

Request for Proposal (RFP)
For
Implementation of Early Warning Signal vis-a-vis SMA
Management and Reporting (Re-tendering)



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

RFP REF NO: DIT/BPR & BTD/OA/3004/2018-19 Date: 15/10/2018

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

This document is prepared by UCO Bank for Implementation of Early Warning Signal vis-a-vis SMA Management and Reporting (Re-tendering). It should not be reused or copied or used either partially or fully in any form.

Disclaimer

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

OBJECTIVES

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, hereinafter called "The Bank", is one of the leading public sector Bank in India having nearly 3000+ branches, spread all over the country. Bank has deployed Finacle as a Core Banking Solution for all its Branches and is in the process of updating/strengthening / automating / supplementing all operations in the controlling offices / CBOs / branches.

RBI vide its Circular No:-RBI/2014-15/590 - DBS.CO.CFMC.BC. No.007/ 23.04.001/2014-15 dated 07.05.2015 (addressing to all Scheduled Commercial Banks (excluding RRBs) and All India Select Financial Institutions) advised an illustrative list of some EWS (45 nos.) for the guidance of banks which should alert the bank officials about some wrongdoings in the loan accounts which may turn out to be fraudulent. Subsequently, certain clarifications were issued by RBI vide circular no. DBS.CO.CFMC.No.15437/ 23.04.001/2015-16 dated 30.06.2016. Banks may choose to adopt or adapt the relevant signals from this list and also include other alerts/signals based on their experience, client profile and business models. The EWS so compiled by a bank would form the basis for classifying an account as a RFA.

The tracking of EWS in loan accounts must be integrated with the credit monitoring process in the bank so that it becomes a continuous activity and also acts as a trigger for any possible credit impairment in the loan accounts, given the interplay between credit risks and fraud risks. In respect of large accounts it is necessary that banks undertake a detailed study of the Annual Report as a whole and not merely of the financial statements, noting particularly the Board Report and the Managements' Discussion and Analysis Statement as also the details of related party transactions in the notes to accounts.

The concept of a Red Flagged Account (RFA) has been introduced by RBI in the current framework as an important step in fraud risk control. A RFA is one where a suspicion of fraudulent activity is thrown up by the presence of one or more Early Warning Signals (EWS). These signals in a loan account should immediately put the bank on alert regarding a weakness or wrong doing which may ultimately turn out to be fraudulent. A bank cannot afford to ignore such EWS but must instead use them as a trigger to launch a detailed investigation into a RFA. RBI vide its Circular No:-RBI/DBS/2016-17/28 - DBS.CO.CFMC.BC. No.1/23.04.001/ 2016-17 dated July 01, 2016 (Updated as on July 03, 2017) an illustrative list of some EWS (42 nos.) for the guidance of banks which should alert the bank officials about some wrongdoings in the loan

accounts which may turn out to be fraudulent. Banks may choose to adopt or adapt the relevant signals from this list and also include other alerts/signals based on their experience, client profile and business models. The EWS so compiled by a bank would form the basis for classifying an account as a RFA.

UCO Bank proposes to procure solution to provide with an effective Early Warning Signal Framework which enables holistic, proactive portfolio monitoring solution & well informed corrective action plan. The solution should allow the entire non retail portfolio of Bank which is to be monitored on a daily basis both by automated and manual assessment process and allowing the Bank to identify potential stress in terms of SMA/RFA Accounts in its portfolio well in advance. Against the above backdrop, UCO Bank invites Request for Proposal (RFP) from the prospective bidders having proven past experience and competence in the field providing required solution as per the technical/ functional specification given in this RFP document.

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PART – I

1. INVITATION FOR TENDER BIDS

UCO Bank invites sealed tenders comprising of Eligibility Bid, Technical bid and Commercial bid from experienced selected bidders having proven capabilities of providing solution for Early Warning Signals. The Bank proposes to procure solution to provide with an effective Early Warning Signal Framework which enables holistic, proactive portfolio monitoring solution & well informed corrective action plan. The solution should allow the entire non retail portfolio of Bank which is to be monitored on a daily basis both by automated and manual assessment process and allowing the Bank to identify potential stress in terms of SMA/RFA Accounts in its portfolio well in advance as per the technical/ functional specification given in this RFP document.

The selected bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not be acceptable to UCO Bank.

The Bid details are given below:-

| Bid Details - Control Sheet Table | |
|--|--|
| Tender Reference | DIT/BPR&BTD/OA/3004/2018-19 dated 15/10/2018 |
| Cost of Tender documents | Rs.10,000/- |
| Date of issue of RFP | 15/10/2018 |
| Earnest Money Deposit (EMD) | Rs.10,00,000/- |
| Date of commencement of sale of tender document | 15/10/2018 |
| Pre Bid queries to be received only online at | On or before 30/10/2018 up to 05:00 PM |
| Pre-Bid meeting /Venue | 31/10/2018 at 11:30 AM UCO Bank, Head Office – 2, Department of Information Technology (DIT), 3 & 4 DD Block (5th Floor), Sector – I, Salt Lake, Kolkata – 700 064. |
| Last date, time & Venue for submission of Bid Documents | 14/11/2018 at 03:00 PM at: UCO Bank, Head Office – 2, Department of Information Technology (DIT), 3 & 4 DD Block (5th Floor) Sector – I, Salt Lake, Kolkata – 700 064. (Bid documents should be dropped in the Tender Box, kept at 5th Floor) |
| Opening of Technical bids | 14/11/2018 at 03:30 PM |
| Opening of Commercial Bid | Will be advised subsequently to the bidders qualifying in technical Bid |

| | |
|------------------------------------|--|
| Address of Communication | UCO Bank, Head Office – 2, Department of Information Technology (DIT), 3 & 4 DD Block, Sector – I, Salt Lake, Kolkata – 700 064 |
| Email Address | <u>hodit.calcutta@ucobank.co.in</u> |
| Contact Telephone / Fax No. | Tel: 033 4455 9775 / 9758 Fax: 033 4455 9063 |
| Contact Person | Mr. Ravi Shankar Pathak Chief Manager (IT) |

Note: Bids will be opened in presence of the bidders' representatives. 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.

Any bid received after specified date and time of the receipt of bids as mentioned above, will not be accepted by the Bank.

UCO Bank is not responsible for non-receipt of response to RFP within the specified date and time due to any reason including postal holidays or delays. In case the specified date of submission & opening of bids is declared a holiday in West Bengal under NI Act, the bids will be received till the specified time on next working day and Technical Bid will be opened at specified time on that day.

The bidder appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project.

Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the scope of work.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the RFP document shall be the governing document for arrangement between the Bank and the selected bidder in terms of this RFP document.

Bids once uploaded, 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.

The bid documents should be strictly as per the following terms and conditions:

2. SUBMISSION OF BIDS: GENERAL TERMS & CONDITIONS

- 2.1 Separate Eligibility, Technical and Commercial Bids along with the soft copies duly sealed and super-scribed as – “Implementation of Early Warning Signal vis-a-vis SMA Management and Reporting (Re-tendering)”. (Eligibility/Technical / Commercial Bid) respectively should be put in a single sealed outer cover duly

sealed and super-scribed as – “Implementation of Early Warning Signal vis-a-vis SMA Management and Reporting (Re-tendering)”. The bids should be submitted in the following sequence only in separate sealed envelopes super scribed as “Implementation of Early Warning Signal vis –a –vis SMA Management and Reporting (Re-tendering)”. Eligibility/Technical/Commercial) properly hard-binded:-

- i. Eligibility Bid – Hard & Soft Copy
- ii. Technical Bid – Hard & Soft Copy
- iii. NEFT Receipt for Cost of Tender Document submitted online ,EMD in the form of BG and Pre Contract Integrity Pact
- iv. Commercial – Hard & Soft Copy

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

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

2.3 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. The Eligibility and Technical offers must not contain any price information. UCO BANK, at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

2.4 The Eligibility offer should contain proof for each of the points for eligibility evaluation. Any credential detail not accompanied by relevant proof documents from the bidders will not be considered for evaluation.

2.5 Commercial Offer should be strictly quoted in the format as given in the RFP strictly in separate sealed envelope and for periods as mentioned. Prices quoted by bidders should be exclusive of all costs such as GST and other applicable taxes (if any). The bidder is requested to quote GST and other applicable taxes (if any) in separate columns as per the Commercial Format provided by the Bank. The bidders should quote strictly in Indian Rupees ('INR'). Bids in currencies other than INR would not be considered.

2.6 The soft copies of the bids shall be uploaded on the portal address given in Bid Control Sheet Table, on or before the date specified therein.

2.7 The Bank is not bound 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 and without any cost or compensation therefor.

2.8 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.

