaluation Parameter	Maximum Score	Minimum Qualifying Score
1.	Eligibility Competence	30	21
2.	Functional Capability	20	14
3	Technical Capability	20	14
4.	Technical / Functional Presentation	20	14
5	Site Visit	10	7
6	**Overall Technical Evaluation**	**100**	**70**

1. Bidders securing overall score of 70 (70%) and above will be considered as technically qualified bidders.
2. Bank, at its sole discretion, may relax the cut-off score to a lower value, which, in any case, the overall score will not be less than 60%, subject to have qualifying score for each of the five parameters
3. The Technical/ functional evaluation will be done on the basis of comply chart provided by bidder as per ANNEXURE XVII and the overall Score of the bidders as mentioned above.

Functional & Technical Requirements:

Instructions of Filling up

1. "Sl. No." - Serial Number of the Requirement provided by the bank. Bidder must not change any information in this column

2. **"Particulars"** - The detailed requirement. Bidder must not change any information in this column

3. **"BC"** - Bidder's Compliance – Bidder would be required to provide an appropriate score to each requirement requested for as per the following Table

BC	Description
S	Standard feature. Required feature readily available and to be provided by the bidder.
C	Customization required. Bidder will provide the customization with the stipulated timeline as informed by the Bank
N	Not Available

Marks for specifications for will be allotted against the responses to each of the point mentioned as per the following marking pattern:

Scale	Description
2	S- Standard feature
1	C - Customization required
0	N- Not Available

Sheets will be scored on S/C/N scoring pattern, as per the above table.

Each line item in the functional specifications & Technical specifications mentioned carries 2 marks.

The total score obtained in technical (Max Score-212) and functional capabilities (Max Score-220) for total score of 436 would be converted to 40 (20 each for technical & functional capabilities).

Evaluation of Eligibility Competence:

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

Sl. No	Evaluation Parameters	Max Marks	Scoring Methodology
1.	Solution must have been implemented in at least two Scheduled Commercial Banks / Payment Bank in India	10	04 marks for one Scheduled Commercial Banks / Payment Bank in India 3 marks for every Additional Scheduled Commercial Banks / Payment Bank in India
2.	The bidder should have handled 3000 or more branches.	10	04 marks for 3000 branches 03 marks for every additional 3000 branches.
3.	The proposed solution must have handled per day volume of minimum 75000 cheques (combined volume of inward & outward)	10	04 marks for 75000 cheques 01 marks for every additional volume of 5000 cheques
4.	Total marks	30	

Technical and Functional Presentation

The bidder who qualifies in the eligibility criteria evaluation would be called for a presentation of their solution in presence of Bank's evaluation committee on a specific date fixed by the bank in consultation with the bidder. The bidder at his own cost will arrange for the presentation / Demo of their solution within the prescribed time given by the Bank. The committee will evaluate the solution proposed by the bidder and award marks. Maximum mark for the presentation would be 20 and the bidder should score minimum 14 out of 20 to qualify.

Functional & Technical Capability: Please refer Annexure- XVII of RFP Document

Site Visit

The Bank's team will visit the location where the proposed solution is implemented. The Bidder is also expected to arrange for a meeting with other Bank officials (either Chief Manager or higher rank officials who is heading / incharge of the project) where their proposed solution is working at present. The date and time of

such meeting / site visit would be arranged by the bidder at mutually agreed date. The bidder is expected to arrange meeting and site visit only. Expenses incurred towards the site visit by the Bank officials will be borne by the Bank.

1.3. 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 70% weightage and Commercial evaluation will have 30% 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 70:30 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:

    $S = (T/T\ High \times 70) + (C\ Low/C \times 30)$
    where:
    S = Score of the Bidder
    T = Technical score of the Bidder
    T High = Total Marks
    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 shortlisted in terms of this RFP

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

Technical score will be arrived by marks obtained by individual bidder out of total marks. Marks for bidders will be calculated using the formula:

Technical Score = Marks obtained /Total marks * 100

Similarly, Commercial Score of all technically cleared bidders will be arrived at taking the cost quoted by LI 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 LI 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 70% for the Technical Proposal and 30% for the Commercial Proposal. The combined score is arrived at by adding Technical Score and Commercial Score.

Sr. No	Bidder	Marks Obtained	%age marks= Marks obtained/Max Marks	Nominal Bid price in INR (C)	Technical Score	Commercial Score	Combined Score (out of 100)	Remarks
1	A	95	95	71	95/95*70=70.00	60/71*30=16.90	80.00+16.90=96.90	H1
2	C	90	90	60	90/95*70=75.79	60/60*30=20.00	75.79+20.00=95.79	H2
3	B	85	85	65	85/95*70=62.63	60/65*30=18.46	71.58+18.46=90.04	H3

Maximum Marks for technical evaluation is assumed as 100.

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

1.4. NORMALIZATION OF BIDS

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

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

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

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

PART-IV

1. Scope of Work

1.1 The bidder need to supply, install, commission and maintain End to End Centralized Cheque Truncation System including all necessary hardware/softwares/manpower support etc. The Hardware & Software for implementation of Centralised CTS Solution needs to be installed at Bank's Bangalore & Kolkata location separately on high availability mode. The bidder will also provide UAT setup at Kolkata.

1.2 Bidder shall provide Enterprise wide perpetual license for Centralized Multi Grid web-based CTS Solution and proposed solution should be uniform & integrated throughout the Bank. The proposed solution must handle CTS clearing load of all three CTS- Grid regions (Southern, Western and Northern) on CAPEX model. The solution should be implemented in web mode with role based access to users located at various Branches/ Hubs /Offices and also Bank's Clients . There should not be any restriction on number of user licenses for any office/its sub member Bank as well as its Clients. Bank may include any sub-member banks in future and the same should be implemented as per the existing terms of contract with the prospective vendor.

1.3 As present, as per CTS guidelines there are 3 grids taking care of entire country. In future if any new grid is created/ existing structure is chaged in CTS System, bidder has to implement the solution for the same, without any extra cost to the Bank.

1.4 Proposed solution should have cloud compatibility for future requirement of the Bank.

1.5 As on date there are 3045 branches of Bank scattered geographically in different parts of the country which may increase in future. The CTS Solution shall be implemented in all the branches of the Bank.

Srl No	CTS Grid	No. of Branches	No. of Zonal Offices
1	Western	511	8
2	Northern	1400	18
3	Southern	1134	16
TOTAL		3045	42

The successful bidder needs to implement CTS across all branches including the branches opened during the contract period.

1.6 The bidder has to supply and install the CTS Capture solution at all the branches/scanning centres of the Bank.

1.7 The CTS Solution will be accessed and operated from Bank's offices /CTS Centres/ Branches / Off-site Locations. There should be stringent adherence to authenticate the source of inputs.

1.8 CTS solution shall support scanner feature of cheque images in grey, embedded, black & white and UV. The bidder has to make sure that the proposed CTS application should be compatible with all scanners being used in the Bank at present as well as latest available cheque scanning devices including hand held devices (Mobile/Tablet etc.)

CTS scanner available with Bank as below-

Scanner detail	
SI No.	Make/Model
1	ARCA LS150
2	TS 240
3	CANON CR120
4	PANINI X100
5	Smart Source

Bidder has to arrange necessary SDK, driver etc. required for integration of above as well as other models taken by Bank in future; without any extra cost to the Bank.

1.9 In addition to the above, the selected bidder should monitor the entire CTS solution, timely submission of CTS clearing, configuration changes, version upgradations, performance monitoring, troubleshooting, bug fixing, backup, restoration of data from back-up media as and when required, DC-DR sync, patch installation and liaison with Bank officials for various support issues etc., assisting bank officials in switching to DR site in case of system failure and conducting DR drills in coordination with all stakeholders for scheduled DR drill without any additional cost to the Bank.

1.10 The Bidder should provide the Before & After Data Entry extracts of the inward clearing data as per Bank's requirement. Data entry accuracy rate should be more than 98 %.

1.11 Bidder has to provide inbuilt splitter utility so as to split the Grid wise inward extracts received from NPCI in the volume/manner required by Bank. The file to be splitted in up loadable CBS format as per specification of Bank

1.12 Bidder should have the facility to provide partial/Bulk returns as per requirement of Bank.

1.13 The successful bidder needs to provide the Outward Clearing Presentment, Returns settlement data from NPCI reports in the CTS as per Banks CBS Up loadable format. The File format to be shared by Bank in the time of implementation.

1.14 Bidder should ensure proper patches are applied in all existing and proposed CTS setup systems used for data enrichment and systems are complied with the IT security & IS audit standards issued by Government/ IBA/Bank/RBI and other regulatory bodies directly or through NPCI. VAPT, IS audit, RBI audits and other audits of regulatory Bodies are conducted in Banks DC and DR Site regularly. Observations and gaps should be timely complied at no additional cost to the Bank during the contract period.

1.15 Bidder will be responsible for supply, installation and implementation of necessary tools & support services for migration of the data (including migration of old data for the last ten years) from the existing CTS systems of the Bank as well as future CTS systems and also for first time Master creation for the respective requirements of the bank/branches/hubs/CH.

1.16 It is the responsibility of the selected bidder to coordinate with the existing vendor for the data migration activity.

1.17 Bidder should supply a solution for integration of CTS application with Clearing House Interfaces, DEM, CBS application, external applications interfaces and also carry out time to time modifications for implementing Government/IBA/RBI/other regulatory body guideline directly or through NPCI during the contract period. Bank Specific requirement will be mutually discussed and added till SRS finalization at no additional cost.

1.18 Proposed CTS software should support integration with various systems through straight through processing (STP) and upload functionality and the process as desired by RBI/ any other Regulatory authority directly or through NPCI.

1.19 Bidder has to ensure that proposed CTS Application is capable of Image capturing in hybrid environment i.e. distributed as well as in central processing environment (at various Cheque collection points or branches / Central processing /service branches level), Workflow based Cheque clearing transaction data processing involving data entry (i.e. Authorization levels involving Maker Checker concept), Cheque clearing transactional data transfers and receipts, Integration with Bank's Core Banking solution, Integrating with RBI / NPCI's CHI/DEM system, Automated Cheque returns processing, Implementation of Signature verification system and archival system, Images and transaction data Storage and Retrieval solution, Integration with CBS for automated upload clearing data / Clearing Files, Incremental Signature and Account Master retrieval as per Bank requirement.

1.20 Bidder is responsible for migration of all the Live Hubs/CTS Centers as well as new proposed centers to the centralized Multi-Grid Solution and for providing necessary support to the migrated Hubs.

1.21 Bidder shall provide and maintain grid wise automated archival for migrated CTS data of All three Grids (viz. Northern, Southern and Western Grids) & retrieval system.

1.22 It is the responsibility of selected bidder to provide grid wise (Northern, Western and Southern) Daily/Monthly/Yearly Cheque clearing reports, Exceptional reports, Detailed/Summary level reports, Audit Trail reports etc. Apart from above, bidder has to provide the customized reports as and when demanded by the Bank in any format without any additional charges to Bank. The vendor is also required to provide the reports to Bank's client.

1.23 Bidder has to ensure that the proposed solution is capable of capturing & verifying the information based on the security features defined in CTS 2010 standard and give alert on suspicious cheque with detailed report. The report should clearly mention of noncompliance standards and reason such as UV image , Bank logo , alteration / correction of text / date / signature etc. Bank may conduct POC (Proof of Concept) for the same. Systems should conform to the requirements of CTS 2010 standards and the IT Act 2008 and the Negotiable Instruments (Amendments & Miscellaneous Provisions) Act 2002 and Payment & Settlement Act. 2007 and its subsequent amendments, for recognition of images as valid instruments for payment by the Drawee Banks and all other applicable guidelines issued by RBI from time to time. These features should be made available for all batches of cheque uploaded by each centre / branch for all grids. Such alert and report be provided for each branch / center / grid for their immediate action. The instrument so identified as non-complaint of CTS 2010 standards shall not be forwarded / submitted for clearing payment to RBI / NPCI.

1.24 The Proposed Solution should be capable of identifying and capturing the information i.e. UV Check and Torn & Pasted (made up) cheque.

1.25 The Solution should also have the provision to update the details of cheque and upload the scanned copy of the cheque manually. The Solution should be able to create and maintain a centralized gridwise database with names & credentials of known fraudsters and should be able to throw alerts at the time of cheque processing to respective users who is uploading cheque.

1.26 In case, the Solution receives the high value cheque above the threshold, the solution should raise an alert to the customer. The Solution should throw an alert/pre-authorization/confirmation to/of the customer through Omnichannel banking / API based or intimation at the branches when issuing a high value cheque.

1.27 The Solution should also keep a track on the number of cheque processed by the officials, bank should reserve the right to modify the threshold of number of cheque that can be processed by the officials per day.

1.28 The solution should be capable of storing an inbuilt Digital Signature in the system for digitally signing the processed items centrally before pushing to DEM.

1.29 The System should be able to detect and capture the details whether the cheque is genuine/ cancelled cheque. The Solutions should be able to capture the cheque details (like Date, Name/Bearer, Amount, Cheque Number, MICR Code etc.) as per the bank's requirement.

1.30 The system should have the capability to generate any other report other than the standard clearing related reports required for day to day working. Minimum clearing reports that system should be capable to generate based on filtration criteria like Grid wise / Region wise / Centre wise / branch wise / zone wise / date wise / instrument and amount wise / customer wise / session number wise etc.

1.31 The security, quality and integrity of data is to be ensured by the bidder and any breach or compromise in quality or integrity will be sole responsibility of the bidder. The bidder has to ensure that only the permitted portion of the Cheque image should be visible to the agent engaged for the data enrichment activity. The cheque image fields, not relevant for the Data enrichment activity, should not be visible under any circumstances. in addition to the security features deployed in the technology, Bidder's operational procedures should ensure protection of the Bank from business risks/ reputational risk arising out of negligence and mismanagement by the bidder including system malfunction), and fraud risk (loss to earnings or capital due to intentional deception by employees, customers, agents, external entities etc.). Proposed solution should enable the functionality for showing panel window in CBS to view cheque image (in .tiff format or any other format specified by the Bank in future) along with CBS account detail & its signature image available in Finacle.

1.32 Bidder is required to comply with the functional and technical specifications as mentioned in Functional Specification & Technical Specification (Annexure)

1.33 The solution of the selected Bidder to be capable enough on integrating with Bank's CBS interface Finacle 10 version or higher version, without any additional cost during the contract period (Warranty/AMC).

1.34 Proposed solution should be implemented on Data Exchange module (DEM) for all the three respective Grids.

1.35 Bank at its sole discretion reserve the right to shift the equipment at DC/DR to suitable location depending upon the need and the vendor will arrange to shift the equipment installed and commission the same at the shifted locations. The transportation cost shall be borne by the bank. Obtaining of road permits, form 32 and other security forms etc. will be the sole responsibility of the vendor. The vendor to arrange onsite support in case of shifting of equipment.

1.36 The system broadly covers the following.

a. The Cheque(s) Truncation solution should be implemented at Bank end and should be accessed and operated from Bank's offices /processing units/ branches / off-site locations / Client Locations. Clients can be added to use CTS system at any grid. The system should be made available to Bank's client with all at par facilities at no additional cost to the Bank during term of agreement or extended period, if any. The solution offered shall be of enterprise perpetual license with no restriction related to number of offices, users, concurrency, primary, secondary, UAT , DC & DR etc., i.e., Bank will not pay any additional licenses cost in what so ever terminologies used.

b. Selected bidder should provide required software and licenses on perpetual basis only.

c. Bidder to ensure that IP (Intellectual Property) resulting from the customization, specific to the Bank will be Bank's property

d. The bidder should provide Integration of proposed CTS application with Bank's Core Banking solution (Existing & Future), RBI/ NPCI's CHI/DEM system, CTS Scanners provided by Bank's different vendors, CTS-CPPS (Centralized Positive Pay System of NPCI), Image capturing in hybrid environment i.e. distributed as well as in central processing environment (at various Cheque collection points or branches /Central processing /service branches level / off-site locations / Client Locations), Automated Cheque returns processing, Workflow based Cheque clearing transaction data processing involving data entry (i.e. Authorization levels involving Maker Checker concept), Cheque clearing transactional data transfers and receipts, external application interfaces and archival system, storage and retrieval solution (Images and Transaction data), Integration with cheque Deposit kiosks, handheld devices, scanners and various CTS/ UV enables cheque scanners / Optical code Reader (OCR) device available within the Bank or procured during the entire tenure of the contract. System should have the feature to use Centralized Positive Pay System (CPPS) and integrated with OMNI channel (API based mobile banking, internet banking, etc.). Bidder should also extend necessary .compatibility and integration support in the CTS solution for any version up gradation of the above solutions at no additional cost to bank. The solution should have robust CPPS interface wherein the bidder should be able to collect the data from Bank for onward presentment to NPCI as per defined specification.

e. Solution involves Image capturing in hybrid environment i.e. distributed as well as in central processing environment (at various Cheque collection points or branches /Central processing /service branches level / off-site locations / Client Locations), Workflow based Cheque clearing transaction data processing involving data entry (i.e. Authorization levels involving Maker Checker concept), Cheque clearing transactional data transfers and receipts,

Integration with Bank's Core Banking solution, Integrating with RBI / NPCI 's DEM system, Automated Cheque returns processing, Implementation of Signature verification System and Archival System, Images and transaction data Storage and Retrieval solution, Integration with CBS for Clearing Files, Incremental Signature and Account Master retrieval, On-line fetching of signatures and Account master from CBS, Integration with various Remote Deposit Kiosks, cheque Deposit machines ,handhold devices and various CTS/UV enabled Cheque Scanners available within the Bank or procured during the currency of the contract.

f. Solution include Online & Offline provision for Bank's clients who will process the CTS Clearing at their Service Centers/Branches, by accessing to CTS System, preparing & processing CTS Clearing files from their end, accessing CTS Reports, generating data/image files for uploading into their respective Core Banking System and transfer/receive the CTS Processing files through Secured Data Transfer Mechanism provided by Bank. The selected bidder should migrate the existing set up to new CTS setup.

1.37 MIS Reports Generation: Daily/Monthly/Yearly Cheque clearing reports, Exception reports, Detailed/Summary level reports, Audit Trail reports etc.

1.38 Solution should have capability of handling Virtual Account Numbers and transactions linked to Virtual Accounts, Credit Card and Debit Cards as per Bank's requirements. Solution should also have provision of Integration, in case existing CBS (Finacle) is migrated to higher version or new CBS is introduced by the Bank, without any additional cost during the contract period (Warranty/AMC).

1.39 The current customization requirement shall be studied by successful bidder and provide interface to CBS without any major change requirements at CBS end.

1.40 Solution should have provision for digital signing in hybrid environment i.e. distributed as well as in central processing environment (i.e. at various Cheque collection points or branches /Central processing /service branches level / offsite locations / Client Locations), and only with proper validation/authentication, the processing should be carried out. The solution should be compatible with all model of digital signing E-token.

1.41 Required technical details/brochure/s of CTS solution offered by the Bidder duly supported by schematic diagrams and technical specifications of each component offered shall be furnished along with the reasons justifying the requirement/s for each such items/components, accessories and software products as part of the Technical Bid. Bidders should provide all the information necessary as per the RFP, failing which their proposals are liable to be rejected.

1.42 The Bidder must provide undertaking to make all software changes/ to provide software patches, as well as any other requirements specified by the Government/ IBA/ RBI other regulatory bodies directly or through NPCI from time to time, without any additional cost to the Bank within the term of Agreement and extended terms if any.

1.43 The Bidder shall commit in writing that the licenses for CTS will be provided at Enterprise level based only for unrestricted use across organization and its Clients irrespective of locations or number of users for the entire / contract period. In no way licenses should be a hindrance in daily working of the Bank. No freeware/ open source software should be used. Existing System and future should be compatible with supported version. The proposal should cover customization/implementation/integration. No extra charges shall be borne by Bank.

1.44 The Bidder shall commit in writing that CTS/software modules / licensing will be compliant for the integration requirements across various touch points including Kiosks, ATMs, RDCs (remote deposit capture) and Branches/offices/processing units of Bank and its Clients. The bidder, without any additional cost shall do integration required, in such cases, to the Bank.

1.45 The date of completion of the Project including operationalization i.e. performing live operations shall not be later than 120 days from the date of award of the Purchase Order. The Bidder shall categorically undertake to meet this timeline. Time being the essence of the contract; the Bidder is not likely to be considered if there is no such undertaking.

1.46 The Database for the proposed solution should be latest version of the Oracle as Bank is having unlimited license Agreement with Oracle and Bank will provide Oracle license to the vendor.

1.47 The connectivity of CTS solution should be through MPLS / internet and bidder is required to specify the required bandwidth to the Bank for each user.

1.48 The bidder should provide Data Enrichment Services UV/ OCR etc. for CTS Operations of the Bank. The software components, to be used, for data enrichment and onward submission to NPCI will be provided by the bidder within the quoted cost.

1.49 The software components to be used for data enrichment, Inward and onward submission to NPCI to be provided by the bidder at its own cost. The software should have multi grid facility.

1.50 Selected bidder has to provide services for data enrichment for inward clearing 3 Grid locations (Mumbai, Delhi and Chennai). The bidder should have business continuation plan in force. Inward file processing and data enrichment to be completed on daily basis by 5:00 AM. The bidder is responsible for downloading

the extracts form NPCI through DEM and onward sharing to the bidder's data entry team through secure file transfer mode for sharing the Before & after Data Entry extracts along with images to the services branches. The bidder should ensure that before data entry extracts (of Day T) along with images to be shared in the night itself preferably before 9:00 PM (on T-1) on all CTS working days and After Data Entry/data enrichment extracts to be shared before 5:00 AM in the next morning (of Day T). Failing completion of the process within the timelines will attract penalties.

1.51 Bidder has to sign ESCROW arrangement with the Bank/ ESCROW Agent for the safe depositing of the complete source code being supplied along with customisations carried out in the software as per Bank's requirements. Also, to maintain the currency of the version by regularly updating the same with the related upgrades/fixes/patches. A copy of all subsequent updates to the source code shall also be placed in the said ESCROW account after the release/Go Live. The vendor needs to enter into a tripartite agreement with Bank for signing the escrow arrangement without any extra cost to Bank.

1.52 The proposed solution should have Single Sign On login facility for different portals required to the users.

2. Volume Handling

The solution offered must be for software incorporating different technology options available. Besides the main application, the systems must be capable of supporting other capabilities and provide scalability to absorb future expansion of processing capabilities, at least to the extent of three times the present volume. The vendors need to clearly provide the specifications for minimum hardware required to process the volumes given in this document.

However, the present average volume of number of instruments per day (both Inward and Outward) for the bank as a whole is as under:

Grid	Average Inward Volume	Average Outward Volume
Northern	25000 per day	20000 per day
Western	15000 per day	10000 per day
Southern	20000 per day	15000 per day

Peak volume for inward and outward clearing of All three Grids (Multi grid) is 30000 per hour.

3. Imaging

The images captured by the system should be clear and free of any distortions. The images& data captured by system should be available online for a period decided by Bank. Thereafter there should be provision to transfer the same to a backup media. The software/hardware should have the capability to locate and make available any images with associated data in print/display form either from the online data or from backup media by specifying any one or more combination of input parameters. It should be possible to do OLRR, balancing etc. with the help of images without the need to physically look at the corresponding instruments i.e. the images should be available on the same screen while doing reject repair. It should have the usual features of Zoom; reverse video, rotation etc. during reject repair as well in the archival. The solution offered should be fully image capable. The front images and back images should be captured at the time of Prime Pass/Scan. It should be possible to do reject repair & Balancing with the help of these images and without the need to physically handle the rejected instruments with the help of archived images/ data on any past date. Solution must ensure scanning of CTS compliant.

Following images should be captured at the time of prime pass/scan

Image Type	Minimum DPI	Format/Standard	Compression
Front Gray scale	100 DPI	JPEG	JPEG
Front Black & White	100 DPI	TIFF 6.0	CCITTG4
Reverse Black & White	100 DPI	TIFF 6.0	CCITTG4
Ultra Violet(UV)	100 DPI	JPEG	JPEG

4. Hardware/ Database and recommendations for sizing considerations:

- The Bidder has to provide the required sizing for server, storage, system software and other devices required for implementation of CTS as per the volume provided in the document.

- The main server and the central database will be located at the System hub (central site). To maintain minimum turnaround times (during times of network failure or in case of central server going down) for critical branches, it is necessary that the data pertaining to individual branches or processing centers is immediately available at the branch or the processing center database.

- The main central server will have a fall back / backup / disaster recovery server, located at a different site other than the Central hub.

- Capability for handling parallel processing of the All three Grids (Multi grid) Clearing volume and adhere to the presentation timings as stipulated by RBI / NPCI.

- The proposed solution must have CCH/ Data Exchange Module (DEM) architecture in active-active mode at DC & DR Locations. The proposed solution should comply with NPCI Circular NPCI/2019-20/CTS/038 dated 23.01.2020 or any latest NPCI circular w.r.t Active-Active Set up (DEM). In future, if NPCI/ RBI issues any new directives in this regard, Bidder has to comply the same with no additional cost to the Bank.

- The proposed solution should comply with latest NPCI or any other regulatory authority directions w.r.t servers and Data Exchange Module(DEM)

- Capacity to complete the data processing cycle within the specified time frame for the transaction volume mentioned in the Table – (Volume handling Para). The bidder shall implement required load balancer required to manage the peak time volume/ sessions.

- The bidder has to ensure that System utilization shall not cross 70% or any other threshold defined by the Bank, to ensure smooth functioning.

- Expandability of the major components of the system such as processor, main memory, auxiliary storage, reader sorter machines, terminals, work stations, printers etc. to take care of future needs.

- All production & DR Side Servers (except UAT) should be deployed in high availability mode. System should ensure Reliability, fault tolerance, redundancy and proper audit trail.

- Storage shall be minimum 50 TB usable SSD with RAID 6 configuration having upgradable capability up to 100 TB usable space. Separate storage for archival is required only at Bangalore site.

- LAN/WAN connectivity and support for standard communication protocols/channels like X.25, TCP/IP over X.25, SLIP, PPP, VSAT, ISDN and Leased Lines.

- Must have capability to interface & cluster with heterogeneous platforms.
-
- Ability to communicate through the proposed RBI / NPCI / VSAT network for the Banking & Financial Sector or any other communication channel provided by RBI/ NPCI.

- Backup devices like DAT, CTD, SDLT or any other backup system, etc.

5. Software

- The CTS/ system will be used for on-line (web-based) access in a Hybrid model (distributed or/and Centralized) for Bank and its clients.

- The operating system should have features like multi-tasking, multi–user support, timesharing, dynamic memory management, I/O spooling, multi-level security, system logging, error analysis and recovery. Other features like hardware diagnostic tools, system performance management and tuning, accounting routines and system monitoring software must be available.

- It should support ORACLE database with latest versions.

- The CTS/ System shall have a front-end interface, which will be used, as a single interface for communicating with the Clearing House and the various branches. This interface shall be available for deployment in a Local Area Network (LAN) or a Wide Area Network (WAN) based network wherein the clients can communicate for transfer of single and / or multiple and/or groups and / or file(s) of images and MICR data to the server.

- The CTS shall have a reporting tool and shall allow users to generate reports like outward detail reports for images and instruments presented, outward batch reports for images and instruments, outward return batch and detail reports for images and instruments.

- It may be noted that Images and / or MICR data is required to be stored online on CTS System. The scanned/captured Images and / or MICR data are required to be deleted immediately after successful transmission to the CTS System. In case of failure/error during images/data transmission during online transmission, retransmitting provision should be available in CTS System.

- CTS System will be connected to centralized storage and all images after capturing at the Branches /Service Branches/CCUs / RPUs / Client Locations should be stored and also should have capability to extract these from a central storage point.

- The CTS shall have the facilities to view the front and reverse of images of individual instruments for passing of Instrument along with the MICR information using any standard browser interface. Various features for manipulation of images like reverse video, zoom, black and white views etc. shall be provided in the CTS.

- The CHI/DEM/CCH system shall integrate the return processing process with the browser application at the user terminal and the return process shall be automated after the user has taken the decision not to honour the Instrument.

- The CTS shall provide for ensuring that the images are of the quality that facilitates payment processing at the drawee bank / branch. The facilities to identify any image which may not have been fully captured or fully transmitted or having any potential weak spots shall be an integral part of CTS/ the system.

- The CTS shall provide and support for extracting various parts of the image like CAR, LAR, Date, Payee Name, bank Name, Signature to facilitate Application Programming Interface to third party Software to do ICR, OCR and signature verification.

- The Signature Verification application shall provide facilities to authorized user/authorizer to visually verify the signatures from the images of the Instrument to the signature database stored in the data server. It shall also provide facilities for other authentication steps to be performed along with signature rule matrix, Legal amount and courtesy amount matches, post-dated Instrument before the item is accepted for payment or returned.