- 2.9 The Bank reserves the right to modify any terms, conditions or specifications for uploading 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 bids from the participating bidders.
- 2.10 Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its selection as THE VENDOR.
- 2.11 The bidder shall bear all costs associated with the preparation and online submission of its bid, attending Pre-bid meeting etc. and Bank will in no case be responsible and liable for these costs, regardless of the conduct or outcome of the bidding process.
- 2.12 Bids shall remain valid for 180 days from the date of opening of technical bids uploaded by the bidders. The Earnest Money will have to be submitted for a period of 180 days from the date of opening of the bid. A bid for a shorter period may be rejected by Bank as non-responsive.
- 2.13 In exceptional circumstances, Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by fax / email. The Earnest Money provided shall also be suitably extended. A bidder may refuse the request without forfeiting its Earnest Money. A bidder granting the request will not be required nor permitted to modify its bid.
- 2.14 Any effort by any bidder to influence Bank in its evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid.
- 2.15 The eligibility bid will be evaluated first and only those bidders, deemed eligible as per the eligibility criteria mentioned in this RFP, will be shortlisted for technical evaluation; the qualified bidders will be notified separately. Commercial Bids of only those short-listed-bidders, who have qualified in Technical evaluation, will be opened by the Bank, the date of which will be notified separately.
- 2.16 The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and GST / other applicable taxes (if any) will not affect the Rupee value of the commercial bid over the price validity period.
- 2.17 Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the validity period.
- 2.18 Further, subsequent to the orders being placed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in GST and other applicable taxes (if any).
- 2.19 The Bank shall be under no obligation to accept the technical solution offered or the lowest or any other offer received in response to this RFP notice.
- 2.20 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 cancel the entire RFP process without assigning any reasons whatsoever at any stage of the RFP process without assigning any reason whatsoever.

- 2.21 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.
- 2.22 Bids once submitted shall not be returned to the Bidder in future.
- 2.23 The technical bid shall be uploaded strictly in conformity with the Scope of Work.
- 2.24 The Bank expects the selected bidder to adhere to the terms of this RFP document and would not like or accept any deviations to the same.
- 2.25 The number of SMSs generated per day is indicative only.

3. PERIOD OF BID VALIDITY

Bid shall remain valid for 180 days from the date of opening of the technical bids uploaded by the bidder. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period.

4. 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 therefore.

The selected bidder needs to execute a **Service Level Agreement (SLA)** as per format to be supplied by the Bank covering inter alia the terms and conditions of this RFP.

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 30 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.

5. TENDER DOCUMENT AND FEE

A complete set of tender documents can be obtained from the following address during office hours on all working days on submission of a written application. The bidder participating in the RFP is required to submit a non-refundable fee of **Rs.10,000/-** (Ten Thousand Only) for Implementation of Early Warning Signal vis-a-vis SMA Management and Reporting through NEFT mode on or before the date & time

of technical bid submission. The bidder has to provide Bank with the UTR no. generated after the NEFT (hard copy of the receipt generated should be submitted along with the bid documents), failing which the bid of the concerned bidder will be rejected.

The Bank details for Tender fee are as below:

- ✓ Account Number-18700210000755
- ✓ Account Name- M/s H.O. DIT
- ✓ Type of Account-Current
- ✓ Branch- DD Block, Salt Lake branch
- ✓ IFSC- UCBA0001870

| | |
|--|--|
| The Deputy General Manager , UCO Bank, Head Office – 2, Department of Information Technology , 3 & 4 DD Block (5 th Floor), Sector – I, Salt Lake, Kolkata – 700 064. | Phone no: 033-44559775/9758 Fax no: 033-4455 9063 E-Mail: hodit.calcutta@ucobank.co.in |
|--|--|

6. Earnest Money Deposit

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 180 days with a further claim period of 30 days in favor of UCO Bank payable at Kolkata for an amount mentioned below:

| RFP Description | Amount (in INR) |
|---|----------------------------|
| Implementation of Early Warning Signal vis-a-vis SMA Management and Reporting (Re-tendering) | 10,00,000/- |

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

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

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

- d. EMD should be submitted strictly in the form of BG only in a separate sealed envelope along with Cost of Tender Document wherever applicable. In case, it is not found in a separate envelope, Bank may reject the bid and Bank will not have any liability to return the EMD.
- e. Any deviations / modifications in the Bank Guarantee from the ones provided in the annexures will not be accepted by the Bank.

Note:

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

We clarify that:

Exemption from submission of tender cost and EMD shall be given to bidders who are Micro, Small & Medium Enterprises (MSME) and are registered with National Small Scale Industrial Corporation Ltd. (NSIC) under its "Single Point Registration Scheme". The bidder has to submit necessary document issued by NSIC to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC which are valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining NSIC registration will not be considered for EMD 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).**

Bids received without EMD and tender cost for bidders not having valid NSIC registered documents for exemption will not be considered.

7. REJECTION OF BID

The Bid is liable to be rejected if:

- 7.1 The document doesn't bear signature of authorized person.
- 7.2 It is received through Fax/E-mail.
- 7.3 Any part of the bid document is received in hard copy.
- 7.4 It is received after expiry of the due date and time stipulated for Bid submission as mentioned in Bid Control Sheet.

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).

9. INDEMNITY

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

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

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

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

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

Separate Eligible, Technical and Commercial Bids duly sealed and superscribed as "Eligibility bid", "Technical bid" and "Commercial bid" respectively should be put in a single sealed outer cover duly sealed and super-scribed "Bid for Implementation of Early Warning Signal vis-a-vis SMA Management and Reporting (Re-tendering) – (Main Copy)" as per bid details given in the RFP.

The bids shall be uploaded at the website (address given in Bid Detail - Control Sheet Table), on or before the date specified therein. Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the System Integrator or Bidder.

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

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

Note:

- If any file is found to be uploaded with price information as part of Eligibility or Technical Offer then that bid will be rejected summarily.
- If commercial bid is not submitted as a separate file with suitable nomenclature as "Commercial Bid", this will constitute grounds for declaring the bid non-responsive.

10. PRE BID MEETING

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bank intends to hold a pre-bid meeting on the date & time as indicated in the Bid Details – Control Sheet Table. The queries for the pre-bid meeting should reach us in writing or by email (As per Bid Control Sheet) at [**hodit.calcutta@ucobank.co.in**](mailto:hodit.calcutta@ucobank.co.in). It may be noted that no query of the bidders shall be entertained if received after the above mentioned date. Queries raised by the prospective bidders and the Bank's responses will be available at Bank's web site.

Only authorized representative of bidder will be allowed to attend the pre-bid meeting.

PART-II

ELIGIBILITY CRITERIA FOR THE BIDDER

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

| Sl. No. | Criteria | (Proof of documents must be submitted) |
|----------------|---|---|
| 1 | The Bidder should be a registered as company in India under the Companies Act, 1956/2013 and should have been in operation for at least three years. | Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted. |
| 2 | The bidder submitting the offer should have positive net worth in each of the three financial years and should have registered annual turnover of Rs 3 Crores per year during last three financial years i.e. (2015-16, 2016-17 and 2017-18). | Copy of the audited balance sheet and profit and loss statement of the company showing net-worth and turnover of the company for the last three years i.e. (2015-16, 2016-17 and 2017-18) should be submitted. |
| 3 | Bidder should be a profit making company i.e. Profit after tax for at least any one of the last 3 financial years (2015-16, 2016-17 and 2017-18). | Copy of the audited Balance Sheet showing profit of the company should be submitted. |
| 4 | The bidder may be either an OEM (Original Equipment Manufacturer) or an Authorized Partner or System Integrator of the OEM whose product they are proposing. In case the OEM does not deal directly then authorized partners or SIs may bid on behalf of OEM. | Manufacturers Authorization letter from OEM in favour of Bidder must be provided on their letter head. |
| 5 | The bidder should be empanelled by any Scheduled Commercial Bank for providing proven solution complying to RBI guidelines with respect to EWS | The bidder has to provide Purchase Order/Client Certificate/Invoice relating to providing EWS software solutions (complying to RBI guidelines & Bank's guideline from time to time) to any Scheduled Commercial Bank for providing proven solution complying to RBI guidelines with respect to EWS after masking the prices |

| | | |
|----|---|--|
| 6 | The proposed system & support services must have been implemented by the respective bidder for any Scheduled Commercial Bank in last 3 financial years | Masked PO or Invoice / Satisfactory certificate from client to be submitted. |
| 7 | <p>The Bidder should be able to collect/extract data from the data aggregator such as Peer Banks, Stock exchange, Govt. agencies, CRILIC, Credit Bureau, CERSAI, Rating agencies, information agencies etc. if any membership is to be taken to obtain the data from the data aggregator, the bidder has to inform the Bank to get the membership from the data aggregator.</p> <p>The Bidder should be able collect/extract data i.e., the relevant signals (Apart from RBI's illustrative list of some EWS (42 nos.) operational indicators and also include other alerts/signals based on their experience, client profile and business models.</p> <p>The EWS-RCA Report so compiled by the software solution would form the basis for classifying an account as a RFA as well as the basis for non-classifying an account as a RFA, as the case may be.</p> <p>Bank will make payment for the membership fee only. All integration charges will be borne by the successful bidder.</p> | Declaration from Bidder to be submitted. |
| 8 | The bidder should have support office in Kolkata. | Self – declaration to be submitted. |
| 9 | Bidder should not have been debarred/black-listed by the Government / Government Agency / Banks / Financial Institutions in India during the last three years | Self-declaration this effect must be submitted in company letter head. |
| 10 | The Bidder / Vendor should not have any other business relationship with UCO Bank Limited including its Directors and officers and nor have any conflict of interest. The Bidder / Vendor shall on occurrence of | Self – declaration of the Vendor / Bidder to be submitted |

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| | any such event immediately inform the concerned authorities of the same | |
|--|---|--|

Note: - Note: All eligibility requirements mentioned above should be complied by the bidders as applicable and relevant support documents should be submitted for the fulfillment of eligibility criteria failing which the Bids may be summarily rejected. Self-declaration needs to be signed by the Authorised Signatory of the Bidder. Non-compliance of any of the criteria can entail rejection of the offer. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the Bank decides, originals / certified copies should be shown for verification purpose.