- Each image and the corresponding MICR Line data shall be digitally signed using a digital signature (with instrument and file level options for encryptions and digital signature) which is valid under the Information Technology Act, 2000 and which conforms to the requirements of the respective Certification Authority (CA). Currently, the Institute for Development and Research in Banking Technology (IDRBT), Hyderabad performs the CA functions for the banking and financial sector.

- The Clearing House System shall allow for the receipt of digitally signed individual Images and MICR Data (transactions) and files at the Clearing House under PKI. Responses by Bidders shall state the processes in which the digitally signed images and data files are received at the Clearing House. It shall also detail the process of transmission of the images and / or MICR data on magnetic media and / or electronically through network based transmission. Bank shall be in a position to enquire on the information that they have submitted to the Clearing House and know the status of the images / MICR data submitted by them to the Clearing House for clearing

- It shall be possible to receive the images and the MICR Data either over a network (including the INFINET and / or a public network and / or a Virtual Private Network) and / or with the help of media exchange and / or both and / or a combination of any of these depending upon the various factors affecting such a decision.

- The information transmission would be in a secure manner between the Clearing House and service branches of banks via the INFINET or any other communication set-up as provided by Bank.

- The CTS/ system shall use the particulars available on the MICR Read Band, the CTS/ system shall identify the maximum length of each of the fields that is supported. In addition, the data that is forwarded to the Clearing House shall have the nine-digit presenting bank sort code and the unique identifier/s for the images and the individual instrument. The Date of Clearing shall also be

included in the file sent to the Clearing House. For Return Clearing, the date of Main Clearing as well as the Return Clearing shall be necessary.

- It shall be noted that the system shall conform to the existing MICR code line structure and no 'Requests for Change' for this would be considered except for the Control Documents or the alternatives suggested for them in the MICR processing (Block Tickets and Batch Tickets) that are currently in vogue.

- Detailed explanatory notes on the treatment of multiple Clearings on the same day with specific reference to identification, processing and handling of these shall be clearly explained in the responses and provided for in the CTS/ system to be supplied by the Bidders.

- The system shall have the facilities to sort the MICR Data on various parameters or a combination of parameters. As an illustration, the CTS/ shall explain whether it allows for sorting of the MICR Data of all the instruments above a threshold amount and / or sorting of MICR Data of instruments of a particular presenting bank branch / drawee bank branch on a given clearing cycle, date and between specified amount ranges. The CTS/ system shall also have the capability to either generate the settlement and drawee /presenting bank wise data – either in data format and / or in the form of report based information.

- The Cheque Processing software must provide adequate security to the entire CTS/ system. It should be possible to disable all users (except System Administrator) at Close of day and enable/disable user through any time during the day. All changes in transactions/masters/users must be logged and Audit trail available for all such changes clearly giving the position prior to change and after change.

- The CTS/ system shall provide reconciliation and reporting tools with various combinations such as for images alone, MICR Data alone, images and / or MICR Data in a juxtaposed form etc. The CTS/ system shall provide for the parameters and / or combination of parameters to be supported by the reconciliation and research tools. It shall be possible to dynamically generate queries and use report writing tools to generate reports dynamically as part of the CTS/ system. In addition, the CTS/ system shall provide online reconciliation and research tools between the truncation points and accounting points.

- The system shall additionally confirm to the Public Key Infrastructure (PKI) Requirements as prescribed by Institute of Development and Research in Banking Technology (IDRBT) prescribed the latest version of the Certification Practice Statement (CPS).

- The CTS/ system shall provide for encryption both for data transfer and provide options for encryption based data storage (or any other manner to ensure that data stored cannot be subject to alteration at a later point of time and legally recognized as per the laws of the country).

- The system shall explain the salient application level security features used while storage of images and data and during transmission.

- The facility to process returns (i.e. unpaid / dishonoured Instrument(s)) shall also be provided for. The features to match the original presentation against the return shall also be part of the system and all the processes shall be clearly explained.

- The system shall also provide for the processing of unpaid Instrument(s), the matching system for locating the returned images / data and the associated handling routines and provide the same.

- The system shall provide the facilities for dispatching bank wise image and MICR Data files to the Drawee Bank branch and the settlement data to the Settlement bank / agency, as separate files and / or in consolidated files with distinct identification facilities and / or as a combination of both.

- The processes used for dispatch of Image Data and MICR data to the Drawee bank branches shall be explained clearly in the responses.

- The System shall provide the tools to track whether the single and / or multiple and / or groups and / or file(s) of (entire) Images and MICR Data which have been dispatched have been received by the Drawee banks' Clearing House Interface to be implemented as part of the entire system.

- The system shall provide facilities of storing online, MICR Data for a period ranging from the time of processing to a back date of 3 months to 6 months and the Image Data for 3 months at least. Details in this regard are provided elsewhere in this document. The detailed mode of storage and retrieval of the near online mode of data/ image storage shall also be indicated in the responses of Bidders.

- The system shall provide facilities for single and / or multiple and / or group(s) and or file(s) of Presenting Bank Branch(es) and / or Drawee Bank / branches(s) of Image(s) and MICR Data spanning across online / near online and archives to be retrieved together in an efficient and least time consuming manner with a high degree of accuracy.

- The Image archive Warehouse shall have the facility to store Instrument images detail for 10 years and / or any other period as may be required under the law.

- Provision to download the queried items to CD/alternative media from Bank's Image archival Sub-System for research on all payment transactions presented to or from them for the retention period of the archive.

- The selected bidder should procure Hardware & Software in the name of the Bank. Payment of the same shall be released only after submission of invoices

along with confirmation letter from the OEM that the products are in name of the bank.

6. Inter-working of Equipment/Hardware, Software &Services

The bidder must integrate all the hardware, software components supplied by him with existing or to be supplied hardware, software components to make the system integrated and fully functional. It will be bidder's responsibility to locate the exact nature of the problem/fault(s) and rectify the same. Under no circumstances will a problem/fault be blamed on the application software/ other systems without sufficient cause and justification.

The bidder must also take necessary steps to install all the software components supplied by him on the hardware and software supplied. Moreover, any relevant software patches that are required to be applied to the system software to make it compatible with supplied hardware / software must be identified and installed from time to time during the warranty and AMC period.

7. Migration, customization, and implementation Plan

Bidder/service provider will migrate the existing data along with cheque images both for Inward and Outward instruments from the current service provider from each grids after liaisoning with existing service provider(including last ten year old data) without any additional cost to Bank. Bidder has to submit a detailed plan for existing data migration from existing application, implementation of new CTS application, customization. Plan should include the full scope of the project as mentioned above with timelines. On acceptance of such plan by the Bank, the vendor is required to carry out the implementation, migration and customization including supply, installation, and testing of solution etc.

8. FM Services:

1. The vendor should arrange required number of onsite support resources with following minimum qualifications and experience:

a.   FM personnel shall have minimum 3 years of experience in handling Cheque Truncation System (CTS) application on Oracle Database.

2. FM resources deployed must be on the pay roll of the successful bidder. Required verification reports like Police verification, Credit history etc.to be submitted to the Bank.
3. In case engineer intends to leave the firm, Bidder should inform the Bank 30 days in advance and depute new engineer, 2 weeks prior to last working day of existing engineer for proper handover of work.
4. Provide support in setting up Production, Disaster Recovery, Near-DR (if any), Development and Test Environments.

a) Post-implementation on-site support for 5 years from Go Live of all the 03 Grids date.

b) Centralized Cheque Truncation solution software problem fixes, maintenance/ upgrades.

c) Software requests for change shall be handled in the following manner.

(i) Software changes/upgrades as regards to any statutory requirements or any other requirement of RBI / NPCI should be provided by the Bidder at the earliest without any additional cost during the contract period.

(ii) End user specific functionality change, or enhancement requests shall be assessed, and impact analysis shall be performed by the Bidder.

(iii) The Change Impact on schedule for implementation & efforts shall be agreed between Bank and Bidder on case-to-case basis.

(iv) The Bidder shall provide technical and functional support for the proposed CTS solution, database maintenance and shall have overall responsibility of the performance, functionality, and operation of the CTS system.

5. The bidder has to provide 6 Facility Management personnel i.e. onsite technical experts (preferably experienced in handling all the aspects including OS/ DB and Application) throughout the contract period; at Bank's Head Office-2, Kolkata. Resources to be deployed to work in 3 shifts (except on CTS Holidays) for technical support without any additional cost such as travelling, lodging, resources etc. The resources availability in shifts may be considered as Follows:

   ➤ Morning Shift: 6:00 AM- One resource

   ➤ Day Shift: 10:00 AM- Two resource

   ➤ Afternoon Shift: 3:00 PM- Two resource

   ➤ Night Shift: 8:00 PM- One resource

The Night Shift resource is responsible for downloading the extracts from NPCI through DEM and onward sharing to the bidder's data entry team through secure file transfer mode for sharing the Before & After Data Entry extracts along with images to the services branches. The bidder should ensure that before data entry extracts along with images to be shared in the night itself preferably before 9:00 PM on all CTS working days and After Data Entry/data enrichment extracts to be shared before 5:00 AM in the next morning. If the selected bidder fails to complete inward CTS file processing and data enrichment by 5:00 AM, a penalty of Rs.10,000/- per hour of delay will be levied per CTS grid per day.

6. The technical resources deployed for onsite support should be competent to handle/ develop/ integrate/ implement/ test/ go-live of the

solution/customizations within Bank's stipulated time. Onsite resources are responsible to perform development, testing, UAT, preparation of test cases, support, monitoring, implementation, reporting, coordination with banks team/s, Audit compliance, closure of VAPT(Vulnerability Assessment & Penetration Testing) & other audit observations, support for external and internal audits, any other statutory compliance, patch installation, fixes, analytics, logged complain for software/hardware issues, fraud risk/rule management & monitoring, day to day MIS reports, conducting DR Drill, DC-DR Drill (planned/ unplanned), database support including performance monitoring, perform daily/weekly/monthly/yearly backup and restoration activity, optimization, maintenance of table spaces, log files, troubleshooting, online replication with zero lag, product documentation, user management and post go-live support. These activities are illustrative, and the details will be shared with successful bidder. In case onsite resource is unable to perform/complete the above-mentioned activities, then it will be responsibility to the bidder to complete the activities within timeframe.

7. 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 must 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 fully compensate the bank of loss incurred by the bank. Bidder is expected to adhere Bank's request for removal of any personnel, if bank notice 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. Bidder has to submit undertaking on company letter head.

8. To ensure flawless availability of CTS application system, CPPS and mobile app (CTS)to all Branches/Service centers/Grids and customers.

9. To maintain and troubleshoot the issues related CTS Application, CPPS and Mobile/Tablet app. The maintenance includes regular patch update,

closing VAPT observations, address audit observations, application upgrade etc.

10. Carrying out quarterly Planned / Unplanned DR Drill activity as per Bank's Business Continuity Plan (BCP).

11. Regular purging of logs/ records required for performance tuning in CTS application.

12. Movement of data from production to Archival system on regular basis.

13. Successful bidder must provide application and DB support, maintenance etc. as per requirement at no additional cost during the contract period.

14. Change Management process must be followed by the facility management resources during the contract period. Without proper UAT signoff and change management document approval, no changes to be affected in any system.

10. **Training**
   ➢ **Functional Training:**
      a. Setup of the Software
      b. Parameterization
      c. All functionalities & features
      d. Cheque's Scanning and Data-entry Processes.
      e. Image / Data Review / Authorization
      f. Report generation g)   Uploads
      g. Begin of Day / End of Day process, if required
      h. User Management and Auditing Techniques
      i. All other aspects required for smooth Operation and maintenance of CTS Software
      j. Top executive awareness program
      k. Refresher's training- once in a year or as & when system is upgraded.
   ➢ **Technical Training**

      a. Installation and configurations of CTS (including all functionalities and requirements) along with all third party software

      b. Management and Administration of CTS

      c. Backup & Recovery Operations

      d. Report writing/designing

      e. Patches Testing and deployment practice

      f. Troubleshooting

      g. Management of Database

      h. Data Dictionaries

      i. All other aspects required for smooth implementation and maintenance of CTS software.

The Bidder shall provide user training to optimal number of personnel identified by Bank on functional & operational aspects of the entire CTS. The Bidder shall provide hands on training as per the User Training Plan. Bank will measure the effectiveness after the completion of the training. Training shall be of required duration, with a batch size as mutually agreed by the Bank and Vendor/Bidder.

Training deliverables shall be:

-         User Training Plan
- Training Material in English, On receipt of each deliverable, Bank will review each deliverable within agreed time frame.

Part-V

1. Order Details

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

2. Schedule Of Implementation

SI. No.	Particulars	Timeline
1	Delivery, Installation & configuration of Hardware & CTS Solution including UAT Setup at central location	10 Weeks from date of issuance of Purchase order
2	Roll out of grid 1	2 weeks after completion of UAT & successful acknowledgement of 1 cheque from NPCI
3	Roll out of grid 2	2 weeks after Rollout of grid 1
4	Roll out of grid 3	2 weeks after Rollout of grid 2
5	DC /DR drill	4 weeks after Rollout of grid 3

3. Contract Period

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

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

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

4. Warranty and AMC / ATS

- The selected bidder should provide comprehensive warranty for proposed Hardware for a period of 3 years from the date of acceptance of

Purchase Order , Support for the remaining time period of two years will be covered under AMC.

- The selected bidder should provide comprehensive warranty for proposed solution for a period of 1 year from the date of acceptance of Purchase Order, including other software, associated modules and services required to meet the requirements in the RFP. Support for the remaining time period of 4 years will be covered under ATS.

- During the entire AMC / ATS period the vendor shall:

  a. Make required modification/addition without any additional cost to the Bank for any guideline issued by regulatory authorities.

  b. Update/upgrade/enhance the software and shall also provide all new versions released without any additional cost to the Bank.

  c. Selected Bidder shall raise change request cost (as per Man days) during this period except point (a) & (b) above. The bidder is expected to submit its Man day rate in the commercial.

- The vendor shall give firm commitment to provide maintenance at the price quoted from the date of expiry of warranty. The Bank will not permit any changes in AMC/ATS rates, quoted by the vendor.

- During the AMC period, the vendor should update/upgrade the software, Antivirus and also provide any new versions released as part of Annual Maintenance Contract. The vendor undertakes and guarantees on response time to rectify the errors during the period of warranty and AMC with the Bank is in force.

However Bank will have option to avail direct support from OEM for the AMC and may not avail the AMC services of bidder.