The Bank reserves the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the offer ab-initio.

PART-III

11. BROAD SCOPE OF THE WORK

11.1 Bank intends to procure EWS Solution at DC and DR location with 5 years support contract. The main scope is implementation of Early Warning Signals (EWS) solution is to have a report on market intelligence and portfolio analysis of Corporate Advances, its Inter Bank comparison /analysis & dynamic monitoring through Auto Alert System, etc. and recommendations for strategic decisions at account/ portfolio level.

11.2 EWS solution broadly covers the following scope of work : (details given in Annexure-II):

11.3 The solution proposed by the bidder must have compatibility with Core Banking Solution. The broad scope of work is as follows :

- Supply, Installation, Development / Configuration, Customization, Implementation, Management and Maintenance of all necessary hardware and software to provide standard feature of functional and technical requirements as mentioned in Annexure-II

11.4 The schedule of Requirements / Deliverables include (but is not limited to) the following:

- Hardware: Right sizing of hardware, supply, installation, development /configuration, customization, installation and successful commissioning. The hardware / solution should support existing infrastructure including networks and should be capable of working on / integrating various platforms / tools available within the existing IT architecture of the Bank.
- Software: Supply, installation, Development / Configuration, Customization, Implementation, Management and Maintenance of all necessary software.
- Customized Application: Customization should be done as per the Bank's requirements and these should be documented properly. Software provided by the OEM along with customizations would form the complete software as per the requirements defined by the Bank.
- Implementation services: The Bidder / Vendor must develop a comprehensive and detailed approach and strategy for implementation of the proposed solution. The plan should be scalable, flexible as per the requirement of the Bank.

- Testing Services: Conduct testing for the hardware and software system, application and any customized components. Testing will include, but not limited to System Integration Testing (SIT), User Acceptance Testing (UAT), etc. and any other testing required for successful go-live of the project.
- Documentation: Provide all necessary documentation relating to the implementation including, but
- Not limited to the following: Project Charter, Solution Architecture and Design, Architecture /
- Technical diagrams, User manuals, System flow documentation, Technical manuals, Training Manuals, UAT Test and other Tests scripts, Standard Operational Procedures. Manuals should be provided in printed duly hard bounded form and 2 sets in soft copy duly labeled and indexed working CD / DVD. All installation and configuration reports, documents, diagrams, etc. are to be supplied before commissioning.
- Warranty / Post-Warranty Services: The Bidder / OEM must support the solution implemented (including hardware and software) under the contract for the EWS Solution under the warranty period of 1 year from go-live and also ATS / AMC for 3 years from expiry of warranty period. The Bidder / OEM must submit a detailed plan including the manpower to be deployed during the post implementation support of the solution. Manpower can be changed only with an advance approval from the Bank. The Bidder / OEM must conduct two DR drills after Go Live of the solution in conjunction with the Bank or as required by the Bank in a period of 1 year from the date of Go Live. The Recovery Point Objective (RPO) for DR is 30 min. and Recovery Time Objective (RTO) for DR is 60 min.
- On-Site Support: The successful Bidder / OEM shall provide onsite support for a period of 12 months from Go-Live which can be extended for a further period at mutually agreed terms. The successful bidder needs to provide the price breakup of the resources allocated during the 4 years support period. On Bank's request, the successful bidder is bound to increase the onsite support resource at the cost specified in the price breakup. The successful Bidder / OEM would need to provide system maintenance support and on-site support is given in SLA.
- Installation, Maintenance and Support :
- Seamless integration of supplied, customized, developed software for Bank to meet the Bank's Functional, Operational, Risk Management, Regulatory and MIS requirements of Credit Monitoring Group (CMG) with all required interfaces. Integrate the proposed solution with Bank's Core Banking Solution with necessary interface on real time basis.

- System should support RBI's guidelines pertaining to Credit Monitoring framework issued from time to time.
- The proposed solution should provide audit reports and Tools for the Bank's internal / concurrent / statutory / SEBI / RBI Audit / inspections / RBS RBI.
- All data files transmitting through various interfaces should be in encrypted form.
- Any new regulatory requirement during / after implementation must be covered.
- The hardware should be scalable to support additional users and modules.
- Necessary support should be provided to the IS Auditor appointed by the Bank for conducting Vulnerability Assessment and Penetration Testing (VAPT) on the solution supplied.
- Closure of all VAPT /IS Audit / any other Audit / testing observations pertaining to the proposed solution within time frame stipulated by Bank without any additional cost to the Bank. The observations may be made at any frequency by the Bank or Bank appointed external system audit team.
- Vendor / OEM will be required to provide root cause analysis for all performance and availability problems within 5 days of problem occurrence.
- The implementation of the hardware and software solution should be in line with applicable standards.
- Undertake and assist the bank officials for Access control activities, Performance Tuning activities, server administrator activities, and any other activities as required by the Bank.
- Monitoring and confirming the DR replication and performing DR.
- Compliance to Bank's policies like IT Policy, Security Policy, etc.
- The major responsibilities as specified above are indicative only and are not exhaustive in any manner.

12. SCOPE OF EWS SOLUTION

The Bidder would be responsible for implementing a well-defined solution for Early Warning Signals (EWS) for Corporate Portfolio accounts, which will enable the Bank to:

- Implement and Integrate the Solution for data extraction ;

- Collate and consolidate structured / semi-structure / un-structured information / data from all available channels
- Generate Network analytics, data analytics & sentimental analysis, which will facilitate analysis of credit appraisal proposal, identification of early weakness in the credit portfolio, better decision making, a quick response system and proactive monitoring of all borrower accounts;
- Analytical Dashboards for users
- Support for training, trouble shooting and enhancements
- Compliance of guidelines of regulatory authorities
- Compliance of Security / audit / DR / Vulnerability aspects of the Bank

As part of the overall scope of the RFP, the Bidder / Solution Provider needs to interact with Bank's business team, gather and finalize functional requirements. Bidder / Solution Provider should incorporate global best practices while defining requirements.

The functional and technical requirements of the EWS Solution System are given in Annexure-II.

The successful bidder is required to provide training to 30 numbers of Bank Officials for one week at Bank Premises.

13. SCHEDULE OF IMPLEMENTATION

The selected bidder has to provide the SMS Services as per the 'Broad Scope of Work' mentioned herein above within 30 days from the date of award of contract / Purchase order.

14. ACCEPTANCE TESTS

The selected bidder in presence of the Bank authorized officials will conduct acceptance test. No additional charges shall be payable by the Bank for carrying out these acceptance tests.

15. UPTIME

Detailed requirement as per scope of the Project. System will be considered to be up when accessible by the user without any performance / response time degradation.

Sample calculation for uptime on monthly basis:

Uptime (%) = (Sum of total hours during month – Sum of downtime hours during month) x100/ (Sum of total hours during month)

Total hours during the month should be calculated based on criticality of the system. Total Hrs. during month = 24x30

Minimum weekly uptime requirement is 99%.

16. AUDIT BY THIRD PARTY

Bank at its sole discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank before issuance of Letter of Intent and during the contract period.

17. PAYMENT TERMS

- 17.1 Payment will be processed only after submission of necessary documents like delivery Challans, Installation/commissioning report duly signed by authorized bank person, accompanied by the Invoice.
- 17.2 The bidder/OEM must accept the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the System Integrator (SI), in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- 17.3 The payment shall be made according to the final commercial bid submitted by the selected bidder for the bank, the broad payment terms as per milestones / deliverables / quality expectation are as follows :

| I. Payment for the Supply of required Software, Design, Installation, Implementation, configuration, integration and Commission of the EWS Solution shall be made as per Scope of Work. | |
|--|------------------------|
| 1. On delivery of product, execution of Agreements and submission of all documents including Performance Bank Guarantee | 20% of total cost of I |
| 2. On completion of customization as per requirement of Bank & successful completion of UAT | 20% of total cost of I |
| 3. Implementation of Solution as per the scope of RFP | 20% of total cost of I |
| 4. Completion of training & handing over of all documents | 20% of total cost of I |
| 5. After completion of warranty period | 20% of total cost of I |

Proposed solution & related hardware & software should be maintained with back to back 24X7X365 support from the respective OEMs by the bidder till the

end of the contract period. Also, onsite support should be provided from 10:00 AM to 7:00 PM on all Bank working days from the date of go live. Onsite support shall be available on call for attending to emergency situations like application crash, application down, etc. including bank holidays/non-working hour. All the payments to the Successful Bidder shall be subject to the performance/ delivery of the Services to the satisfaction of Bank for this purpose.