5. **Terms of Payment**

   For Hardware

   - 70% of hardware cost on successful delivery.
   - 10 % after completion of UAT
   - 20% after one month of successful Go-Live of the three Grids.

   For Software
   - 25% of software cost on completion of UAT & successful acknowledgement of 1 cheque from NPCI
   - 25% of software cost after DC& DR data replication
   - 10% of software cost on rollout of grid 1
   - 10% of software cost on rollout of grid 2
   - 10% of software cost on rollout of grid 3

- 20% of software cost after 3 month & successful DR drill whichever is later.

For FM Services/ATS/AMC

- Will be paid on quarterly arrear basis

For implementation

- 50 % after completion of UAT
- 50% after roll rout of all three grids.

6. Penalty and Uptime

1. If the selected bidder fails to complete inward CTS file processing and data enrichment by 6:00 AM, a penalty of Rs.10,000/- per hour of delay will be levied per CTS grid per day.

2. If Bidder fails to provide FM engineer on any day, Bank will deduct charges for that number of days on prorate basis (Calculation of Charge = (monthly charges/working days) * no. of days absent)).

3. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the bidder.

4. The overall Penalty including LD during contract period will be to a maximum of 10% of the total cost of the project excluding facility management cost. On exceeding this threshold Bank will be free to terminate the contract and invoke performance Bank guarantee submitted by the Bidder.

5. Software support for any new platform/any software upgradation should be available within one month. Timeline for resolution of problem shall be as below:

Category	Severity	Problem Analysis & Response	Time frame for Resolution/Workaround (Inclusive of Response Time)	Penalty for breach of resolution time frame
Problem/Issue / Defect**	Critical	1 Hour	2 Hours	1% of quarterly Payout
	High	1 Hour	6 Hours	
	Low	2 Hours	24 Hours (One day)	

**Problem/Issue/Defect: This should be defined as any flaw within the software system which does not allow the end user to perform its regular operations as per the specifications / operational guidelines /functionality requirements in a stipulated timeframe. Any problems/Issues /Defects, reported by Users which impact should be categorized based on severity as follows:

Severity	Description
Critical	When the System Operation is stopped/ halted.
High	When the System Operation is stopped/ halted or system malfunctioning but for the few parts of application is
Low	Minor irritants during operations/won't impact in any noticeable breakdown of the system.

6. The Bank would expect the bidder to commit to the service level assurances. The Bidder shall commit to maintain uptime of 99.95% and above per month. The SLA will be reviewed on a monthly basis. Penalties will be applicable due to downtime of software application.

   a. Penalties will be applicable in the event of non-availability / downtime of CTS System. The bidder shall guarantee 99.95% uptime. The Bidder shall be liable for penalties for uptime maintained below 99.95% in a quarter. Penalties for downtime of the application will be as per below mentioned table:

Level of Uptime Per Quarter	Penalty Charges
99.95% and above	No Penalty
99.00% and above but below 99.95%	5 % of total quarterly payout.
98.00% and above but below 99.00%	6% of total quarterly payout.
97% and above but below 98.00%	7% of total quarterly payout.
96% and above but below 97%	8% of total quarterly payout.
95% and above but below 96%	9% of total quarterly payout.
94% and above but below 95%	10% of total quarterly payout.
90% and above but below 94%	20% of total quarterly payout.
Below 90%	50% of total quarterly payout.

Uptime will be calculated as follows:

$$Uptime = \frac{\text{Total Number of hours in quarter} - \text{Number of hours impacted in quarter}}{\text{Total Number of hours in quarter}} \times 100$$

7. Bank will impose penalty for every instance of service un-availability of application.
8. Further if the number of downtime instances during a month exceeds 3 times, an additional 0.50% downtime will be reduced from uptime and the penalty will be calculated accordingly.
9. Penalties, if any, shall be calculated on monthly basis and recovered from the monthly payment.

15. Liquidated Damages

Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the every week's delay in the specified implementation schedule subject to a maximum of 10% of the total cost of ownership. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the Bidder or from the performance Bank Guarantee. 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.

16. Paying Authority

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

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

17. 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 – V** issued by any scheduled commercial bank (other than UCO Bank) equivalent to 10% of the project cost/**Total Cost of Ownership (TCO)** valid for a period of 63 months (60 months + a claim period of three (3) months) from the date of Letter of Intent (LOI)/**Purchase Order** (PO) for indemnifying any loss to the Bank.

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

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

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

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

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

18. **Price Validity**

The selected bidder will be required to keep the price valid for a period of 12 **months** from the date of technical bid opening. There shall be no increase in price for any reason whatsoever during the period of 12 months and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – XX during the price validity period of 12 months.

19. **Single Point of Contact**

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

20. **Right to Alter Quantities**

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

21. <u>Preliminary Scrutiny</u>

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.

22. <u>Award Of Contract</u>

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.

23. <u>Taxes</u>

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

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

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

of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.

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

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

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

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

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

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

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.

- The selected service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the UCO Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the UCO Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the UCO Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The UCO Bank.

- The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the UCO Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.

- **Conflict of interest:** The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

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

25. <u>Compliance With Laws</u>

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

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

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

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

26. 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, pandemic.
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area,

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

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

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

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

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

27. 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.

28. <u>Acceptance Testing</u>

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

29. <u>Order Cancellation</u>

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

i. The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.
ii. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
iii. The bidder goes into liquidation voluntarily or otherwise.
iv. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.
v. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.
vi. Non-compliance of the scope of the job.
vii. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.
viii. On the events of data piracy / privacy / system failures / security failures.
ix. If deductions on account of liquidated damages exceed more than 10% of the total order price.

In case of cancellation of the Order/Service Level Agreement due to the above stated situations, the following consequences will entail:
I) In case the selected bidder fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverable from alternate sources at the risk,

cost and responsibility of the selected bidder with the capping of 125% of the original quoted cost for such deliverable as per commercial bid.

II) If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving **30** days' notice for the same. In this event the bidder is bound to make good **with the capping of 125% of the original quoted cost for such deliverable as per commercial bid**, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.

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

IV) In case of cancellation of order, any advance payments **(except payment against ATS)** made by the Bank to the Vendor for implementation of project, would necessarily have to be returned to the Bank, if bidder fail to return such payment within 30 days, then vendor have to be returned amount to the Bank with interest @ 15% per annum , further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.

V) Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries exceeds 10% of the TCO.

VI) **In case of order cancellation Bank will notify selected bidder with 90 days' notice period inclusive of 30 days cure period before cancellation of the Order. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days time the notice for cancellation will became absolute.**

30. Indemnity

In consideration of the Bank having agreed to accept our offer in terms of Request for Proposal No: UCO/DIT/4400/2021-22 Date: 09.03.2022 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, reorganization, 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

31. **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.

32. 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.

33. Technological Advancements

The Selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time.

34. Guarantees

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management for the RFP for Supply, Installation and Maintenance of Hardware, Operating Systems and Database Licenses for various Projects/Applications. All hardware and software must be supplied with their original and complete printed documentation.

35. Exit Option and Contract Re-Negotiation

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

➢ Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;

➢ Delay in offering;

➢ Delay in commissioning project beyond the specified period;

➢ Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;

➢ Serious discrepancy in project noticed during the testing;

➢ Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.

➢ Serious discrepancy in completion of project.

➢ Serious discrepancy in maintenance of project.

Bank shall notify selected bidder with 90 days' notice period inclusive of 30 days cure period before cancellation of the Order. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days time the notice for cancellation will became absolute.

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

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidder's offer does not match such lower price. Notwithstanding the foregoing, the

Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.

As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favourable terms in the industry, and secondly, The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.

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

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

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

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management. However, during transitioning period payment will be made to vendor as per payment terms.

36. <u>Termination for Insolvency</u>

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.

37. <u>Termination for Default</u>

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.

38. <u>Termination For Convenience</u>
The Bank may, by written notice for a period of ninety (90) days sent to the Vendor, terminate the Contract/Service Level Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for

Bank's convenience, the extent to which the performance of work under the said Contract/Service Level Agreement is terminated and the date upon which such termination shall become effective.

In case of Termination for Default Bank will provide notice period of 90 days inclusion cure period of 30 days. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days' time the notice for cancellation will became absolute.

39. 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.

40. 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.

41. Technical Inspection And Performance Evaluation

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

42. 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.

43. 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.

44. 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.

45. 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.

46. 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).

47. Limitation of Liability

i. For breach of any obligation mentioned in this document, subject to point no. iii, in no event selected bidder shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total project cost/contract value.

ii. Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss cause.

iii. The limitations set forth in point no. 1 shall not apply with respect to:

   a) claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership.

   b) damages occasioned by the gross negligence or willful misconduct of Service Provider.

   c) damages occasioned by Service Provider for breach of confidentiality obligations.

   d) Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project.

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

"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.

48. 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.

49. <u>Severability</u>

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.

50. <u>Blacklisting</u>

<u>Grounds for Disqualification & Blacklisting</u>

(A) Notwithstanding anything contained in this document, any Bidder/selected Vendor shall be disqualified when –
a) 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;
b) 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;
c) 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. "

51. **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.

That the bidder will strictly maintain the secrecy of Bank's data

52. **Notices**

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

Tender Offer Forwarding Letter

RFP Reference No.: UCO/DIT/4400/2021-22 Date: 09/03/2022

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

Dear Sir,

Sub: RFP for "Implementation of centralised "Multi Grid" Cheque   Truncation System(CTS) Solution on CAPEX Model"

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 "**Implementation of centralised "Multi Grid" Cheque   Truncation System(CTS) Solution on CAPEX Model**" mentioned in the RFP document forming Eligibility / Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility / Technical as well as Commercial Bids by the Bank, we undertake to commence **Implementation of centralised "Multi Grid" Cheque Truncation System(CTS) Solution on CAPEX Model** as per terms and condition of your purchase orders.

In the event of our selection by the Bank for undertaking **Implementation of centralised "Multi Grid" Cheque Truncation System(CTS) Solution on CAPEX Model**, we will submit a Performance Guarantee for a sum equivalent to 3% of the project cost for a period of 05 years effective from the month of execution of service level agreement in favour of UCO Bank.

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

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

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

The details are enclosed as follows:

1. BG No. _____dated _____as EMD for Rs. 1000000 Lakh/- (Rupees Ten Lakhs only).

2. DD No. _____ dated _____ for Rs.15,000 /- (Rupees Fifteen Thousand only) as cost of RFP document.

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

Dated this ____day of _____2022

Signature: _____

(In the Capacity of) _____

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

General Details of the Bidder / Sub-Contractor

Profile of Bidder

1. Name of bidder:
2. Location
   Regd. Office:
   Controlling Office:
3. Constitution
4. Date of incorporation & date of commencement of business:
5. 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
Profit After Tax			
Net Worth			
Turnover			

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

C. Proposed Service details in brief

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

Details of Experience

PSU Organization/BFSI		
Name of Organization	**Period**	
	From	**To**

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

Signature of Bidder: _____

Place : _____Name: _____Date :   _____Business Address:_____

(Letter to be submitted by the OSD on firm's official letter head)
<u>**Original Solution / Software Developer Authorisation form (OSDF)**</u>

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

Dear Sir,

Ref: RFP for Implementation of centralised "Multi Grid" Cheque Truncation System (CTS) Solution on CAPEX Model.

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

We hereby extend our guarantee/ warranty and ATS as per terms and conditions of the RFP No **UCO/DIT/ 4400/2021-22 Date: 09/03/2022** and the contract for the solution / software and services offered for supply against this RFP No **UCO/DIT/4400/2021-22 Date: 09/03/2022** By the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No **UCO/DIT/4400/2021-22 Date: 09/03/2022** In respect of such solution / software and services. We undertake to provide back-to-back support for modifications / customization and skill/ knowledge transfer to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as ATS period if the above bidder authorized by us fails to perform in terms of the RFP.

Yours Faithfully
Authorized Signatory
(Name:
Designation:
 Phone No:
E_mail:)

Format of Bank Guarantee (EMD)

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

Dear Sir,

Ref: RFP for Implementation of centralised "Multi Grid" Cheque Truncation System(CTS) Solution on CAPEX Model.

In response to your invitation to respond to your RFP for **Implementation of centralised "Multi Grid" Cheque Truncation System(CTS) Solution on CAPEX Model,** 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 **Implementation of centralised "Multi Grid" Cheque Truncation System(CTS) Solution on CAPEX Model** and to provide related services as listed in the RFP document.

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

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

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

Or

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

We undertake to pay immediately, on demand to UCO Bank, the said amount of

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

Notwithstanding anything contained herein:

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

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

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

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

Yours faithfully,

For and on behalf of

_____ Bank

Authorised official

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

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

Notwithstanding anything contained herein:

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

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

Yours' faithfully,

For and on behalf of

_____ Bank

Authorised Official

NOTE:

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 mplementation of centralised "Multi Grid" Cheque Truncation System(CTS) Solution on CAPEX Model

1) I/We, Proprietor/Partner(s)/Director(s) of M/s......................... hereby confirm that I/We have read and understood the eligibility criteria and fulfil 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.

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

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

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

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

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

Dated this _____ day of _____, 2022.

Place:

For M/s. ………………………….

……………………………………………

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

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

To,

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

Sir,

**Sub: RFP for Implementation of centralised "Multi Grid" Cheque Truncation
System(CTS) Solution on CAPEX Model**

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

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

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

Place:

Date:

<u>**Undertaking Letter on the vendor's letterhead for GST Law**</u>

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

Dear Sir,

Sub: RFP for Implementation of centralised "Multi Grid" Cheque Truncation System (CTS) Solution on CAPEX Model

Further to our proposal dated ………………………………, in response to the Request for Proposal (Bank's **RFP Reference No.: UCO/DIT/4400/2021-22 dated: 09/03/2022** hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

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

Bidder's corporate name:
Place:
Date:

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

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

Dear Sir,

Sub: RFP for Implementation of centralised "Multi Grid" Cheque Truncation System(CTS) Solution on CAPEX Model

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

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

Yours faithfully,

For……………………………..

(Signature and seal of authorized person)

Place:

Date:

<u>Undertaking for No Deviation</u>

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

Dear Sir,

Sub: RFP for Implementation of centralised "Multi Grid" Cheque Truncation System(CTS) Solution on CAPEX Model

Further to our proposal dated ………………………………, in response to the Request for Proposal (Bank's **RFP Ref. No UCO/DIT/4400/2021-22 Date: 09/03/2022** hereinafter referred to as **"RFP"**) issued by Bank, we hereby covenant, warrant and confirm as follows:

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

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

Yours faithfully,

For…………………………..