- 17.3.1 Penalties / liquidated damages, if any, shall be deducted from the invoice value.
- 17.3.2 The Successful Bidder shall be solely liable for the payment of all the past, present and future Central, State and local levies, direct/indirect taxes, duties, fines and penalties (including without limitation, excise duties and customs duties, etc.) by whatever name called, as may become due and payable in relation to the Services.
- 17.3.3 All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts quoted and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging.
- 17.3.4 Under no circumstances Bank shall be liable to the Successful Bidder and/or its employees/personnel/representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract.
- 17.3.5 UCO Bank shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Successful Bidder or any other person engaged by the Successful Bidder in the course of performance of the Service.
- 17.3.6 UCO Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the Successful Bidder under the Contract, if the Successful Bidder has not performed or rendered the Services in accordance with the provisions of the Contract which the Bank at its sole discretion adjudge.
- 17.3.7 Successful Bidder shall permit Bank to hold or deduct the amount from invoices, for non- performance or part performance or failure to discharge obligations under the Contract.
- 17.3.8 It is clarified that the any payments of the charges made to and received by authorized Successful Bidder personnel shall be considered as a full discharge of Bank's obligations for payment under the Agreement.

18. PAYING AUTHORITY

The payments as per the Payment Schedule covered herein above shall be paid by UCO Bank, Department of Information Technology, Head Office-II, Kolkata.

19. PRICE

19.1 Prices payable to the bidder as quoted by the bidder in the price bid shall be fixed and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

19.2 Prices quoted by the bidder in the price bid shall be valid during the entire contract period.

19.3 The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. GST, sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

20. PERFORMANCE BANK GUARANTEE

The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the date of acceptance of the order or signing of the contract whichever is earlier, for a value equivalent to 10% of the total cost of ownership as per the commercial format. The Performance Guarantee should be valid for a period of **63 (60 Months +3 Months Claim Period) months**. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the bank at its discretion may cancel the order placed on the selected bidder without giving any notice. Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

21. MODIFICATION AND WITHDRAWAL OF BIDS

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by bidders, Bank shall be entitled to forfeit the EMD.

22. ERASURES OR ALTERATIONS

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

23. LANGUAGE OF BID

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

24. BID OPENING AND EVALUATION CRITERIA

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

EVALUATION METHODOLOGY

The evaluation will be a three-stage process -

Phase 1 – Eligibility Evaluation

Phase 2 – Technical and functional Evaluation

Phase 3 – Commercial Evaluation

ELIGIBILITY EVALUATION

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

TECHNICAL & FUNCTIONAL EVALUATION

Bid evaluation methodology that Bank would adopt is as given below:

1. Bidders are required to submit their responses against each functionality as follows in the column "Bidder / Vendor Response" as given in **Annexure-II**.
 - If the functionality is Readily Available in their solution in the Core product.
 - The functionality will be delivered after customization as part of the project within 1 month from Go-Live.

- The functionality cannot be customized.

Scores or Marks will be awarded as per following Matrix:

| Readily Available- (A) | Unavailable | |
|-----------------------------------|---|---------------------------------------|
| | Will be customized within 1 month from Go-Live (B) | Cannot be customized (C) |
| 4 | 2 | 0 |

- The Technical Bid should necessarily contain all Functional, Technical details and other terms and condition of RFP e.g.

- Bidder's proposal should conform to the contents and format of the technical bid listed out in Annexure -II of the RFP.
- Proposals not conforming to the specifications may be rejected summarily. Any incomplete or ambiguous terms/conditions will disqualify the offer.

- The Technical Bid / Scope of the Work submitted by the Bidder will be evaluated based on the terms and conditions of the RFP. Detailed technical evaluation will include,

- Scrutiny of company profile, technical and functional information of proposed hardware, software/service solution, system demonstration of proposed solution, reference calls and site visits of the Banks where the Vendors have implemented EWS solution.
- Whether the solution offered by the Bidder is a complete system as a project and has not integrated any third party solution.
- Upgradation (s) assurance by the Vendor as per requirement of the Bank for the duration of the project. In case of upgradation, the Bank will have right to renegotiate the rates (depending upon prevailing rates) and go in for higher configurations (as per technological developments at that time).
- Capability of the proposed solution to meet future requirements not outlined in the RFP.
- Support on open platforms and solution based on latest technology (both software and hardware)
- In house capability of software development.
- Bidder support facilities [Support requirement like online support / email support as per scope of the project].

- The Bidder has to take the necessary approvals for arranging reference site visit to the reference sites submitted by bidder from the officials of the respective sites. However, Bank will incur the cost towards travel, boarding and lodging (if required) of their staff for site visits.
4. The Bidder should use their own tools/utilities/simulators to demonstrate the features laid in the RFP/evaluation criteria.
 5. The various parameters for technical evaluation and their weightages are given in the table below. At the sole discretion and determination of the Bank, Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

| Sl. No | Particulars | Maximum Marks | Scoring Mechanism |
|--------|---|---------------|-------------------------------|
| 1 | Bidder's Competiveness, experience in implementing EWS Solution and manpower resources. | 20 | Refer Annexure-III of the RFP |
| 2 | Functional Requirements | 50 | Refer Annexure-II of the RFP. |
| 3 | Technical Requirements / as per Annexure-II of the RFP | 20 | Refer Annexure-II of the RFP. |
| 4 | Technical Presentation and Demo of the proposed solution. | 10 | |
| | Total Technical Marks (T) | 100 | |

Note: Marks for functional requirement = Marks obtained in compliance of functional parameters (in Annex-II) x50/Total Marks under functional parameters (no of Parameters X4)

Marks for technical requirement = Marks obtained in compliance of technical parameter (in Annex-II) x 20/Total Marks under technical parameters (no. of parameters x 4)

6. This evaluation will be carried out on a total score of 100 on the basis of the above evaluation parameters defined in this section. However, the detailed scoring mechanism is to be carried out as per Technical Bid Evaluation Criteria (Section 6).
7. The Bidders scoring a minimum of 60 marks based on the detailed evaluation in Technical & Functional Proposal Evaluation would be qualified and short listed for next Phase –Commercial Bid. In case of bidders not scoring the minimum score, Bank at its sole discretion, may scrap the RFP.

8. Bids meeting the eligibility criteria & having complied with the points of Technical Bid and attain minimum technical score shall be qualified for commercial bid opening & evaluation.

COMMERCIAL EVALUATION

The envelope containing Commercial Offers of only those bidders, who are short listed after technical evaluation, would be opened. The commercial offer should consist of comprehensive cost for required solution. Bidder must provide detail cost breakdown, for each and every category mentioned in the commercial bid. After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail. The contract will be awarded only to the successful bidder after final evaluation of commercial bid (will be referred to as L1).

L1 bidder shall be determined based on the 'Total Amount' indicated in Commercial bid in Annexure VI.

BID EVALUATION METHODOLOGY

1. The evaluation of the response to this RFP will be done on a 60-40 Techno-commercial Evaluation Method
2. A comprehensive "Score (S)" will be arrived at after considering the commercial quote and the marks obtained in technical evaluation with relative weights of 40% for commercials and 60% for technical. The Bidder with the highest score will be declared successful.
3. In case the L1 bidder does not deliver the required solutions within the stipulated time frame or L1 bidder is providing unsatisfactory support/service during the contract period, then the Bank can approach L2 Bidder and ask them to match the price with the L1 bidder. In case the L2 bidder agrees to match the price with the L1 bidder, then the contract will be awarded to such L2 bidder. If the L2 bidder does not match the L1 price, the option will be given to L3, L4 bidders and so on.

COMPUTATION METHODOLOGY FOR ARRIVING AT "SUCCESSFUL QUOTE"

A Score (S) will be calculated for all qualified bidders using the following formula:

| Sl. No | Score | Formula |
|--------|------------------------|-------------------------|
| 1 | Commercial Score (CS) | $C_{low} \times 40 / C$ |
| 2 | Technical Score (TS) | $T \times 60 / 100$ |
| | FINAL SCORE (S) | CS+TS |

Where C_{low} - The lowest commercial bid.

C - Commercial quote of the bidder

T - The marks obtained by the bidder out of 100 marks as per the technical evaluation.

The illustration of obtaining scoring percentage as given below:

| Sl. No | Bidder | Technical Score(T) | Commercial quote(c) | $CS = C_{low} \times 40/C$ | $TS = T \times 60/100$ | Score(S) |
|--------|----------|--------------------|---------------------|----------------------------|------------------------|----------|
| 1 | Bidder 1 | 95 | 120/- | 33 | 57 | 90 |
| 2 | Bidder 2 | 95 | 100/- | 40 | 57 | 97 |
| 3 | Bidder 3 | 75 | 130/- | 31 | 45 | 76 |
| 4 | Bidder 4 | 75 | 100/- | 40 | 45 | 85 |

IN THE ABOVE EXAMPLE, BIDDER 2, WITH THE HIGHEST SCORE BECOMES THE SUCCESSFUL T1C1 BIDDER

25. CLARIFICATION OF OFFERS

To assist in the scrutiny, evaluation and comparison of offers / bids, UCO BANK may, at its sole discretion, ask some or all bidders for clarification of their offer / bid. The request for such clarifications 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.

26. SELECTION PROCESS

Technically qualified bidder with the lowest quote based on TCO as quoted in Annexure-VI, will be considered as the L1 bidder.

27. CONTRACT PERIOD

The Period of contract is initially for **Five Years period** which may be further extended for a further period of one year on the satisfactory performance of the Bidder at the sole discretion of the Bank. The performance of the selected bidder shall be reviewed every quarter and the bank reserves the right to terminate the contract at its sole discretion by giving two months' notice without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection. However Bank reserves the right to extend the contract for a further period of one year with the same terms & conditions at mutually negotiated cost. After selection of the vendor, Bank will issue Letter of Intent (LOI) and thereafter vendor has to submit performance Bank guarantee and execute service level agreement with the Bank and thereafter Bank will issue Purchase Order for implementation of Early Warning Signal.

28. 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. for a value of Rs.50 Lacs and above 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:

- a. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- b. Principal to treat all bidders with equity and reason.
- c. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally
- d. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- e. 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.
- f. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- g. 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 warranty/guarantee. Format of IP is attached as **Annexure-X** for strict compliance.

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

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

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

The Integrity Pact should be stamped as per the stamp law of respective state and duly signed with seal on all pages in presence of two witnesses.

29. AWARD OF CONTRACT

The contract shall be awarded to and the order shall be placed with selected L1 Bidder based on the price quoted by the bidder in Annexure-VI. 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.

30. ORDER CANCELLATION (TERMINATION)

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

- a) The selected bidder commits a breach of any of the terms and conditions of the bid.
- b) The bidder goes into liquidation, voluntarily or otherwise.
- c) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- d) If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- e) If deductions of account of liquidated damages exceeds more than 10% of the total contract price.
- f) In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected bidder.
- g) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- h) UCO BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

31. CONSEQUENCES OF TERMINATION

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], UCO BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and

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

- b. In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO BANK, the Vendor herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as UCO BANK may specify including training, where the successor(s) is a representative/personnel of UCO BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

32. LIQUIDATED DAMAGES

Notwithstanding The Bank's right to cancel the order, liquidated damages at 0.5% (Half percent) of the contract price per week will be charged for every week's delay in the specified delivery schedule. The Liquidated Damages including Service Level Penalties would be subject to a maximum of 10% of the total project cost. 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

33. PENALTY

- 1. If, the Bidder fails to deliver and / or install any or all of the Licenses/ Software's mentioned in the Purchase order (PO), Purchaser shall, levy a penalty of a sum equivalent to 1% percent per week or part thereof of the value of purchase order subject to maximum of 10% of the purchase order value of the delayed equipment or unperformed services for that particular location. In case of undue delay beyond a period of 15 days unless otherwise waived by the Purchaser, Purchaser at its discretion may consider the delay as termination of the Contract.
- 2. The bank reserves the right to impose / waive any such penalty.
- 3. 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 if it is 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.

| Level of availability | Penalty amount |
|-----------------------|---|
| >=99% to 100% | No penalty would be deducted |
| >=97.9% to <99% | In 1 st year 2% of invoice payments & 2 nd year onwards 2% of annual support payments |
| >=95.9% to < 97.9% | In 1 st year 4% of invoice payments & 2 nd year onwards 4% of annual support payments |
| >=93.9% to < 95.9 | In 1 st year 6% of invoice payments & 2 nd year onwards 6% of annual support payments |
| >=91.9% to <93.9 | In 1 st year 8% of invoice payments & 2 nd year onwards 8% of annual support payments |
| < 91.9% | In 1 st year 10% of invoice payments & 2 nd year onwards 10% of annual support payments |

34. DISPUTE RESOLUTION MECHANISM

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

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

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

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

the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

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

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

35. JURISDICTION

The jurisdiction of the courts shall be Kolkata.

36. 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.

37. AUTHORIZED SIGNATORY

The selected bidder shall indicate the authorized signatories who can discuss and correspond with UCO BANK, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with UCO BANK, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by UCO BANK.

38. CANCELLATION OF TENDER PROCESS

UCO Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidders.

39. PUBLICITY

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

40. FORCE MAJEURE

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

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

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

41. CONFIDENTIALITY

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

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by UCO BANK;
- To only make copies as specifically authorized by the prior written consent of UCO Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents,

strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and

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

42. NON-TRANSFERABLE OFFER

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

43. PERIOD OF VALIDITY OF BID

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

44. ADDRESS OF COMMUNICATION

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

45. PRELIMINARY SCRUTINY

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

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

46. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER / BID / REVERSE AUCTION PRICE

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.

47. FORMAT FOR TECHNICAL OFFER / TECHNICAL BID

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

- i. Index
- ii. Covering letter (Annexure – I)
- iii. Undertaking to be submitted by authorized signatory in Bidder's letter head stating that the user requirements as per scope of work mentioned in RFP is clearly understood by the bidder. Letter for acceptance and compliance of all the Terms and Conditions of RFP.
- iv. Technical & Functional Requirement (ANNEXURE – II)
- v. Technical Specification(ANNEXURE-III)
- vi. General Details of the bidder(ANNEXURE – IV)
- vii. Copy of Manufacturer's Authorization letter (if applicable) (ANNEXURE –V)
- viii. Letter confirming bid is signed by authorized signatory.
- ix. Valid Bank Draft / Bank Guarantee as EMD.
- x. Valid Bank Draft as Bid price if tender document is downloaded from Bank's website.
- xi. Bidder's Financial Details (audited balance sheets etc.) and other supporting documents, as stipulated in the RFP.
- xii. Copy of this RFP duly signed by the authorized signatory.

All Claims made by the bidder will have to be backed by documentary evidence.

48. FORMAT FOR COMMERCIAL OFFER

The commercial offer should be quoted in Indian Rupees as per the format given in ANNEXURE –VI. The short listed bidder has to keep the finalized price valid for a period of one year from the date of the purchase order. There should not be any escalation in price due to fluctuation in foreign currency or change in duty structure or for any other reasons. However, impact of fall in prices, taxes, duties would be passed on to the Bank suo moto.

49. SIGNING OF THE BID

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by

the duly authorized officers and supported by internal corporate authorizations.

50. COSTS OF PREPARATION & SUBMISSION OF BID

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

51. CONFIDENTIALITY OF THE BID DOCUMENT

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

52. OWNERSHIP AND RETENTION OF DOCUMENTS

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

Encl: ANNEXURES: I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII & XIII.

(Tender Offer Forwarding Letter)

Tender Reference No.: DIT/BPR&BTD/OA/3004/2018-19 dated 15/10/2018

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

Dear Sir,

Sub: Your RFP for “Implementation of Early Warning Signal vis-a-vis SMA Management and Reporting (Re-tendering)” RFP Ref No: DIT/BPR&BTD/OA/3004/2018-19 dated 15/10/2018

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for Implementation of Early Warning Signal vis-a-vis SMA Management and Reporting (Re-tendering) mentioned in the RFP document forming Eligibility and Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility and Technical as well as Commercial Bids by the bank we undertake to Implementation of Early Warning Signal vis-a-vis SMA Management and Reporting (Re-tendering) as per your Letter of Intent/purchase orders.

In the event of our selection by the bank for Implementation of Early Warning Signal vis-a-vis SMA Management and Reporting (Re-tendering), we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period of 4 (four) years effective from the month of execution of the Agreements in favor of UCO Bank.

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

Until a formal contract is executed, this tender offer, together with the Bank's written

acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

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

We enclose the following Demand Drafts:

1. DD No. dated for ₹ XXXXXX/- (Rupees XXXXXXXXX only) as Cost of RFP Document &
2. BG No xxxxxxxxxxxxxxxx for Rs._____dated _____as EMD .

Both DDs are issued in favour of UCO Bank by.....
Bank ,..... Branch payable at Kolkata.

Dated this __day of _____2018

Signature: _____

(In the Capacity of)_____

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

FUNCTIONAL REQUIREMENT

| Sl. No | Particular | Bidder Compliance (A/B/C) |
|--------|--|---------------------------|
| 1 | The scope of implementation would cover 42 early warning signals as stipulated by RBI for identification of Red Flagged Accounts (RFA) for the corporate portfolio and also support any other signals issued by RBI from time to time. | |
| 2 | Financial & Non- financial data sourcing from internal and external source (from data aggregators such as peer bankers, stock exchanges, government websites, Credit Bureau, CIBIL, RBI & ECGC CAUTION ADVICE/WILFUL DEFAULT, NCLT, LISPENDANCE, DRT, CERSAI, RATING AGENCIES, INFORMATION AGENCIES, NEWS, twitter, etc.), INCOME TAX etc for the subject corporate borrower along with its relative peer companies / borrowers for comparative analysis and generation of EWS triggers & dynamic EWS score in such exposures. Product should collect/extract data i.e., the relevant signals (Apart from RBI's illustrative list of some EWS (42 nos.) operational indicators and also include other alerts/signals based on their experience, client profile and business models. The EWS-RCA Report so compiled by the software solution would form the basis for classifying an account as a RFA as well as the basis for non-classifying an account as a RFA, as the case may be. | |
| 3 | Examine related unstructured data, banks process note, rating agencies data, regulatory guidelines, watch list data etc. and provide to the Bank the list of weaknesses in the account and the reasoning for the assessment. For example, preparing 360 Degree profile with respect to each borrower / Group; identifying all Accounts of a particular Group; monitoring customer /group turnover ;identify individuals associated with multiple Legal borrowers as Director / Partner, etc. Analysis of data received as part of credit appraisal note | |
| 4 | Transaction data analysis for identification of triggers & conversion into dynamic risk score. This analysis will be minimum at T+1 through extraction of data from source systems. | |
| 5 | Capability to Map market sentiments, market intelligence and compare companies on market capitalisation, stock price analysis, | |