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place: Date:

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

	2018-19	**2019-20**	**2020-21**
Turnover			
Profit / Loss			
Net worth			

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:

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

Yours faithfully,

For……………………………..

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place: Date

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

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to select vendor for Implementation of centralised "Multi Grid" Cheque Truncation System(CTS) Solution on CAPEX Model hereinafter referred to as Stores and / or Services. And **M/s_____ having its registered office at_____represented by_____ Authorised signatory,** (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

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

3. **Preamble**

    Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of Implementation of centralised "Multi Grid" Cheque Truncation System(CTS) Solution on CAPEX Model and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licensor who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

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

4. **Commitments of the Buyer**

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

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

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

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

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

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

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

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

(ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or

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

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

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

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

5.4 **Agents / Agency Commission**

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

to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

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

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

7. Company Code of Conduct

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

8. Sanctions for Violation

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

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

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

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

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

8.2 If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller, which

constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

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

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

10. Independent External Monitor(s)

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

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

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

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

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

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

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

11. Law and Place of Jurisdiction

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

12. Other Legal Actions

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

13. **Integrity Pact Duration.**

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

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

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

14. **Other Provisions**

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

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

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

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

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

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

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

BUYER   BIDDER /SELLER

Signature: Signature:
Authorised Signatory   Authorized Signatory
UCO Bank ,
Department of IT
Place: Place:
Date: Date:
Witness :   Witness :
(Name & Address)   (Name & Address)

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into on this ….day of ………….., 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 Implementation of centralised "Multi Grid" Cheque Truncation System (CTS) Solution on CAPEX Model as per the terms and conditions specified in the RFP ref. no **UCO/DIT/4400/2021-22 dated: 09/03/2022.** The Vendor/Receiving Party would be single point of contact for this project.

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

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for vendor **Implementation of centralised "Multi Grid" Cheque Truncation System(CTS) Solution on CAPEX Model.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Arbitration and Equitable Relief.

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

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

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

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

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

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

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

12. General Provisions.

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

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

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

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

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

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

(g) Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and M/S ……………..

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

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

…………………………   ………………………………

Signature: _____   Signature: _____

Name: _____   Name:_____

Designation:_____   Designation:_____

Date: _____   Date: _____

ELIGIBILITY COMPLIANCE

Sl. No.	Criteria	Proof of documents to be submitted	Complianc e (Yes/No)
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on RFP issuance date. Bidder registered as MSME Entrepreneur & still categorized as MSME as on RFP submission date can also participate in bidding process. Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt of India. The bidder should not be a subsidiary of a foreign company.	1. Certificate of Incorporation issued by Registrar of Companies along with 2. Copies of Memorandum of Association 3. Copies of Articles of Association 4. Shareholding pattern 5. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid. 6. Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.	
2	The bidder should have Net Profit for last 3 financial years i.e., FY-2018-19, 2019-20 & 2020-21	Copy of the audited balance sheet of the company showing Net Profit, turnover of the company for the consecutive last three financial years (2018-19, 2019-20 & 2020-21) should be submitted along with Chartered Accountant Certificate.	
3	The bidder should have a minimum annual turnover of **Rs.30 Crore** per year in the last three financial years, i.e., FY-2018-19, 2019-20& 2020-21		
4	The bidder should be an Original Software Developer (OSD) of proposed solution in India.	Original Solution Developer (OSD) must be furnished in original duly signed & stamped (As per Annexure – III).	

5	The bidder must have successfully implemented a multi-grid Cheque truncation solution on CAPEX model and it should be running satisfactorily for more than one year (as on date of submission of bid) in at least two Scheduled Commercial Banks having minimum 3000 branches for each Bank individually or in at least one Payment Bank having minimum 6000 branches spread over 3 grids.	Self-Declaration giving information regarding (i) Name of Banks,(ii) Per day processing volumes in each of the banks,(iii) other applications with which interface has been done; along with Purchase Order / Agreement Copy to be submitted). Copy of letter from relevant Banks to be submitted. satisfactory letter from client should be submitted.	
6	The proposed solution must have handled per day volume of minimum 75000 Cheques (combined volume of inward & outward) in a single organisation.	Relevant report confirming the same should be enclosed.	
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 bid submission.	Annexure VI is to be submitted.	
8	Bidder should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory, 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.	
9	In case of bidder being existing solution provider for implementation of Cheque Truncation System in UCO Bank, they should submit the satisfactory certificate in this regard.	Bidder has to submit latest satisfactory certificate issued by UCO Bank, Head Office.	

Note:-
The Bidder must comply with all above-mentioned criteria. Non-compliance of any

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

Functional & Technical Specification

The participating bidder should provide its compliance for each of the line items mentioned below :

SI No.	Particulars	Bidder's Compliance (S/C/N)	Bidder's Remarks
Functional			
1.	Systems should conform to the requirements of CTS 2010 standards and the IT Act 2008 and the Negotiable Instruments (Amendments & Miscellaneous Provisions) Act 2002 and Payment & Settlement Act. 2007 and its subsequent amendments, for recognition of images as valid instruments for payment by the Drawee Banks and all other applicable guidelines issued by RBI from time to time.		
2.	The Bidder should provide separate CTS solution including all related tools to host centralized CTS for all three Grids (Northern, Southern and Western) at DC and DR .		
3.	The proposed CTS solution should have capability of handling Bank's clearing (Direct/In-direct) for all three Grid regions separately without any technical limitations or dependency from DC & DR .		
4.	Provision for Online& Offline Solution for the Bank to handle their clearing independently at their Offices/Locations. System should have capability to handle Segregation and also to provide proper authentication mechanism so that Bank and their Clients can process all types of clearing (Outward, Inward, Extension and both types of Returns Clearing) at their end by using the CTS solution either in Online or Off-line mode.		
5.	System should have capability for proper grid wise segregation of the Bank's/Branches/Zonal Offices (All types) instruments. All types of configuration		

	changes to activate/de -activate of Clients and offices/locations under respective grid region. System should also be able to change time limits allotted to		
6.	Branches/Offices/Clients etc for each session centrally.		
7.	The point of Physical Instrument truncation could be either at the Branch(s) / Regional Processing Units (RPUs) Centralized Clearing Units (CCUs)/Clients. Bank may adopt a hybrid model (cluster or de-centralized model) for capturing images of Instrument from various locations. The solution need to be flexible enough to handle the same		
8.	System should be capable of creating multiple clearing types to suit Bank's/Clients/Offices/Locations (All types) clearing requirements to route the instrument and transaction type level and maintain separate settlement ledgers and general ledger interface at various clearing types		
9.	The system proposed shall support multiple sessions for the four legs of clearing process -inward clearing, inward return, outward clearing and outward return along with extension as well as Blockage handling. Must be compatible with the RBI/NPCI Clearing House(CH), Clearing House Interface(CHI/DEM) system and the core banking software of the bank as well as its Clients		
10.	The product should be capable of functioning as a offline stand- alone solution for branches as well.		
11.	System should be compatible to handle all Cheque Scanning devices available with the major manufacturer, at present and capable to integrate with all types of Operating Systems. The Bidder has to integrate all the scanners on all desktop versions available at present within the Bank/Branches/Clients and in future.		
12.	System should be capable for processing/segregating Centralized Grid clearing as well as CTS Grid wise clearing for all three existing Grids (Northern, Western		

	and Southern) and any other new Grids that will be introduced in future, as per regulatory directions.		
13.	System should be capable of handling minimum 30,000 instruments per hour during Data Entry and Verification Processing, simultaneously across all grid centers. However, System should also be capable for minimum 15000 instruments per hour for Outward Clearing Files (CXF/CIBF) generation in the specified format of RBI/NPCI.		
14.	System should prioritize and process the clearing for all three grids in parallel, there should not be any kind of limitation or restriction in the solution for sequence processing of Grid clearing as all existing/present three grids clearing are independent of each other and they have their own presentation timings.		
15.	System should have the capability of capturing/processing images of the instruments along with deposit Slips (if required) and should be able to capture multiple branch details at Bank's Branches/offices/Locations/Clients.		
16.	Provision for capturing batch wise/ type wise clearing (CTS / Non-CTS / Special Clearing / MMS) for the following cases: a. Cheques Only b. Cheques with Slip (if required) (Product Wise) c. Marking Paper to Follow (P2F) batches at the time of scanning and during verification, if not done at scanning level. d. Capturing MMS (Mandate Management Scanning) instruments as per Bank's requirement.		
17.	Application should integrate with Mobile for processing cheque truncation. Further, Application should be capable to integrate with various touch points for processing Cheque Truncation through		

	API on CR basis. The touch points could be Kiosks, cheque Instrument Drop machines, ATMs having Cheque Truncation capabilities, Cheque Deposit machines, Handheld devices (Tablet).		
18.	The Reject repair, Balancing and Validation work shall be distributed and shall not be restricted to a single workstation per Grid location either at Bank's Offices/Client Locations		
19.	Shall automatically do load balancing by allocating jobs to various workstations keeping a tab on volumes processed during the day.		
20.	Shall have the seamless integration to the core banking system in all the legs of clearing.		
21.	Should have provision to generate posting files for all types of clearing as per multiple requirements of Bank. Provision to create multiple posting files templates and to tag Clients/Branches through menu driven process.		
22.	Should provide provision for outward posting files in different levels and segregation should happen a point of capture itself, depending on Bank's / Clients / Branches requirement: Cheque Wise Deposit Slip wise (if required) Account Wise etc.		
23.	Complete reconciliation report up to transaction level and summarized based on clearing types and the clearing process types and able to generate necessary journal entries to the Accounting system (Daily / Monthly / Yearly).		
24.	Capable of routing specific instruments like Dividend warrants(DW), Demand Draft (DD) /Pay Order (PO), Quick Cheques (QC), Paper to Follow (P2F) etc. to specific Clearing House System and separate queues in system to be provided as per Bank's requirement.		
25.	Capable of providing intelligent routing for both inward clearing and inward return based on users' roles/Grid wise/City Wise.		

	Consolidation should happen on the basis of payer city similar to NPCI segregation criteria and re-conciliation reports should match with CHI/DEM Settlement Reports generated for each Presentment and Return/extension sessions for all Clearing types.		
26.	Should have a settlement module for inter-bank, intra bank and intercity clearing with capabilities for consolidating the day's inward and outward presentations and returns for raising a single debit or credit on the participating branches and re-conciliation reports should match with CHI/DEM Settlement Reports generated for each Presentment and Return session for all Clearing types.		
27.	Archival system to store data, images and logs of each and every transaction as per periods defined by the Bank and support proper archival and retrieval mechanism spanning minimum 10 years.		
28.	For Inward Clearing, the software should download the data/images for all three current CTS Grids separately and prepare separate unloadable file for core Banking system for reserving the amounts for clearing debits later.		
29.	System should have proper mechanism for extraction and auto transmission of inward clearing for the respective Sub-member Banks (all types). Sub-Member Banks will be accessing the system and process their inward clearing and mark returns as per their requirements.		
30.	All Clearing reports, Return memo, posting files is to be generated from the system along with manual generation feature and facility for automatically transmission through Secured channel.		
31.	Transactions pertaining to the Bank and its Clients should be recorded properly with complete Audit trail in the Centralized CTS Solution and there should be easy retrieval for the history information through front end enquiry screens for all types of Clearing cycles.		
32.	Transaction number should be		

	generated automatically in the system without any manual intervention for the Bank's and Corporate Clients. Every transaction number should be unique for each instrument.		
33.	Should conform to all the statutory regulatory norms as per RBI / Govt. / directly or through NPCI from time to time, should be provided without any additional cost to the Bank		
34.	The user interface for Branch operations/ Zonal Branch Operations / Corporate Client should be browser based only.		
35.	The workflow should re-direct all entered QC batches/instruments to Branch officials for verification of the data entry/ QC.		
36.	Already processed batch file or instruments should not be available for processing again.		
37.	Should be able to process Instrument(s) of different size and colors as per NPCI/RBI guidelines.		
38.	Should be possible to process high value instruments separately for scrutiny for both Outward and Inward Clearing instruments. The cut off amount for high value should be user definable and Controllable.		
39.	Various types of segregation and view / report on business rules should be possible in all clearing modules. Segregation can be based on: · Grid wise · Session wise · Instrument Number · Amount · Account type · Transaction code · Return Rejection codes · Presenting bank / Drawee Bank etc.		
40.	System should have configurable day/time limits for the cut off time, which could be different for different clearing cycles and grids.		
41.	Should be possible to copy the data on CD/Tape/SFTP/emails or any storage media		

42.	System should provide a Document Management facility to store the Instrument(s) with unique reference numbers for easy retrieval at later stages.		
43.	System must have a Login Id and password for each user with functionality of multi factor authentication for logging into the system. System should have the capability to handle Role Based user privileges (Maker/Checker/Admin) facility		
44.	Compulsory periodic changing of passwords for all the users at a parameterized period should be available and solution should prompt users to change password prior to the expiry date.		
45.	System should be configurable to handle the password policy followed by the Bank.		
46.	System must maintain proper log including date, time, terminal number of each operation, financial and non-financial, done by every user and the same should be appended to transaction data or a separate log should be maintained. Retrieval of Audit logs should be simple and only viewable to the authorized users		
47.	The checkers of the transaction should not be same as the maker of the transaction and prompt message should be displayed to the verifier(s)/user(s).		
48.	For anywhere branch banking functionality, the access to other branches data should be based on parameters such as viewing, modifying, authority level to access, etc. and should be linked to user access rights.		
49.	Defining of exceptions in the system should be parameterized and configurable.		
50.	System should have a special interface for auditors and IT users where access to all data would be allowed without any modification or change permission.		
51.	System should have capability to perform archival of storage for the period prescribed by RBI/NPCI (Min. 10 years) and retrieval purposes of data and images. The		

	solution should provide storage / archival solution with proper quality of data / image along with logs and audit trail and reports / MIS.		
52.	System should have in-built capability, features & interface for handling Business Continuity Plan and capable to setup the solution at Disaster Recovery Sites DR.		
53.	Auto-Real time Replication between DC & DR should be available with proper monitoring process. In case of any disaster, entire solution should be capable to handle immediate switchover from Primary to DR Sites and Vice-versa without any kind of manual intervention and user level changes.		
54.	System should be scalable to handle on an average 1,00,000 transactions per day.		
55.	The system should have all the features required for interfacing with CHI/DEM systems (Primary and DRs) for all three existing Grid's as per existing scenario of Grid Clearing.		
56.	The system should support centralized and decentralized processing without any geographical restrictions.		
57.	The solution can be used Off site and On site for Bank Branches and its clients		
58.	There should not be any kind of performance downgrade/issues related to increase in concurrent users.		
59.	The proposed solution should have in-built Dual Verification system for Outward Clearing, which should be configurable for parameters like amount / user volume etc.		
60.	The solution should be WEB Based		
61.	The solution should support data mining exercise of the Bank.		
62.	The system should support flow of data both ways i.e. from hub/central location to branch and vice-versa.		
63.	The system should have provision for mass printing of images on basis of any selection criteria. This mass exercise should also be resource efficient and customizable		

64.	System should allow administrators to manage users, groups, roles and other document management operations.		
65.	The CTS architecture must be scalable and shall support increasing number of users and concurrent users (Minimum 5000).		
66.	The system must support 24-hours x 7 days x 12 months non- stop continuous processing.		
67.	Proposed system must support LAN and WAN connectivity.		
68.	The proposed CTS Solution should provide interface with other software as required by the Bank.		
69.	Customer Data security should be in-built in the system.		
70.	System should be capable to handle splitting/segregation of records for proper distribution of work load.		
71.	Detailed status summary of processing of cheques (stages) to be made available by the system for monitoring purpose in the form of dashboards.		
72.	System should be able to generate reports from archived data as well as in the production environment.		
73.	System should be able to capture / input Drawer's details along with Outward presentation as per latest circular received from RBI / NPCI.		
74.	Should be able to generate cheque return memo along with image of the instrument in the report format branch-wise and individual instrument-wise as well		
75.	Maker/checker functionality for defining parameters in the masters, user creation/modification, Setup, other functionalities if any, to be available as specified by the Bank.		
76.	Hot key functions for increased speed and accuracy and the work processes should be automated.		
77.	Should provide online interface to extract data from the Clearing and truncation system to feed Bank's other application on need basis.		
78.	Purging details should be captured to		

	store the time and data contents in host system.		
79.	Possibility of sending emails of images and data records automatically by the system. Direct connectivity to e-mail should be available through user interface for sending details, advices, etc. to Branches / Corporate Customers.		
80.	The user-interface screens should earmark and validate mandatory fields, which must be entered before submitting a transaction.		
81.	Facility to auto-lock/Screen timed out should be available with configurable feature.		
82.	System should be capable to generate the Posting files for corporate Clients as per the requirement and provision to tag the branches or clients to the posting file scheme for the similar requirements.		
83.	Menu driven provision for addition of branches under respective grid location along with their Location's MICR details, posting file formats, standard clearing reports, Return Memos and tagging for the automatic data transmission format.		
84.	Provision for Fee based transactions reporting for the Bank's Clients (Corporate) as well as Capture/Vendors.		
85.	The product should be capable of functioning by hosting inside Bank's Intranet and internet for Corporate clients.		
86.	A Reporting tool to be provided with the proposed CTS solution to develop various Reports, MIS data etc. as may be required from time to time by the Bank.		
87.	The data level / quantum to be stored on production system should be configurable from period of 1 Week to 1 Year.		
88.	The solution should also be compatible and integrate/ handshake/ interface with all third party software / middleware of the Bank.		
89.	The solution should be capable to work as fallback/ DR arrangements for Bank's Clearing at other Region as may be		

	suggested or required or in order to comply with the regulatory norms from time to time.		
90.	The solution should have features / tests/ mechanism to initiate or perform fraud prevention/detection for tampered/ Xerox (photocopy) / fake instrument through positive pay solution at the time of scanning. It should read MICR code line and inspect each image for various IQA parameter.		
91.	System should be capable to generate the Posting files for corporate Clients as per the requirement and provision to tag the branches or clients to the posting file scheme for the similar requirements.		
92.	The solution should comply with all the RBI / NPCI guidelines for security features and quality enhancements in cheques / instruments to prevent/detect fraud.		
93.	The solution should have web-based feature to intimate branches live status of processing / rejects etc.		
94.	System should have capability of segregating return items from outward Batches with Cheques sorting feature at Cheque Scanning level.		
95.	The CTS shall provide and support for extracting various parts of the image like CAR, LAR, Date, Payee Name, Bank Name to facilitate Application Programming Interface to third party Software to do ICR, OCR and signature verification.		
96.	System should have ICR/OCR capabilities to capture any given field present on the instrument. The fields can be handwritten or printed and could be present on the instrument. · Amount · Instrument date · Payee name · Account Number · Amount in words		
97.	System to provide open format with encryption feature for all the data to be archived / to be made compatible with other sources of data & images.It should		

	be viewed by the users on supplying credentials.		
98.	There should also be provision in system for a common interface between any scanned image and data to be integrated in the system through common released file formats		
99.	There should be provision in system to interface captured data through 3rd party interface or client program to be integrated in the system, with provision in system to encrypt the data obtained through these sources.		
100.	The system should provide interfaces and automated checking for the new CTS Instrument standards. i.e UV and QR code detection.		
101.	System should have capability to perform backup and restore through interfaces provided by the software vendor		
102.	System should have capability for images snipping (snippets) so that Data entry operators can see only the relevant portion of the cheque image instead of displaying whole image, which will minimize the traffic on network and enhance the performance of the solution. However, provision to display full image of instrument is also to be available, which will be called on demand basis.		
103.	System should be able to interface and be compatible with archival system.		
104.	System should have the feature to use Centralized Positive Pay System (CPPS) and integrated with OMNI channel (API based mobile banking, internet banking, etc.). Bidder should be able to fetch the CPPS data from Bank through API services for onward pushing to NPCI as per defined format. The Acknowledgement from NPCI to be available at the solution date wise, input filename wise. Bidder should also extend necessary compatibility and integration support in the CTS solution for any version up gradation of the above solutions at no additional cost to bank.		

105.	Detailed explanatory notes on the treatment of multiple Clearings on the same day with specific reference to identification, processing and handling of these shall be clearly explained in the responses and provided for in the CTS/ system to be supplied by the Bidders.		
106.	The system shall have the facilities to sort the MICR Data on various parameters or a combination of parameters. As an illustration, the CTS/ shall explain whether it allows for sorting of the MICR Data of all the instruments above a threshold amount and /or sorting of MICR Data of instruments of a particular presenting bank branch / drawee bank branch on a given clearing cycle, date and between specified amount ranges. The CTS/system shall also have the capability to either generate the settlement and drawee/presenting bank wise data –either in data format and /or in the form of report based information.		
107.	The Cheque Processing software must provide adequate security to the entire CTS/ system. It should be possible to disable all users (except System Administrator) at Close of day and enable/disable user through any time during the day. All changes in transactions / masters/ users must be logged and Audit trail available for all such changes clearly giving the position prior to change and after change.		
108.	The solution should be capable of recording the user ids, name, time etc. of Bank official for scanning, verification, dual verification etc. and the data entry operators for data entry &QC. The same shall be displayed in the dash board.		
109.	Bidder has to sign ESCROW arrangement with the Bank/ ESCROW Agent for the safe depositing of the complete source code being supplied along with customisations carried out in the software as per Bank's requirements. Also, to maintain the currency of the version by regularly		

	updating the same with the related upgrades/fixes/patches. A copy of the source code of the application customized for Bank and shall be kept in an ESCROW account for which all expenses will be borne by the Bank. A copy of all subsequent updates to the source code shall also be placed in the said ESCROW account after the release/Go Live.		
110.	System to be capable of identifying the loging of the users based on sol id. ADMIN users to be capable for providing the reset of user id/password of the users. Necessary Audit trails to be enabled for checking the users activity. Provision of creation of bulk user id's to be kept at system.		
TECHNICAL			
1.	The System proposed shall be of browser based on 3 Tier architecture and Capable of processing all the intra-bank, inter- bank and inter-city instruments and transmitting the interbank instruments after consolidation to RBI / NPCI for clearing. Intra bank transactions will be segregated, consolidated and sent to respective Bank's branches/ offices/ locations of CHI/DEM Software/ output file in the specific format to enable data upload to core banking software.		
2.	The Software should have capability to be integrated with Active Directory/Single Sign On (AD/SSO) or other system of the Bank for User Management purpose.		
3.	The proposed software should have Maker/Checker provision for modification or configuration changes of Parameters / Rules / Setup.		
4.	The software should have facility for Outward Clearing Bulk file uploading and Processing of Input Files in .XLS and .CSV formats or in any other format as required by the Bank in future.		
5.	The System should have web-based scanning module for Bank's Branches/ Offices with proper authentication		

	mechanism through intranet & internet communications and segregation of Clearing Types (CTS / Non-CTS / Special Clearing / MMS(Mandate Management Scanning)etc.). Apart from CTS Scanner"s driver installation, there should not be any additional client based setup required to activate the scanners.		
6.	The Cheques scanning is to be done in single capture with endorsement, MICR line reading along with UV image scanning.		
7.	Provides provision for detection of Image Quality Assurance (IQA) success/ failure during Cheques scanning itself and provision for re-scanning of the IQA failure instruments as well. The scanning of outward clearing instruments will be carried out by Bank's Officials. Rejects due to IQA failure should be made available for rescanning. Paper to Follow (P2F) on account of IQA failures should be kept to bare minimum (near zero).		
8.	The proposed CTS solution should be able to store the IQA failure reasons for IQA failed instruments. The bidder is required to submit the IQA failure data with reasons (like partial image, Excessive Image Skew, Piggy Back, Streaks and/or Bands, Bent Corner, Below Minimum Image Size, Exceeds Maximum Image Size, Too Light/Dark,Image Length Mismatch, Image Height Mismatch, Below Min Image Length, Exceeds Max Image Length, Below Min Image Height, Exceeds Max Image Height, Torn corner etc.) for each Grid separately as per NPCI specified format.		
9.	The Solution to have MICR reading capability with validation of MICR city-Bank-Branch data.The CTS/system shall use the particulars available on the MICR Read Band. The CTS/ system shall identify the maximum length of each of the fields that is supported. In addition, the data that is forwarded to the Clearing House shall have the nine-digit presenting bank sort code and the unique identifier/s for		

	the images and the individual instrument. The Date of Clearing shall also be included in the file sent to the Clearing House. For Return Clearing, the date of Main Clearing as well as the Return Clearing shall be necessary.		
10.	Provides for endorsement, unique item sequence number to be printed on the reverse side of the instruments and multi-line endorsement for re-presentment cases. There should not be any overlapping, in case a new endorsement is required for re- presented Instrument(s) in outward clearing.		
11.	Provision to handle CHI/DEM Rejected instruments either Outward or Inward Returns by viewing Cheque image and capable for re-presentment by correcting MICR records, updating Ignore IQA flag or choosing proper action by selecting from the drop down list etc.		
12.	Capability for segregating MICR-Failure instruments in separate output pockets of Cheque Scanners or depending on Bank's requirements. All available scanners within the Bank are having dual/multi output pockets		
13.	Automatic transmission of images and MICR data to Service branch/ Centralized CTS Location. The transmission can be one Instrument at a time or in a batch mode or both. Scanned data and images should not be stored/captured locally in the desktop. It should also have provision for the capturing branches/ locations to verify the actual status of their scanned batches along with batch summary report		
14.	Data and image transmission from capture locations to centralized CTS System should carry through secured and encryption mechanism.		
15.	CTS System will be connected to centralized storage and all images after capturing at the Branches/ Offices should be stored and also should have capability to extract these from a central storage point		
16.	Display of image and system generated		

	code line data on the same screen to make balancing easier and faster.		
17.	The Image quality of the gray scale images shall be 8 bits/pixel (256 levels). The data formats and field definitions for storing, archiving, retrieving, processing, quality of images and MICR data at the Clearing House, Clearing House Interfaces as well as exchanging between institutions shall meet at the minimum the ANSI X9.90 and ANSI DSTU X9.90 Specifications for an Image Replacement Document (IRD), ANSI X9.37 and ANSI DSTU X9.37 Specifications for Electronic Exchange of Instrument and Image Data as well as the ANSI X9.81 Specifications for Bulk Image and Data Exchange. Further, the CTS offered shall adopt the above standards for the Indian environment.		
18.	Security features to be built in conformity with PKI standards, encryption techniques and digital signatures. It shall have options to implement encryptions & digital signatures at Central level, file level and instrument level. Present requirement of RBI/ NPCI states digital signatures on each and every instrument.		
19.	The system shall additionally conform to the Public Key Infrastructure (PKI) Requirements as prescribed by Institute of Development and Research in Banking Technology (IDRBT) prescribed the latest version of the Certification Practice Statement (CPS).		
20.	The CTS/ system shall provide for encryption both for data transfer and provide options for encryption based data storage (or any other manner to ensure that data stored cannot be subject to alteration at a later point of time and legally recognized as per the laws of the country).		
21.	Shall have PKI based security at domain level and user level to ensure the integrity of the data and image.		
22.	Should be capable of segregating and applying multiple digital signatures at CTS		

	Level for presenting the captured files to the Clearing House Interface (CHI/DEM) for final presentation to RBI / NPCI for different clearing types.		
23.	Provision to digitally sign the presentation files from the Clients, other Banks end and system should have proper mechanism to validate the digital signature before uploading the files into CTS Solution.		
24.	It shall be possible to receive the images and the MICR Data either over a network (including the INFINET and / or a public network and / or a Virtual Private Network) and / or with the help of media exchange and / or both and / or a combination of any of these depending upon the various factors affecting such a decision.		
25.	Support inter-operable open image standards and be capable of being viewed by any standard browser.		
26.	System should be able to capture both front and back images of individual instruments as under: ·Front gray scale-100 DPI or more-JPEG format with JPEG compression. ·Front black and white-200 DPI or more-TIFF Format with CCITT G4 compression. ·Reverse Black and white 200 DPI or more-TIFF Format with CCITT G4 compression. ·Ultra Violet (UV) 100 DPI or more-JPEG format with JPEG compression		
27.	Online validation of account numbers with Account name to be available at the time of data entry in the software. If Bank decides to have validation reports developed for checking of the data entries by checker for faster data entry to save on time, this functionality too should be made available. Support the interface through web service, DB link and APIs for integration with third party applications.		
28.	System should be able to identify the city code where the scanning is done to segregate Outstation Instrument(s), which		

	should not be presented in Local clearing to avoid returns on this count.		
29.	Inward Returns should be properly generated from Banks/ Offices end and upload into CHI/DEM System after properly digitally signing done through Banks end.		
30.	System should have all features to handle all types of clearing processing for banks i.e. processing of clearing files with proper digital signing mechanism and automatic presentation to CHI/DEM System as well.		
31.	Should allow deletions of images and data from batches through proper work class authority.		
32.	Image should be easily retrievable by using the unique sequence no, Instrument no. with date, instrument amount, physical storage location no, respective grid region etc. (search based on various criteria)		
33.	Should link the MICR data in the files created to the corresponding image.		
34.	Bidder should have the utility to split the inward extracts (before data entry) Gridwise as per requirement of Bank. The option to split the files to be made available at CTS solution for input of the Service Branches.		
35.	The solution should have the capability to host centrally Digital signing of the verified batches before pushing to DEM.		
36.	The system should have the capability of generating the settlement reports without manual intervention by taking data directly from NPCI as per Bank's CBS up loadable file format.		
37.	System to be capable in uploading of Bank's CBS file (BTF) file in outward clearing as per BTF file format of Bank.		
38.	Provision in the solution to be available for the facility of Bulk/Partial returns.		
39.	Should allow changes in MICR data by all Bank officials or designated officials		

	identified by Bank and properly record and generate the FLAG as per latest clearing House requirements by statuary and regulatory bodies of India.		
40.	Images and data to meet the IQA/IQU and security specifications from RBI/ NPCI with proper image quality and in compression mode.		
41.	Track and monitor the sending and receiving items from the various points of truncation. Single window Dash boards for all clearing cycles should be available to track the transactions either processing at Bank level, Zonal or Branch level.		
42.	Grid wise Reconciliation of RBI / NPCI Inward clearing data with the images received		
43.	It should have proper segregation of CTS, Non-CTS & Special Clearing instruments with priority set for NON-CTS & Special clearing instruments for early presentation depending on the clearing session time. Provision to convert the batches from CTS to Non-CTS, CTS to Special Clearing and Vice-versa should also be available through front end menu options.		
44.	Passwords must be kept encrypted into the database and should not be visible anytime on the screen or kept in plain text of configuration files. No hard coding of Application user password is allowed and the same may be changed periodically as per Bank"s security policy.		
45.	Ensure that the image and the data record are synchronized in a way to prevent mismatch between Data record and image record.		
46.	Direct access to solution/ application, OS and Database should only be provided to the authorized users		
47.	System should have facility to allocate limits to the users for each type of transaction and over-riding of the limit with higher authority user.		
48.	System should provide option to disable/enable maker-checker facility with one or two checkers for validation of each		

	transaction.		
49.	Dynamic parameter based screen inquiry to allow the user to input specific parameter and get the results they need.		
50.	The system should have provision for exception handling like Hold Back before dispatching the image to RBI / NPCI. Before day end, it should raise exceptions of such instruments present for the days clearing.		
51.	Should be able to generate reports on frequent Cheque returns for an account.		
52.	It should be able to generate Cheque return memo as per Bank's format with optional feature to include image of the instrument, if desired. Provision to generate Return memo in specific format for its client should also be available.		
53.	Dashboard/graphical representation facility to supervisor to note the volumes and distribute the workload accordingly between users for both entry and verification. The complete detailed dashboard should be provided to the selected users giving all type of reports/ information on outward & inward clearing. The dashboard should have a common display pertaining to each grids mentioning the total number of instruments scanned, data entry done, QC done etc., and their pending no. on a centre wise locations in a single window.		
54.	The proposed solution should be single integrated solution for Inward Clearing / Outward Clearing / Reject processing with a single database system for all the modules instead of multiple systems.		
55.	The system should have provision for migration of account master / mandate / Signature from Finacle to proposed solution if required by Bank and there should be front end/menu driven facility for importing incremental data on daily basis.Bidder has to complete it without any additional cost/charges to the Bank		
56.	Proposed solution/System should provide separate Admin Modules for System and User Admin functionalities.		
57.	The Solution/system should be portable with		

	latest version and Processor of the relevant Operating System.		
58.	The software should support ORACLE RDBMS packages with latest version. Support multi node RAC on Oracle to achieve workload management for failover and load balancing purposes.		
59.	The software should be platform Independent		
60.	The software should be accessible from Client PCs with Win7,Win8.x and above		
61.	The software should be accessible from Client PCs through all major browsers like Internet Explorer, Mozilla Firefox, Google Chrome, Safari etc.		
62.	The software should have User Defined Purging Parameters		
63.	Selection of branch for scanning to be done from list of branches attached to that hub or branch under respective grid location.		
64.	Option to select the product code at the time of scanning to enable generation of output file for CBS according to Bank's requirement. Also feature to create/design new product codes with the product type as per requirement received from time to time.		
65.	Segregation of government cheques at the time of scanning.		
66.	The software should have User Defined Purging Parameters		
67.	The system should be capable of sorting the return cheques from the presented cheques. It should be correlated with the MICR Band and unique scan reference number.		
68.	Option to mark batches specifically as P2F batches, NON CTS batches, special clearing batches, etc. should be available at the time of scanning and during verification also, if not provided at the scanning time.		
69.	Highlight re-scanning of cheques in the same batch. It should also support deletion of Cheques before scanning of batch is completed.		

70.	Option to mark batches specifically as P2F batches, NON CTS batches, special clearing batches, etc. should be available at the time of scanning and during verification also, if not provided at the scanning time.		
71.	Highlight re-scanning of cheques in the same batch. It should also support deletion of cheques before scanning of batch is completed.		
72.	DC/ DR site setups to be configured in auto-real time replication mode for data and images replication with Production site through the proposed solution. Solution should have capabilities for immediate switchover from Primary to DR or vice-versa during presentation session itself and without any kind of data loss.		
73.	For outward clearing, parallel processing of all the cheques should be done viz., MICR data repair, cheque amount entry, deposit amount entry, deposit account no. entry, etc.		
74.	As soon as data entry & QC for one cheque is completed, system should make it available for verification.		
75.	System to allow amount based segregation for verification of cheques and also dual verification of cheques above certain configurable amount levels.		
76.	Option to segregate cheques for collection in NRE account for verification.		
77.	Checkers refer option to be in-built in the system. Cheques once rejected at the time of verification or data entry to be listed for re-checking or final decision.		
78.	Online validation of Bank Master as updated from CH Bank Master to be done as soon as data uploaded on CTS server. Provision for auto-transmission of CHM Files to Off-line captures location either at Banks		
79.	Image should be easily retrievable by using the unique sequence no, instrument no. within range of date, physical storage location no., etc. (search based on various criteria)		
80.	System to support recording of any		

	remarks for particular cheque and preserve in data base and also remark should be displayed to the verifier for appropriate action.		
81.	Menus to be available in system to release user-ids, unlock, delete/un-delete, activate new or expired ids, reset password. Whenever user login through Application user, system should ask user to reset the password at first login itself.		
82.	Configurable limit for user's password attempts and beyond limit, only Admin or IT Users should able to reset the user's id password as per authorization rights provided to them.		
83.	Provision to release queues, locked sessions and to monitor the all running jobs at system as well as user's level.		
84.	Provision for Screen layout changes and use of preferred/standard screen color as per Bank's requirement.		
85.	Provision for magnifying the cheque image portion to read micro-lettering characters / QR code and also to Barcodes from the face of the cheques.		
86.	System should handle future date processing so that processing and presentment can be conducted on specific presentment date.		
87.	System should have capability to read entire/complete MICR Band values available on Cheque and use the MICR results for further processing and presentment.		
88.	Provision to capture and input Cheque Date or Instrument Date from the Cheque image and present it along with Outward Clearing.		
89.	Provision for revert reject of the instruments as per user's requirement.		
90.	Provision for Automatic reports generation, storing at specified location and transmission as per active rules.		
91.	Provision for Inter-operability of Grid Clearing from one grid to other at any point of time.		
92.	Based on this unique sequence number system should throw up exceptions for		

	any instruments presented more than once / on any previous date, for approval and processing further, on the current processing date.		
93.	Solution should be capable of integrating with the Cheque Deposit Kiosk (CDM) and Remote Deposit Capture (RDC) for automatic pickup of scanned instruments/batches at regular interval. It should also maintain unique identification for these remote scanning machines for proper identification and smooth processing.		
94.	Provision for activating MICR line OCR and validation with the system data for Outward and Inward clearing instruments. System should have facility to display the System records and OCR results in separate queues for inward and outward clearing along with cheque image for data corrections and for enriching data quality before presentment and processing to Core Banking Systems.		
95.	Software should support template based scanning to capture various parts of images to accommodate the various types of Instrument during capture.		
96.	Outward should read payee names by ICR/OCR and validate with the agent master uploaded in Core banking software.		
97.	System should have provision for blacklisting accounts for fraud prevention or caution.		
98.	The CTS Software Outward Module should contain all the technical & functional validation checks needed by Bank's workflow/ processes aided by ICR/OCR technologies. Eg.·Account Number Capture & Validation on Instrument etc.) ·Account Flag Validations for Freeze/Closed/Minor etc. Zero proofing for slip & instrument Etc.		
99.	Software should support template based scanning to capture various parts of images to accommodate the various types of Instrument during capture.		
100.	System should be capable for prompting,		

	in case digital signature is missing in Inward files or Bank's Clients files.		
101.	Source of image like from a branch location, Regional Processing unit or ATM or Kiosk etc. has to be captured in Audit Trail and also proper/easy retrieval mechanism should be available.		
102.	Image quality should be user definable and Controllable.		
103.	System should have proper validation during BOD and EOD Activities for the open files / logged in Session and provision to kill the running session without affecting Application.		
104.	Integration with various models/makes of Cheque Scanners to show the cartridge utilization of Cheque Scanners as prompt alert for refilling or replacement of Ink cartridge based on ink status inquiry method available in scanner manufactured SDK.		
105.	Provision to integrate all available CTS Cheque Scanners within the Bank by listing in single dashboard and displaying their active/ status by connecting through Intranet or Internet Connectivity provided by the Bank.		
106.	The proposed CTS solution should be cloud ready application		

Yours faithfully,

For……………………………..

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place: Date:

Technical Bill of Material

Sl. No.	Item Description	Detailed specification including Make & Model, capacity, Quantity
1	Software	
3	Hardware	
4	HSM	
5	Storage	
6	Load Balancer	
7	Network Equipment(If required	

Yours faithfully,

For……………………………..

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place: Date:

Masked Commercial Bid (to be submitted with the Technical Bid)

(Amount in Rs.)

SI. No.	Item Description	Make and Model	Qty at DC	Qty at DR	Total Qty	Unit Price	GST %	GST Amount	Total Price without GST
A. Hardware Cost with 3 years warranty									
1	Server for Data Exchange Module (DEM) with required OS				xxxx	xxxx	xxxx	xxxx	Xxxx
2	Server for CTS Application (Bidder can add more rows , if different configuration servers are required) with required OS				xxxx	xxxx	xxxx	xxxx	Xxxx
3	UAT Server with required OS				xxxx	xxxx	xxxx	xxxx	xxxx
4	Intermediate Server for SFTP, if any				xxxx	xxxx	xxxx	xxxx	Xxxx
5	Server for Archival Solution with required OS				xxxx	xxxx	xxxx	xxxx	Xxxx
6	Hardware Security Module (HSM)				xxxx	xxxx	xxxx	xxxx	xxxx
7	Storage		1	1	xxxx	xxxx	xxxx	xxxx	Xxxx
8	Network devices/load balancer, if required				xxxx	xxxx	xxxx	xxxx	Xxxx
9	Tape Library /Backup device		1	1	Xxxx	xxxx	xxxx	xxxx	Xxxx
10	Any other Hardware and network devices required for implementation of deliverables as per SOW, Technical requirement mentioned in RFP and subsequent corrigendum/ addendums				Xxxx	xxxx	xxxx	xxxx	Xxxx
SUB TOTAL (A)									

	B. Software/Application/Solution Cost with 1-year Enterprise Premium/standard support							
Sl. No.	Item Description	Make and Version	Qty at DC	Qty at DR	Unit Price	GST%	GST Amount	Total Price without GST
1	Web Based CTS Enterprise wide Solution with perpetual licenses with one-year warranty.				xxxx	xxxx	xxxx	Xxxx
2	DEM license at DR Kolkata per grid including Implementation				xxxx	xxxx	xxxx	xxxx
3	SFTP Licences (multiuser)				xxxx	xxxx	xxxx	Xxxx
5	Backup Software				xxxx	xxxx	xxxx	Xxxx
5	Any other software and OS required for implementation of deliverables as per SOW, Technical requirement mentioned in RFP and subsequent corrigendum/ addendums.				xxxx	xxxx	xxxx	Xxxx
	SUB TOTAL (B)							

	C. 4th and 5th Year comprehensive AMC Cost for Hardware								
Sl. No.	Item Description	Make and Model	Qty at DC	Qty at DR	Total Qty	4th Year AMC Price	5th Year AMC Price	GST%	Total Price without GST
1	Server for Data Exchange Module (DEM) with required OS				Xxxx	xxxx	xxxx	xxxx	Xxxx
2	Server for CTS Application (Bidder can add more rows , if different configuration servers are required) with required OS				Xxxx	xxxx	xxxx	xxxx	Xxxx
3	UAT Server with required OS				Xxxx	xxxx	xxxx	xxxx	Xxxx
4	Intermediate Server for SFTP, if any				Xxxx	xxxx	xxxx	xxxx	Xxxx
5	Server for Archival Solution with required OS				Xxxx	xxxx	xxxx	xxxx	Xxxx
6	Hardware Security Module (HSM)				Xxxx	xxxx	xxxx	xxxx	Xxxx
7	Storage				Xxxx	xxxx	xxxx	xxxx	Xxxx
8	Network devices/load balancer, if required				Xxxx	xxxx	xxxx	xxxx	Xxxx
9	Tape Library /Backup device				Xxxx	xxxx	xxxx	xxxx	xxxx
10	Any other Hardware and network devices required for implementation of deliverables as per SOW, Technical requirement mentioned in RFP and subsequent corrigendum/ addendums				Xxxx	xxxx	xxxx	xxxx	xxxx
	SUB TOTAL (C)								

SI. No.	Item Description	Make and Model	Qty at DC	Qty at DR	2nd Year ATS	3rd Year ATS	4th Year ATS	5th Year ATS	GST%	Total Price without GST

D. Software ATS and Enterprise premium/Standard support Cost (2nd ,3rd 4th and 5th year)

SI. No.	Item Description	Make and Model	Qty at DC	Qty at DR	2nd Year ATS	3rd Year ATS	4th Year ATS	5th Year ATS	GST%	Total Price without GST
1	Web Based CTS Enterprise wide Solution with perpetual licenses with one-year warranty.				Xxxx	xxxx	xxxx	xxxx	xxxx	Xxxx
2	DEM license at DR Kolkata per grid including Implementation				Xxxx	xxxx	xxxx	xxxx	xxxx	Xxxx
3	SFTP Licences (multiuser)				Xxxx	xxxx	xxxx	xxxx	xxxx	Xxxx
4	Backup Software				Xxxx	xxxx	xxxx	xxxx	xxxx	Xxxx
	SUB TOTAL (D)									