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| | revenue, capital & reserve, etc. for all listed and non-listed entities, firms with similar sectoral peers. The charts/ trends to be made available on near real time basis. | |
| 6 | Extract Customer Information / Loan Account / Transaction Particulars from various outside sources and Internal Core Banking solution | |
| 7 | Collate & consolidate internal and external data from various sources for analyzing the individual corporate exposures to improve predictability for default. | |
| 8 | Identification of early weakness in the credit portfolio of the Bank by generation of alerts / triggers (e.g. Probability of Default, Probability of delinquency, Liquidity crisis, Economic or Environmental distress leading to Loss / Depletion of Assets, etc.) thus facilitating a quick response system. | |
| 9 | Facilitate input data for new firms, corporate, etc. while considering new relationship. The product should be capable of generating data on new relationships viz. generation of audited accounts of listed and unlisted entities, Director details, cross holding of Directors, defaults and red flags, credit ratings, legal cases, media, linkages of the company, overseas investments, funding of the company through ECB / FCL, etc. | |
| 10 | Solution should have the capability to create triggers based on data value depending on the scenario and functionality of the account apart from the triggers provided by RBI. Trigger and scores are to be assigned for every noticeable weakness. The severity to be finalized along with Bank team. | |
| 11 | Solution is to be flexible enough to extensively cover extraction of SMA accounts as per RBI guidelines and accommodate new data source and build additional trigger points. System should have flexibility to add other alerts if any stipulated by RBI from time to time to classify the accounts under SMA category and Cautioned Account (CA) / Red Flagged Account from the Active triggers based on events. Monitoring existing SMA accounts of the Bank to get alerts and in turn prioritize collections. The solution should also provide flags such as suit filed status, willful defaulter, non-co-operative borrower and customers appearing in fraud. | |
| 12 | Product should be capable to conduct a deep analysis on the overall Industry v/s UCO BANK and peers on product level and borrower level to assist with the product types mapped with Regions/ | |

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| | Zones as required. Solution should have capability to 101 provide peer level comparisons of similar activities or such activities carried out by a specific borrower. | |
| 13 | Solutions should be able to compute distance to default using statistical models on 4 Qtr. scales dynamically sourcing Bank's Internal data and correlating it with external data point. Solution should be capable of identification of accounts/portfolios exhibiting warning signals at a very early stage and should suggest action to be taken in each account of the portfolio. | |
| 14 | Solutions should have an option to record actions required by all stake holders on the basis of EWS score & comments of field functionaries and should be able to generate alerts for effective monitoring. | |
| 15 | Solution should have interface/ dashboards based on Geography, Sector, Portfolio, Industry, Region and any other criteria defined by the Bank. These will be essentially targeted towards top management. | |
| 16 | <p>Designing and implementing scalable data repository for meeting the Bank's present and future requirements for detection of the Early Warning Signals [EWS]</p> <p>a. to also cover the requirements post implementation of IND AS and other likely regulatory changes in future.</p> <p>b. To include fortnightly weekly alerts on expiry of preset parameters critical in nature (Account level/ Portfolio level).</p> <p>c. Separate Data extraction for likelihood of Fraud Cases</p> <p>d. The software may incorporate tested mathematical formula to predict the probability that an account will go into stress or that the borrower will default in say 2 years e.g. to scan CIC/ Rating agencies database for defaulters/willful defaulters, etc.</p> | |
| 17 | Solutions should have the capability to identify potential entries relating to fund diversion, siphoning of funds, related party transactions etc. and provide appropriate work flow. The functionality to provide reliable triggers to identify potential diversion, siphoning of funds, related party transactions etc. | |
| 18 | The product should be compatible in triggering signals pertaining to "Conduct of account/ internal signals" e.g. return of Cheque, devolvement of LCs, invocation of BGs, overdrawing , crystallization of export/ import bills, request for adhoc limits, delay in stock submission, Insurance, Fluctuation in Drawing Power etc. & other | |

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| | credit administration and SMA parameters. Besides, the software should have inbuilt negative (tive) scoring for every EWS trigger and Early Warning Buckets to enable the Bank to take proactive decisions and strategic calls. | |
| 19 | It should be able to integrate data from multiple systems, departments, users, and business entities. | |
| 20 | The product should ensure that all activities be transmitted electronically through intranet with adequate access controls so as to monitor and provide for MIS/ Dashboards. | |
| 21 | It should be capable of identifying all accounts including NPA and SMA with No risk, Low risk, Medium risk and High risk. | |
| 22 | Dynamic monitoring of Corporate portfolio through auto alert system. | |
| 23 | POC (Proof of Concept) on 200 customer provided by the bank for the analysis only to the eligible entities. Data that will be provided by the Bank is given at Table A below. | |
| 24 | The product should enable better decision making by uncovering of hidden patterns, unknown correlations and other useful information from all the data collected. Analyse & provide real time in-depth information / inference for taking appropriate action about vulnerable accounts at every level. | |
| 25 | Bidder has to provide basic information such as : Name of the Company, Industry, Promoters, Customer base, Banking Arrangement, Name of the leader bank and Details of Credit Facilities. | |
| 26 | The financial information of the company should be available such as Sales, PBDIT, Net Profit, Net Worth etc. | |
| 27 | The information regarding Industry like Degree of Dependence on Govt Policies, Type of Demand, etc. must be provided | |
| 28 | GDP growth, Inflation and Interest rates of Economy for the last two financial years should be available | |
| 29 | Brief History, Present position, Conduct of the account, other relevant information and CRILIC report of the corporate borrower should be available | |
| 30 | The product should be capable to provide CORE INDICATORS FOR EARLY WARNING SIGNALS (EWS) & ROOT CAUSE ANALYSIS (RCA) as | |

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| | <p>per RBI's guidelines & so as from time to time accurately.</p> <p><i>The EWS-RCA Report so compiled by the software solution would form the basis for classifying an account as a RFA as well as the basis for non-classifying an account as a RFA, as the case may be.</i></p> | |
| 31 | <p>The product should be capable to provide Operational Indicators for EARLY WARNING SIGNALS (EWS) & ROOT CAUSE ANALYSIS (RCA) as per RBI's guidelines as well as Bank's Operational Guidelines & so as from time to time accurately</p> <p><i>The EWS-RCA Report so compiled by the software solution would form the basis for classifying an account as a RFA as well as the basis for non-classifying an account as a RFA, as the case may be.</i></p> | |
| | Alert Mechanism | |
| 32 | <p>System should have capability to configure additional triggers/scenarios for generating alerts. The Alerts and Triggers are required on real-time basis on any up-dation, addition, deletion in the information of the Borrower. The data update triggers must also include Contact Numbers, Address, Credit Score and PAN number apart from other regular details of changes/updation. Bidder should provide additional triggers without any further cost.</p> | |
| 33 | <p>The EWS - solution should be capable of Setting and generation of different level of Alerts based on severity, Asset portfolio and generating various statistics related to Alerts generated and action taken, so as to cover parameter under functional areas.</p> | |
| 34 | <p>Indicate the severity of Alert and be capable of sending Alerts over email and SMS. Generation of event based SMS/ Email alerts</p> | |
| 35 | <p>Monitor change in customer credit behavior outside UCO BANK on real time/ near real time basis</p> | |
| 36 | <p>New enquiry alerts for credit activity of corporates</p> | |
| | Administrative | |
| 37 | <p>Solution should be capable of providing role based access control system on data and triggers.</p> | |
| 38 | <p>Parameterized Password standards - Min and Max Length, Number of Numerals and Special Characters, Number of times old passwords do not used, Reset Password period, etc. to be done as per Bank's Policy. Password history should be maintained and user shall not be able to reuse previous passwords. The number of passwords in history should be parameterized. Password shall be encrypted and not</p> | |

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| | directly transmitted over WAN/Internet or stored in database or initialization files, registry etc. | |
| 39 | Multiple logins to a single user should not be allowed. | |
| 40 | Maker checker for all operations (user administration, Data changes, etc.) | |
| 41 | The system should have capability to lock the screen if left attended for parameterized time and facility should be provided to either logout or reactivate using User's Password | |
| 42 | The system should be able to define different level (profiles) for different type of users like Branch user, Zonal Office user, Corporate Office user, Admin etc., | |
| 43 | Bidder should provide Enterprise – wide Corporate license Solution. | |
| 44 | Results generated should be made available to the users based on their roles and authorised access. | |
| 45 | In case any data is not source-able then system should have provision of Gap Data screen, with adequate "Maker Checker Control" and Audit Trail tracking. | |
| | Reporting | |
| 46 | To build different types of reports, as an information delivery mechanism to the business users, including but not limited to ad-hoc, analytical, tabular, dashboards, alerts, etc. | |
| 47 | User should be able to generate report for any previous generated date and strict version control of report layout and output to be maintained. It should be possible to configure/ generate various reports daily/ weekly/Monthly/Quarterly/Yearly and as and when required by the Bank and regulatory bodies. | |
| 48 | Users should be able to generate report in PDF/XLS/ XML and XBRL format as per specifications. The system should support export and import of data from MS-Excel and Open Office Formats ad-hoc reports with an easy to use report writing Tool / Wizard. The system should have flat file export functionality to export transaction data and static data in .CSV, .txt, .xls, xlsx, pdf, .rtf , XML etc. | |
| 49 | Solution should be able to identify Potential NPA, stressed account, RFA account, fraud account, etc. and reports should be available. | |
| 50 | Report / Dashboard for graphical comparison of Peer companies. | |

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| | Apart from the pan India data, peer grouping can be set (Private Banks, NBFCs and PSU Banks etc.) To provide Region wise reports to understand portfolio movement by product, etc. | |
| 51 | Report / Dashboard for analysis of EWS scores at different administrative levels, dash board facility for trend analysis with smooth and seamless movement between dashboard layers. Able to refresh automatically/ on-demand the data for dashboard. History of remarks provided by branches should be available on the dashboard. | |
| 52 | Reporting tool should be able to provide in full amount/Lakh/Crore according to requirement. Drill down reporting should be provided with Account wise/ Branch wise/Zone wise/State wise/ District wise/Sectors wise/Industry wise, Size wise Population Group wise, portfolio wise/product wise, etc. | |
| 53 | Exhaustive report, which can be used for Strategy outcomes, Delinquency mapping, Portfolio penetration, etc. | |
| 54 | The Bidder / Vendor should provide Report/Analysis by studying dynamics of its customer inside and outside of the Bank 1) Standard with UCO BANK but NPA with other Bank, 2) Standard with UCO BANK and other Bank, 3) NPA with UCO BANK but standard with other Bank, and 4) NPA with UCO BANK and other Bank | |
| 55 | The System should provide all the reports as per bank requirement and any Ad-Hoc Report if needed. | |
| | Audit | |
| 56 | The system should have Audit Log for all Admin Operations, User Operations, and Configuration Options etc. and should be capable of keeping Audit trail as per Bank policy. | |
| 57 | Bank will perform vulnerability Assessment, IS Audit & other Audits, periodically and all the vulnerabilities are to be mitigated/closed by the bidder without additional cost. | |
| | Training | |
| 58 | Complete training (both class room and hands on mode) on the solution to Bank staff either at locations as per the requirement of the Bank. | |
| | Prepare and submit soft copies of training material, end-user manuals and flow charts. Soft copy of manuals and testing | |

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| | documentation should be handed over to Bank. | |
| 59 | Vendor shall train designated Bank officials on the configuration, operation/functionalities, maintenance, support & administration for software/ /hardware/ Database/ OS/ Middleware, application architecture and components, installation, troubleshooting processes of a proposed solution, etc. | |
| | Support | |
| 60 | Undertake that the online technical support team should be able to resolve the issues/fix bugs identified from time to time and update the solution accordingly without cost. | |
| 61 | Escalation process should be in place for unresolved issues | |
| 62 | Bidder support staff should be well trained & should have understanding of the application to effectively handle queries raised by the Bank staff. | |
| 63 | Bidder should be able to incorporate all the Triggers regulated by RBI. | |

Table: A

| Sl No | Details which will be shared by the Bank for conducting POC for 200 borrowers For Corporate portfolio |
|--------------|---|
| 1 | Customer Information- Name, ID, Geography, Branch, Industry, Business Segment, Account information, Start Date etc. |
| 2 | EOD Balances- Outstanding, Sanctioned, limit lines |
| 3 | Overdue Amounts / DPD information |
| 4 | Information regarding non servicing of interest |
| 5 | Cheque returns data |
| 6 | Internal credit rating |
| 7 | Stock Statement submission schedule and actual reporting |
| 8 | SMA reporting data |
| 9 | Adhoc Sanctions |
| 10 | Primary / Secondary valuation and insurance amounts |
| 11 | Collateral information |
| 12 | Bills due date / over dues |

Technical Requirement

| Sl. No | <u>Particulars</u> | Bidder Compliance (A/B/C) |
|---------------|---|----------------------------------|
| 1 | Data flow and flow of information must be automated with least user intervention | |
| 2 | The Solution should be Secured and must follow a standard development process to ensure that it meets all (functional, security, Data Encryption/Protection, performance, regulatory etc.) requirements of the Bank. Security requirement as per IT/IS policy of the Bank, will be shared with the successful bidder. | |
| 3 | The proposed system should be capable of running on a wide area network, capable of being used from multiple locations, WEB based and on Desktop, Laptop, TABs/Smart phone, etc. and relevant reports on Mobile Apps (Android, IOS, Windows, etc.). The solution should be capable of integrating with various Bank systems viz. Core Banking solution, etc. | |
| 4 | The system should be able to handle multiple business units of the Banks that include branches/Admin offices where required. | |
| 5 | The system should provide a consistent and user friendly Graphical User Interface, generally following the modern GUI standards | |
| 6 | The system should support two-factor authentication and interface with Bio Metric Verification. | |
| 7 | The software developed or customized should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of the Bank. | |
| 8 | <p>The Vendor should comply with Bank's IS Security policy in key concern areas relevant to the RFP. Some of the key areas are as under:</p> <ul style="list-style-type: none"> • Responsibilities for data and application privacy and confidentiality. • Responsibilities on system and software access control and administration , • Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor, • Physical Security of the facilities , • Physical and logical separation from other customers of the Vendor , | |

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|----|---|--|
| | <ul style="list-style-type: none"> • Incident response and reporting procedures , • Password Policy of the Bank , • Data Encryption/Protection requirement of the Bank | |
| 9 | Solution should be capable of storing large data base and finding out trends in customer activities. Solution should be able to handle large number of transactions. | |
| 10 | Solution should provide response time of maximum 10 seconds. | |
| 11 | Solution should be capable of working on/ integrating various platforms/ tools available within the existing IT architecture of the Bank. | |
| 12 | Workflow for creating institutional memory for stake holders for actionable remarks/ comments with automated reminders through SMS & E-mails to both action & info-stakeholders. | |
| 13 | Institutional memory function to be available on browser. Dynamic remark access and participation by authorized users. | |
| 14 | The identification and segregation of digital data from various sources and uploading such data to EWS on real time frequencies. | |
| 15 | Capable of integrating with ADAP (Active Directory Access Protocol) for enabling Single Sign on, without additional cost to the Bank. | |
| 16 | Integration of User Authentication with Active Directory of Bank shall be done by bidder. | |
| 17 | All integration should be in STP (Straight Through Processing) mode without / minimal intervention from user & leverage existing platform system. | |
| 18 | Application should Support Scalability without redesign | |
| 19 | The solution architecture should have capability to be configured in active mode | |
| 20 | Application should have detailed help menu | |
| 21 | The application should have ability to interface with external systems | |
| 22 | The application should have seamless replication of data DC to DR | |
| 23 | Option to control system access should be available through application | |

| | | |
|-----------|---|--|
| 24 | The application should support database & OS level clustering. | |
| 25 | The application should function satisfactorily with low band with (32 kbps VSAT links, 64 kbps Leased lines) branches using existing band with. | |
| 26 | The application should support session timeout within 60 Seconds. | |
| 27 | The solution should show alerts on user dashboard. | |
| 28 | The application should support periodic activity report covering security event & Application usage. | |
| 29 | The system should allow user to download print report along-with pictorial diagram directly from system | |
| 30 | System should allow archiving of historical reports | |
| 31 | The system should have capabilities to send reports to pre-defined users | |
| 32 | The system should provide facility to monitor application, performance database, errors monitoring. | |

TECHNICAL REQUIREMENT

The technical specifications are given below and bidders have to provide compliance for the same.

- 1) Bidder's Competiveness and experience in implementing EWS Solution, Trainings and Manpower Resources.

| Sl. No | Evaluation Parameter | Minimum Requirement | Maximum Requirement | Details | | Documents Required |
|--------|---|---------------------|---------------------|----------------|-------|---|
| 1 | The proposed EWS solution should have been implemented in at least one Scheduled Banks in India | In one bank | In 10 Banks | Implementation | Marks | PO or Work order or Invoice Letter Satisfactory certificate from client to be submitted |
| | | | | 1 | 6 | |
| | | | | 2 | 8 | |
| | | | | 3 & Above | 10 | |
| 2 | The bidders should depute competent resources for the implementation of proposed EWS solutions | 5 Resources | 10 Resources | Resources | Marks | Provide updated CVs and certificate from OEM |
| | | | | 5 | 4 | |
| | | | | 6 | 6 | |
| | | | | 8 | 8 | |
| | | | | 10 | 10 | |
| | | | | | | |
| 3 | | Total | 20 | | | |

- 2) Functional & Technical Requirements / Architectural specifications are given in Annexure-II.