E. Implementation cost & other charges

SI. No.	Item Description	Qty.	Unit Price	GST %	Total Price without GST
1	One Time Implementation Cost (DC)	1	xxxx	xxxx	Xxxx
2	One Time Implementation Cost (DR)	1	xxxx	xxxx	Xxxx
3	Branch wise Rollout	3045	xxxx	xxxx	xxxx
4	Inward clearing data enrichment charges per instrument for the contract period of 60 months (Avg. 40,000 instruments per day.)	40000 instruments x 25 days x60 month	xxxx	xxxx	xxxx
5	Per Man day cost for future customizations (Valid for 5 years)	100 days	xxxx	xxxx	xxxx
	SUB TOTAL (E)				

F. Facility Management cost at DC, DR for 5 years

SI. No.	Item Description	Qty.	Unit Price	GST%	Total Price without GST
1	Facility Management Cost 1st year		xxxx	Xxxx	Xxxx
2	Facility Management Cost 2nd year		xxxx	Xxxx	Xxxx
3	Facility Management Cost 3rd year		xxxx	Xxxx	Xxxx
4	Facility Management Cost 4th year		xxxx	Xxxx	Xxxx
5	Facility Management Cost 5th year		xxxx	Xxxx	Xxxx
6	Application/ System Expert Facility Management Cost 1st Year, if required		xxxx	Xxxx	Xxxx
7	Application/ System Expert Facility Management Cost 2nd Year, if required		xxxx	Xxxx	Xxxx
8	Application/ System Expert Facility Management Cost 3rd Year, if required		xxxx	Xxxx	Xxxx

Sl			xxxx	Xxxx	Xxxx
9	Application/ System Expert Facility Management Cost 4th Year, if required		xxxx	Xxxx	Xxxx
10	Application/ System Expert Facility Management Cost 5th Year, if required		xxxx	Xxxx	Xxxx
SUB TOTAL (F)					

Summary Sheet		
Sl. No.	Item Description	Price without GST
1	A. Hardware Cost with 3 years warranty (**A)**	Xxxx
2	B. Software/Application/Solution Cost with 1 year warranty support (**B)**	Xxxx
3	C. 4th and 5th Year Comprehensive AMC Cost for Hardware **(C)**	Xxxx
4	D. Software ATS Cost (2nd ,3rd 4th and 5th year) (**D)**	Xxxx
5	E. Implementation cost & other charges **(E)**	Xxxx
6	F. Facility Management cost 5 years **(F)**	Xxxx
Total Cost of Ownership [A+B+C+D+E +F] (in figures)		
Total Cost of Ownership [A+B+C+D+E +F] (in words)		

Note:

a. The calculation for arriving at TCO is properly mentioned in the appropriate columns and we 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 and it will be binding upon our company.

b. 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.

c. 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.

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

e. If the cost for any line item is indicated as zero or blank, then Bank may assume that the said item is provided to the Bank without any cost.

f.   Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.

g. 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.

h. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.

i.   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.

j.   All prices should be quoted in Indian Rupees (INR) only.

k. Bank will not communicate with OEM / OSD for any queries

l.   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.

m. 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.

n. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.

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

p. In case of any discrepancy between figures and words, the amount in words shall prevail.

q. 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.

r. All prices should be quoted in (INR) only.

s. Bidder needs to submit mask commercial BOM mentioning make, model and part code no. along with Technical bid.

t. The TCO (Total cost of ownership) will be exclusive of GST and other applicable taxes. However the GST and other applicable taxes will be paid as per actuals.

u. The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order to the selected bidder.

Place: **Signature of Bidder:** _____

Date: **Name:** _____

                                    Business Address: _____

Commercial Bid

(Amount in Rs.)

A. Hardware Cost with 3 years warranty									
Sl. No.	Item Description	Make and Model	Qty at DC	Qty at DR	Total Qty	Unit Price	GST %	GST Amount	Total Price without GST
1	Server for Data Exchange Module (DEM) with required OS								
2	Server for CTS Application (Bidder can add more rows , if different configuration servers are required) with required OS								
3	UAT Server with required OS								
4	Intermediate Server for SFTP, if any								
5	Server for Archival Solution with required OS								
6	Hardware Security Module (HSM)								
7	Storage		1	1					
8	Network devices/load balancer, if required								
9	Tape Library /Backup device		1	1					
10	Any other Hardware and network devices required for implementation of deliverables as per SOW, Technical requirement mentioned in RFP and subsequent corrigendum/ addendums								
SUB TOTAL (A)									

	B. Software/Application/Solution Cost with 1-year Enterprise Premium/standard support							
Sl. No.	Item Description	Make and Version	Qty at DC	Qty at DR	Unit Price	GST%	GST Amount	Total Price without GST
1	Web Based CTS Enterprise wide Solution with perpetual licenses with one-year warranty.							
2	DEM license at DR Kolkata per grid including Implementation							
3	SFTP Licences (multiuser)							
5	Backup Software							
5	Any other software and OS required for implementation of deliverables as per SOW, Technical requirement mentioned in RFP and subsequent corrigendum/ addendums.							
	SUB TOTAL (B)							

	C. 4th and 5th Year comprehensive AMC Cost for Hardware								
Sl. No.	Item Description	Make and Model	Qty at DC	Qty at DR	Total Qty	4th Year AMC Price	5th Year AMC Price	GST%	Total Price without GST
1	Server for Data Exchange Module (DEM) with required OS								
2	Server for CTS Application (Bidder can add more rows , if different configuration servers are required) with required OS								
3	UAT Server with required OS								
4	Intermediate Server for SFTP, if any								
5	Server for Archival Solution with required OS								
6	Hardware Security Module (HSM)								
7	Storage								
8	Network devices/load balancer, if required								
9	Tape Library /Backup device								
10	Any other Hardware and network devices required for implementation of deliverables as per SOW, Technical requirement mentioned in RFP and subsequent corrigendum/ addendums								
	SUB TOTAL (C)								

SI. No.	Item Description	Make and Model	Qty at DC	Qty at DR	2nd Year ATS	3rd Year ATS	4th Year ATS	5th Year ATS	GST%	Total Price without GST
	D. Software ATS and Enterprise premium/Standard support Cost (2nd ,3rd 4th and 5th year)									
1	Web Based CTS Enterprise wide Solution with perpetual licenses with one-year warranty.									
2	DEM license at DR Kolkata per grid including Implementation									
3	SFTP Licences (multiuser)									
4	Backup Software									
	SUB TOTAL (D)									

SI. No.	Item Description	Qty.	Unit Price	GST %	Total Price without GST
	E. Implementation cost & other charges				
1	One Time Implementation Cost (DC)	1			
2	One Time Implementation Cost (DR)	1			
3	Branch wise Rollout	3045			
4	Inward clearing data enrichment charges per instrument for the contract period of 60 months (Avg. 40,000 instruments per day.)	40000 instruments x 25 days x60 month			
5	Per Man day cost for future customizations (Valid for 5 years)	100 days			
	SUB TOTAL (E)				

SI. No.	Item Description	Qty.	Unit Price	GST%	Total Price without GST
	F. Facility Management cost at DC, DR for 5 years				
1	Facility Management Cost 1st year				
2	Facility Management Cost 2nd year				
3	Facility Management Cost 3rd year				
4	Facility Management Cost 4th year				
5	Facility Management Cost 5th year				
6	Application/ System Expert Facility Management Cost 1st Year, if required				
7	Application/ System Expert Facility Management Cost 2nd Year, if required				
8	Application/ System Expert Facility Management Cost 3rd Year, if required				
9	Application/ System Expert Facility Management Cost 4th Year, if required				
10	Application/ System Expert Facility Management Cost 5th Year, if required				
	SUB TOTAL (F)				

Summary Sheet		
Sl. No.	Item Description	Price without GST
1	A. Hardware Cost with 3 years warranty (**A)**	
2	B. Software/Application/Solution Cost with 1 year warranty support (**B**)	
3	C. 4th and 5th Year Comprehensive AMC Cost for Hardware **(C)**	
4	D. Software ATS Cost (2nd ,3rd 4th and 5th year) (**D**)	
5	E. Implementation cost & other charges **(E)**	
6	F. Facility Management cost 5 years **(F)**	
	Total Cost of Ownership [A+B+C+D+E +F] (in figures)	
	Total Cost of Ownership [A+B+C+D+E +F] (in words)	

Note:

a. The calculation for arriving at TCO is properly mentioned in the appropriate columns and we 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 and it will be binding upon our company.

b. 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.

c. 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.

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

e. If the cost for any line item is indicated as zero or blank, then Bank may assume that the said item is provided to the Bank without any cost.

f. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.

g. 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.

h. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.

i. 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.

j. All prices should be quoted in Indian Rupees (INR) only.

k. Bank will not communicate with OEM / OSD for any queries

l. 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.

m. 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.

n. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.

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

p. In case of any discrepancy between figures and words, the amount in words shall prevail.

q. 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.

r. All prices should be quoted in (INR) only.

s. Bidder needs to submit mask commercial BOM mentioning make, model and part code no. along with Technical bid.

t. The TCO (Total cost of ownership) will be exclusive of GST and other applicable taxes. However the GST and other applicable taxes will be paid as per actuals.

u. <u>The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order to the selected bidder.</u>

Place: **Signature of Bidder:** _____

Date: **Name:** _____

                             Business Address: _____

<u>COMPLIANCE CHART</u>

Sub: RFP for Implementation of centralised "Multi Grid" Cheque Truncation System (CTS) Solution on CAPEX Model

Sl. No.	Particulars	Compliance Status (Yes / No)	Page No. Of the bid document submitted
1.	Are Technical & Commercial bid submitted under separate sealed envelopes?		
2	Is the Technical bid made in conformity with technical bid template as per Annexure XVII?		
3.	Is the Commercial bid made in conformity with Commercial template as Annexure XX?		
4.	Are the Technical & Commercial Bids organized properly?		
5.	Are all the pages numbered properly and signed and stamped ?		
6	Is Earnest Money Deposit submitted?		
7	Duly signed Annexures **I to XXVI** are enclosed		
8.	Is the softcopies of the response of Technical, Functional and Commercial RFP submitted in separate?		
9.	Are document in support of all eligibility criteria submitted?		
10.	Are your solution complied with all Scope of work.		
11.	Is the Manufacturer Authorization Form and Original Solution Developer Form submitted?		
12.	Audited Balance Sheet and Profit & Loss Account documents for the last 3 years.		
13.	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:

Performa of letter to be given by all the Bidder participating in the UCO Bank

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

Sir,

Sub: **RFP for Implementation of centralised "Multi Grid" Cheque Truncation System (CTS) Solution on CAPEX Model.**

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

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

The bid submitted herein shall be valid for a period of 180 days from the date of RFP rresponse submission process closes.

Yours faithfully,

Authorized Signatory
Designation
Bidder's corporate name

(TO BE PROVIDED ON Rs.100/- STAMP PAPER)
Self-Certificate for Local Content

Date:__/__/____

I...............S/o, D/o, W/o............................resident of...............................do hereby solemnly affirm and declare as under:

1) That I will agree to abide by the terms and conditions mentioned in the tender specification issued vide ref. no....................dated...................

2) That the information furnished hereinafter is correct to the best of my knowledge and belief and that I undertake to produce the relevant records before to any authority nominated by UCO Bank for the purpose of assessing the Local Content.

3) That the Local Content for all inputs which constitute the Goods .... (mention the procurement) has been verified by me and that I am responsible for the correctness and accuracy of the claims made therein.

4) That in the event of the Local Content mentioned herein is found to be incorrect and not meeting the prescribed norms of Local Content, based on the assessment of an authority so nominated by UCO Bank and that I will be liable as under Clause 9(f) of Public Procurement (Preference to Make in India) Order 2017, as amended.

5) That I agree to maintain all the information regarding my claim for Local Content in our records and that I shall make the requisite information available to UCO Bank as and when required.

6) That *I (name of Manufacturer) do hereby confirm in respect of quoted item(s) that the Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', I am eligible for Purchase Preference under 'Make in India' Policy vide Government of India Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide Orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

OR

That *I (name of Manufacturer) do hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under 'Class-II Local Supplier' Category.

7) That I submit as under:

Name & Details of the Local Supplier (Regd. Office, Manufacturing Unit, Location, Nature of legal entity)	
Date on which this Certificate was issued	
Product for which the Certificate is issued	
Procuring Agency to whom the Certificate is furnished	
Percentage of Local Content claimed	
Name & details of the unit of the Manufacturer	
Sale Price of the Product	
Ex-Factory Price of the Product	
Freight, Insurance and handling	
Total bill of Material	
List & Total cost value of inputs used manufacture of the proposed Goods	
List & Total cost value of inputs which are locally sourced (Attach Certificates of Local Content from Local Suppliers, if the input is not in-house)	
List and cost of inputs which are imported (directly or indirectly)	
Any other information	

8) That the details of the location(s) at which the local value addition made is/are as under:

Sl. No.	Product Details	Name of Place

For & on behalf of
Signature of the Authorised Signatory of the Bidder (insert name, designation & contact number)
Official Seal of the Bidder
Date:
* Strike out whichever is not applicable

<u>**Restriction on Procurement due to National Security**</u>

This Certificate should be submitted on the letterhead of the bidder duly signed by an authorized signatory

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

Dear Sir,

Sub: RFP for Implementation of centralised "Multi Grid" Cheque Truncation System (CTS) Solution on CAPEX Model

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

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

Yours Faithfully,

Authorised Signatory,
Name:
Designation:
Vendors Corporate Name:
Address:
Email:
Contact No.

Manufacturer's Authorization Form (MAF)

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

Dear Sir,

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

We hereby extend our guarantee/ warranty and AMC as per terms and conditions of the RFP No **UCO/DIT/4400/2021-22 Date: 09/03/2022** and the contract for the equipment and services offered for supply against this RFP No **UCO/DIT/4400/2021-22 Date: 09/03/2022** By the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No **UCO/DIT/4400/2021-22 Date: 09/03/2022** In respect of such equipment and services. We undertake to provide back-to-back support for spares and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as AMC period if the above bidder authorized by us fails to perform in terms of the RFP.
Yours Faithfully
Authorized Signatory
(Name:
Phone No.:
Fax:
E-mail