General Details of the Bidder**A. Profile of Bidder****Name of bidder:****1. Location**

Regd. Office:

Controlling Office:

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

| | 2015-16 | 2016-17 | 2017-18 |
|-------------------------|---------|---------|---------|
| Net Worth | | | |
| Turnover | | | |
| Profit after tax | | | |

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

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

Details of Experience in implementation of similar orders like Implementation of Early Warning Signal

| PSU Organisation/BFSI | | |
|-----------------------|--------|----|
| Name of Organisation | Period | |
| | From | To |
| | | |
| | | |

N.B. Enclose copies of Purchase Orders as references

Signature of Bidder: _____

Place:

Name: _____

Date:

Business Address: _____

ORIGINAL SOLUTION DEVELOPER (OSD)

**(LETTER TO BE SUBMITTED BY THE MANUFACTURER ON FIRM'S OFFICIAL LETTER
HEAD)**

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

Dear Sir,

**Sub: Your RFP for “Implementation of Early Warning Signal vis-a-vis SMA
Management and Reporting (Re-tendering)” RFP Ref No:
DIT/BPR&BTD/OA/3004/2018-19 dated 15/10/2018**

We (Name of the OSD) who are established and reputable developers 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 software developed by us against the Request for Proposal received from your bank by the Bidder and we have duly authorised the Bidder for this purpose.

We hereby extend our guarantee/ warranty and AMC as per terms and conditions of the RFP Noand the contract for the solution offered for supply against this RFP No..... By the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No..... In respect of such solution. We undertake to provide back-to-back support 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

Authorised Signatory

(Name:

Phone No. Fax E_mail)

(This letter should be on the letterhead of the Manufacturer duly signed by an authorized signatory)

Commercial Bid (Table-A)

| Sl. No | Name of Items/ work | Cost (X) | GST % | GST Amount (Y) | Total Cost Z=(X+Y) |
|---------------|---|-----------------|--------------|-----------------------|---------------------------|
| 1. | Licensing cost of solution on perpetual basis with unlimited Corporate license with warranty period of 1 year after implementation along with required training | | | | |
| 2. | ATS for 2 nd year | | | | |
| 3. | ATS for 3 rd year | | | | |
| 4. | ATS for 4 th Year | | | | |
| 5. | ATS for 5 th year | | | | |
| 6. | Cost for EWS software with one year warranty period | | | | |
| 7. | ATS for 2 nd year | | | | |
| 8. | ATS for 3 rd year | | | | |
| 9. | ATS for 4 th Year | | | | |
| 10. | ATS for 5 th year | | | | |
| 11. | Manpower cost for 2 year for FM services for two resources including DBA services | | | | |
| 12. | Development / customization cost per man day for 90 days | | | | |

| | | | | | |
|-----|--|--|--|--|--|
| 13. | One week training for 30 Bank Officials in Bank Premises | | | | |
| 14. | Any other application, if required | | | | |
| | | | | | |
| | | | | | |
| | Total (1 to 8) | | | | |
| | Total cost of ownership(In Words) | | | | |
| | Total cost of ownership (In Figure) | | | | |

Note:

- The L1 bidder would be determined based on the lowest cost quoted for Total Cost of ownership.
- In case of discrepancy between figures and words, the amount in words shall prevail.
- The Bank will pay the actual Service tax ruling at the time of period of services rendered and the resultant billing, however bidder to quote applicable taxes in the format given above.
- Bidder confirms that the above mentioned rates shall also be applicable to UCO Bank sponsored RRBs and other institutions as per GOI/DFS/RBI guidelines.
- No increase in costs, duties, levies, taxes, charges, etc. irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, shall be admissible during the contract.
- No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.
- After the Contract Period, ATS would be availed by the bank with the successful bidder on the mutually agreed terms.

Checklist of Documents for Eligibility Criteria

| Sl. No. | Criteria | (Proof of documents must be submitted) |
|----------------|---|--|
| 1 | The Bidder should be a registered as company in India under the Companies Act, 1956/2013 and should have been in operation for at least three years. | Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted. |
| 2 | The bidder submitting the offer should have positive net worth in each of the three financial years and should have registered annual turnover of Rs 3 Crores per year during last three financial years i.e. (2015-16, 2016-17 and 2017-18). | Copy of the audited balance sheet and profit and loss statement of the company showing net-worth and turnover of the company for the last three years i.e. (2015-16, 2016-17 and 2017-18) should be submitted. |
| 3 | Bidder should be a profit making company i.e. Profit after tax for at least any one of the last 3 financial years (2015-16, 2016-17 and 2017-18). | Copy of the audited Balance Sheet showing profit of the company should be submitted. |
| 4 | The bidder may be either an OEM (Original Equipment Manufacturer) or an Authorized Partner or System Integrator of the OEM whose product they are proposing. In case the OEM does not deal directly then authorized partners or SIs may bid on behalf of OEM. | Manufacturers Authorization letter from OEM in favour of Bidder must be provided on their letter head. |
| 5 | The bidder should be empanelled by any Scheduled Commercial Bank for providing proven solution complying to RBI guidelines with respect to EWS | The bidder has to provide Purchase Order/Client Certificate/Invoice after masking the prices. |
| 6 | The proposed system & support services must have been implemented by the respective bidder for any Scheduled Commercial Bank in last 3 financial years | Masked PO or Invoice / Satisfactory certificate from client to be submitted. |
| 7 | The Bidder should be able to collect/extract data from the data aggregator such as Peer Banks, Stock exchange, Govt agencies, CRILIC, Credit Bureau, CERSAI, Rating agencies, information agencies etc. if any membership is to be taken to obtain the | Declaration from Bidder to be submitted. |

| | | |
|----|--|--|
| | data from the data aggregator, the bidder has to inform the Bank to get the membership from the data aggregator. Bank will make payment for the membership fee only. All integration charges will be borne by the successful bidder. | |
| 8 | The bidder should have support office in Kolkata. | Self – declaration to be submitted. |
| 9 | Bidder should not have been debarred/black-listed by the Government / Government Agency / Banks / Financial Institutions in India during the last three years | Self-declaration this effect must be submitted in company letter head. |
| 10 | The Bidder / Vendor should not have any other business relationship with UCO Bank Limited including its Directors and officers and nor have any conflict of interest. The Bidder / Vendor shall on occurrence of any such event immediately inform the concerned authorities of the same | Self – declaration of the Vendor / Bidder to be submitted |

Note: - Note: All eligibility requirements mentioned above should be complied by the bidders as applicable and relevant support documents should be submitted for the fulfillment of eligibility criteria failing which the Bids may be summarily rejected. Self-declaration needs to be signed by the Authorised Signatory of the Bidder. Non-compliance of any of the criteria can entail rejection of the offer. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the Bank decides, originals / certified copies should be shown for verification purpose.

The Bank reserves the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the offer ab-initio.

Place:

Signature of Bidder: _____

Date:

Name: _____

Business Address: _____

Format for Bid Security (EMD)

To,

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

Dear Sir,

In response to your invitation to respond to your RFP for Selection of vendor for Implementation of Early Warning Signal vis-a-vis SMA Management and Reporting (Re-tendering), M/s _____ having their registered office at _____ (hereinafter called the 'Bidder') wishes to respond to the said Request for Proposal (RFP) and submit the proposal for Implementation of Early Warning Signal vis-a-vis SMA Management and Reporting (Re-tendering) and to provide related services as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of **Rs. 10 lacs** (Rupees Ten Lacs Only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

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

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

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

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed **Rs. 10 lacs** (Rupees Twenty Lacs Only).
2. This Bank guarantee will be valid up to _____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____.

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

Yours faithfully,

For and on behalf of

_____ Bank

Authorised Official

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

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

ii) This Bank Guarantee shall be valid upto and

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

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

Yours' faithfully,

For and on behalf of

_____ Bank

Note:

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

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

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, represented by General Manager / Dy. General Manager hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, services, etc.) hereinafter referred to as Stores and / or Services.

And

M/s _____ represented by _____ Chief Executive Officer, (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 _____ and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

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

4. Commitments of the Buyer

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

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

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

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

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

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

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

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

8. Sanctions for Violation

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

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

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

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

(iv) To encash 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. Price Fall Clause

The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU or Coal India Ltd and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

11. Independent External Monitor(s)

11.1 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).

11.2 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.

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

11.4 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.

11.5 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.

11.6 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.

11.7 The word “**Monitor**” would include both singular and plural.

12. Law and Place of Jurisdiction

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

13. 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.

14. Integrity Pact Duration.

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

14.2 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 .

14.3 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.

15 Other Provisions

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

15.2 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.

15.3 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.

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

16. 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.

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

18. The Parties here by sign this Integrity Pact at _____ on _____
(Seller/Bidder) and _____ on _____ (Buyer)

BUYER
Signature:
General Manager/D.G. M,
UCO Bank ,
.....**Division**

BIDDER * /SELLER*
Signature:
Authorized Signatory (*)

Place:
Date:

Place:
Date:

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Undertaking for Non-Blacklisting / Non-Debarment of the bidder

To,

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

Dear Sir(s),

**Sub: RFP for Implementation of Early Warning Signal vis-a-vis SMA Management
and Reporting (Re-tendering)**

(RFP Ref. No. DIT/BPR&BTB/OA/3004/2018-19 Date: 15/10/2018)

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

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

(1)

(2)

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

Undertaking to abide by all By-Laws / Rules / Regulations**(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)**

**The Deputy General Manager (DIT, BPR & BTB),
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 Annexure, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.

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

Dated this _____ day of _____, 20 _____ .

Place:

For M/s.

.....

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

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

To

**The Deputy General Manager (DIT, BPR & BTB),
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 Early Warning Signal vis-a-vis SMA Management
and Reporting (Re-tendering)
(RFP Ref. No DIT/BPR&BTB/OA/3004/2018-19 Date: 15/10/2018)**

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: