

Request for Proposal (RFP)
For
**Implementation of Centralised Software for Official
Language (Hindi Rajbhasha)**



UCO BANK
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/5034/2018-19 Date: 15/02/2019

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

This document is prepared by UCO Bank for its requirement for Implementation of Centralised Software for Official Language (Hindi Rajbhasha). 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 bidder's responses. No contractual obligation on behalf of UCO BANK, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of UCO BANK and the selected Bidder.

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INTRODUCTIONS & 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 Banks in India having nearly 3000+ Domestic branches, two overseas branches and 2500+ ATMs (including Biometric enabled ATMs) spread all over the country All the branches of the Bank are CBS enabled through Finacle as a Core Banking Solution.

Bank is currently using Linguify.Banks an upgraded version of Script Magic Software to perform screen translation of Finacle web menus in Hindi and Passbook/Pass-sheet/Statement printing in Hindi. Linguify.Banks is installed in all the Branches of Bank and Branches are using this software to provide services to its customers based on the requirement.

Linguify.Banks is installed at standalone individual System of the Branches hence centralised monitoring and data dictionary update is not possible. To eliminate this limitation, enhance the scope of work and ensure compliance to statutory guidelines issued RBI/Regulatory Authorities, Bank desires to implement Centralised Software for Official Language (Hindi Rajbhasha) for a period of 5 (Five) years which may extended further for another such period as per mutually agreed terms and conditions.

Against the above backdrop UCO BANK invites Request for Proposal (RFP) from the prospective bidders having proven past experience and competence in the field of Implementation of Centralised Software for Official Language (Hindi Rajbhasha).

CONTROL SHEET TABLE

Tender Reference	DIT/BPR & BTD/OA/5034/2018-19 Date: 15/02/2019
Cost of Tender documents	Rs. 10,000/- (Rupees Ten Thousand only)
Date of issue of RFP	15/02/2019
Earnest Money Deposit (EMD)	Rs. 5,00,000/- (BG) (Rupees Five Lacs Only)
Date of commencement of sale of Tender Document	15/02/2019
Pre Bid queries to be received only online at-hodit.calcutta@ucobank.co.in	On or before 25/02/2019 up to 04:00 PM
Pre-Bid Meeting and Venue	27/02/2019 at 4:00 PM at below mentioned address: UCO Bank, Head Office-2 Department of Information Technology, 5th Floor, Conference Room, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064
Last Date and Time for receipts of tender bids	18/03/2019 at 4:00 PM
Opening of Technical Bids	18/03/2019 at 4:30 PM
Opening of Commercial Bid	Will be informed subsequently to eligible & technically qualified bidders.
Address of Communication	UCO BANK, Head Office-2 Department of Information Technology 5th Floor, 3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064
Email address	hodit.calcutta@ucobank.co.in
Contact Telephone	Tel : 033-44559775/9770
Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5th Floor, 3 & 4, DD Block, Sector -1, Salt Lake, Kolkata-700 064.
Note: Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at 04:30 p.m.	

PART-I

1. GENERAL TERMS AND CONDITIONS

UCO Bank invites sealed tenders comprising of Eligibility, Technical bid and Commercial bid from experienced prospective bidders having proven capabilities in the field of Implementation of Centralised Software for Official Language (Hindi Rajbhasha). The prospective bidders are required to adhere to terms of this RFP document and any deviations to same shall not to be acceptable to UCO Bank.

The bidder (also called the vendor or bidder through this document) 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 prospective bidder in terms of this RFP documents.

The RFP document may be obtained from UCO BANK, Department of Information Technology, 7th Floor, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata – 700064 on all working days in person on submission of a written application along with a **non-refundable fee of Rs.10,000/- (Rupees Ten Thousand Only)** in the form of **Demand Draft / Banker's Cheque / Pay Order** in favour of UCO BANK, payable at Kolkata. Also the RFP document may be downloaded from our Bank's website www.ucobank.com. The bidders downloading the document from Bank's website www.ucobank.com must pay the cost of the document, in a separate cover and properly superscribed, at the time of submission of the bids.

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

The Bid document shall be in three parts viz. **Eligibility, Technical Bid & Commercial Bid**. All the bids must be submitted in separate sealed envelopes super scribing "**Eligibility Bid for Implementation of Centralised Software for Official Language (Hindi Rajbhasha)**" on top of the envelope containing Eligibility Bid, "**Technical Bid for Implementation of Centralised Software for Official Language (Hindi Rajbhasha)**" containing Technical Bid & "**Commercial Bid for Implementation of Centralised Software for Official Language (Hindi Rajbhasha)**" on top of the envelope containing Commercial Bid. All these sealed envelopes should be put together in another sealed envelope super scribing "**Bids for Implementation of Centralised Software for Official Language (Hindi Rajbhasha)**" mentioning reference number

and date given hereinabove. If the cover/envelope are not sealed & superscribed as required, the Bank will assume no responsibility for its misplacement or premature opening.

The bidders should take care of submitting the bids properly filled so that the papers are not loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny. Bidders are requested to participate in the tender process according to the time schedule mentioned above.

The eligibility bid will be opened 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 Bid 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.

The Bids should be addressed to:

Deputy General Manager (DIT, BPR & BTD)
UCO Bank, Head Office-2
Department of Information Technology,
5th Floor, 3 & 4 DD Block, Sector -1,
Salt Lake, Kolkata - 700 064

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 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 same time on that day.

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the target date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

1.1 SUBMISSION OF OFFER – THREE BID SYSTEM

Separate Eligibility, Technical and Commercial Bids along with the soft copies 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 superscribed as “Implementation of Centralised Software for Official Language (Hindi Rajbhasha) (Eligibility Bid)”, “Implementation of Centralised Software for Official Language (Hindi Rajbhasha) (Technical Bid)” and “Implementation of Centralised Software for Official Language (Hindi Rajbhasha) (Commercial Bid)” shall be submitted as per bid details given in the RFP.

Sealed separate envelopes carrying Eligibility Bid, Technical Bid and Commercial Bid along with the soft copies should be kept in a single sealed outer cover duly sealed and super-scribed "Implementation of Centralised Software for Official Language (Hindi Rajbhasha)" as per the below mentioned diagram and as per bid details given in the RFP.

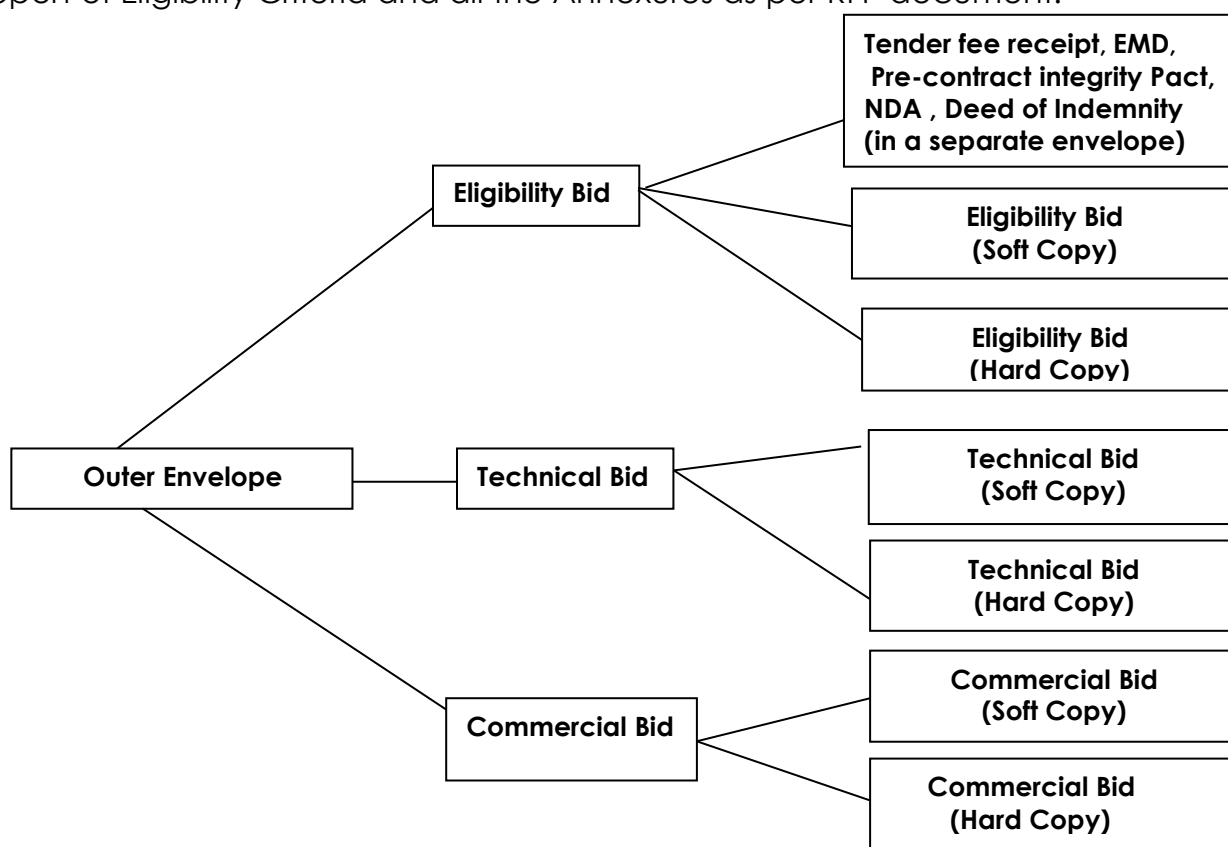
The bids (along with soft copy) shall be dropped/submitted at UCO Bank's address given in Bid Detail - Control Sheet Table, on or before the date specified therein.

The bids shall be dropped / submitted at UCO Bank's address given in the above Bid Detail- Table, on or before the date specified therein

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

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

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



Separate Envelopes for Eligibility Bid, Technical Bid & Commercial Bid. One Separate envelope containing Tender Fee, EMD, Pre-Contract Integrity Pact, Deed of Indemnity and Non-Disclosure Agreement should invariably be placed in Eligibility Bid envelope

If Tender fee receipt, EMD, Pre-contract integrity Pact is not present inside Eligibility Bid, the bid will be treated as incomplete and that bid will be liable for rejection.

The Commercial Offer (Hard Copy) should contain all relevant price information.

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

- 1.1.1 Technical Bid should be duly sealed and super scribed as "Technical Bid for Implementation of Centralised Software for Official Language (Hindi)".
- 1.1.2 Bid should comply with the Scope of Work as specified hereinafter.
- 1.1.3 The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with technical Bid.
- 1.1.4 The Technical bid should have compliance chart as per **Annexure-9** and documentary proof in support of Eligibility Criteria as per **Annexure-8**.
- 1.1.5 Bidders to submit a masked commercial Bid i.e. by hiding price commercial bid as per **Annexure – 13** with technical bid envelope to be submitted.
- 1.1.6 Commercial bid duly sealed and super scribed as "Commercial Bid for Implementation of Centralised Solution for Official Language (Hindi Rajbhasha)".
- 1.1.7 The Commercial bid should have compliance chart as per **Annexure- 12**.
- 1.1.8 Incomplete bids or bids not conforming to the terms and conditions are liable for rejection by the Bank.
- 1.1.9 At any time, prior to deadline for submission of RFP, UCO Bank may modify any of the terms & conditions and technical specifications at its sole discretion and the same will be available on Bank's website and the amendments shall be binding on the bidder. In case of any amendment, UCO Bank may extend the deadline for submission of response to this RFP in order to provide a reasonable time to the prospective bidders.

- 1.1.10 UCO Bank reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder need to submit the documentary evidence(s) as required by UCO Bank.
- 1.1.11 Any Technical Bid, submitted with incorrect information will be liable for rejection. Further, if any bidder is found to have submitted incorrect information at any time, bidder may be debarred from participation in the future tendering processes of Bank.
- 1.1.12 The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
- 1.1.13 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.
- 1.1.14 The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders.
- 1.1.15 Canvassing of any kind or Bid submitted with false information will be a disqualification.
- 1.1.16 The Price Bid must include all required software including licenses, Third Party Utilities, Implementation, Installation & Commissioning covering warranty period of three years and two years Annual Technical Support (ATS Cost). The Price Bid should also include all applicable taxes such as GST/Waybill etc.
- 1.1.17 The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- 1.1.18 The bidder shall keep the price valid for two years from the date of Agreement.
- 1.1.19 Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.
- 1.1.20 Further, subsequent to the orders being placed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies /taxes.

- 1.1.21 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 document.
- 1.1.22 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.
- 1.1.23 The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.
- 1.1.24 Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The version of software delivered should be the latest one available. The bidder shall not quote for the products, whose End of sale/ End of Support/End of License has been declared by the OEM.
- 1.1.25 Bids once submitted shall not be returned to the Bidder in future.
- 1.1.26 Bidder must have back to back support relation with the OEM's whose products are offered by the bidder to Bank, in case bidder is not an Original Equipment Manufacturer(OEM). A commitment letter from OEM at least for a period of 7 years has to be submitted along with the Technical bid.
- 1.1.27 The technical bid shall be submitted in conformity with the Scope of Work.
- 1.1.28 The bidder shall not quote for the Solution, whose End of Support has been declared by the OSD. Bidder has to ensure that any solutions supplied as part of this RFP should not reach end of support for at least Seven (7) years postdate of acceptance of such solution by the Bank. In the event if solution supplied by the selected bidder, reaches end of support within the period of 7 years , selected bidder has to immediately replace/upgrade the solution at no additional cost to the Bank.
- 1.1.29 The selected bidder must adhere to the terms of this RFP document.

1.2 COST OF TENDER DOCUMENTS

The bidders should pay the Cost of tender document fee of **Rs.10,000/- (Rupees Ten Thousand Only)**. The Cost of tender documents shall be paid by Demand Draft / Banker's Cheque / Pay Order drawn in favor of 'UCO Bank' payable at Kolkata. Tender Fee can also be submitted through NEFT Mode at the Banks Account No. given below. However, the bidder submitting the Tender Fee through NEFT mode 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 Cost of tender document is non-refundable. The bidder downloading the tender document from Bank's website www.ucobank.com must pay the cost of the tender document, in a separate cover, at the time of submission of the bids.

This non-refundable tender fee of can also be submitted through the **electronic mode** to the below mention account. Proof of successful deposit of tender fee has to be submitted along with tender document. The details of the account are as under:-

The Bank details are as below:

- **Account Number-18700210000755**
- **Account Name- M/s HO DIT**
- **Branch- DD Block, Salt Lake Branch**
- **IFSC- UCBA0001870**
- **MICR-700028138**

1.3 EARNEST MONEY DEPOSIT

The Bidder must submit Earnest Money Deposit (EMD) along with the Technical Bid in the form of Bank Guarantee having validity period for 180 days from the date of opening of Technical Bid in the format given in **Annexure 4**. The EMD amount is **Rs 5,00,000/- (Rupees Five Lacs Only)** issued by any scheduled commercial bank operating in India.

Non-submission of EMD will lead to outright rejection of the bid of the bidder. The EMD of unsuccessful bidders will be returned to them on completion of the tender process. The EMD of successful bidder will be returned on submission of Performance Bank Guarantee as specified hereunder.

EMD will not bear any interest and EMD made by the bidder will be forfeited if:

- 4.1 The bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- 4.2 If the bidder makes any statement or encloses any form which turns out to be false, fake, incorrect and /or misleading at any time prior to signing of contract and /or conceals or suppresses material information; and/or .
- 4.3 The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- 4.4 The bidder violates any of the provisions of the terms and conditions of this tender specification.
- 4.5 In case the successful bidder fails in the following:
- 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)

Note:

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

Exemption from submission of EMD and tender cost shall be given to bidders who are Micro, Small & Medium Enterprises (MSME) and are registered with National Small Scale Industrial Corporation (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 necessary 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 and tender cost exemption. Traders are excluded who are engaged in trading activity without value additions/branding/packing. In such a case, they will have to submit EMD and Tender cost).

It is clarified that necessary and valid documents should be submitted by the Micro and Small Enterprises and SC/ST Micro and Small Enterprises owners to avail the preference.

Bids received without EMD and tender cost from bidders not having valid NSIC registered documents for exemption will not be considered. Performance Bank Guarantee (PBG) has to be submitted under any circumstance.

1.4 REJECTION OF THE BID

The Bid is liable to be rejected if:

- 1.4.1 The document doesn't bear signature of authorized person on each page signed and duly stamped.
- 1.4.2 It is received through E-mail.
- 1.4.3 It is received after expiry of the due date and time stipulated for Bid submission.
- 1.4.4 Incomplete/Conditional Bids including non-submission or non-furnishing of requisite documents including Integrity Pact/incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for Proposal (RFP) are liable for rejection by the Bank.
- 1.4.5 Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.
- 1.4.6 Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

1.5 PRE BID MEETING

The queries for the Pre-bid Meeting should be reached by email on or before the date mentioned in the Bid Control Sheet by e-mail to hodit.calcutta@ucobank.co.in. It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be Hosted on the Bank's website under Tender Section. The Pre-Bid Meeting date is mentioned in bid control sheet.

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting. Any deficiencies should also be raised in the pre-bid queries. Pre-bid queries raised by the bidder(s) are to be submitted in the format given in **Annexure – 10**.

1.6 MODIFICATION AND WITHDRAWAL OF BIDS

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

1.7 INTRODUCTION AND DISCLAIMER

This Request for Proposal document ("RFP") has been prepared solely to enable UCO Bank ("Bank") in defining the requirements for Implementation of Centralised Software for Official Language (Hindi Rajbhasha). The RFP document is not a recommendation, bid or invitation to enter into a contract, agreement or other arrangement in respect of the services.

1.8 INFORMATION PROVIDED

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

1.9 FOR RESPONDENT ONLY

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

1.10 CONFIDENTIALITY

The Vendor agrees and undertakes 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 vendor has also to agree:

- 1.10.1 To maintain and use the Information only for the purposes of the contract/agreement and only as permitted by the Bank.
- 1.10.2 To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original.
- 1.10.3 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
- 1.10.4 To treat all information as Confidential Information.

1.11 CONFLICT OF INTEREST

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

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

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

1.12 DISCLAIMER

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

1.13 COSTS BORNE BY RESPONDENTS

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

1.14 NO LEGAL RELATIONSHIP

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

1.15 ERRORS AND OMISSIONS

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

1.16 ACCEPTANCE OF TERMS

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

1.17 RFP RESPONSE

If the response to this RFP does not include the information required or is incomplete or submission is through e-mail, the response to the RFP is liable to be rejected. All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

1.18 RFP RESPONSE VALIDITY PERIOD

Bids shall remain valid for 180 (One Hundred eighty) days from the last date of bid submission prescribed by BANK. 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, Bank may solicit the Bidder's consent to an extension of the validity period.

1.19 NOTIFICATION

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

1.20 LANGUAGE OF BIDS

The bid, correspondence and supporting documents should be submitted in English.

1.21 INDEMNITY

The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder shall not exceed the total cost of the order value. However, in case of any Penalty/Charges imposed by Statutory Bodies/Regulators/Court due to failure of bidders in performing its responsibility as a part of scope of work and other terms and conditions of this RFP/ Subsequent contract; same shall be borne by the bidder on actual basis.

1.22 NORMALIZATION OF BIDS

The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that shortlisted bidders are more or less on the same technical ground. After the normalization process, if Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically shortlisted bidders to re-submit the technical and commercial bids once again for scrutiny. The resubmission can be requested by the Bank in the following two manners:

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

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

1.23 CANCELLATION OF TENDER PROCESS

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

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

1.24 AUTHORIZED SIGNATORY

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond. **Bidder shall furnish proof of signature identification for above purposes as required by the Bank.**

A true copy of Board Resolution of the Company has to be submitted, indicating the name of the person to whom Power of Attorney has been provided to act as Authorized signatory.

1.25 CONTRACT PERIOD

The contract period for Implementation of Centralised Solution for Official Language (Hindi Rajbhasha) will be for a period of **5 years** which will commence from the date of Go-Live of Solution.

The selected bidder must undertake to pass on the benefit of subsequent reduction in rate of taxes, duties payable to govt. exchequer in this connection, to Bank. The selected bidder must execute a Service Level Agreement (SLA) with Bank for this purpose. Further, Bank shall review the performance of the selected successful bidder every month at Head Office Level. Bank reserves the right to terminate the agreement /contract at its sole discretion by giving one month's notice without assigning reasons.

Any offer falling short of the contract validity period (Five Years from date of Go-Live) is liable for rejection. In addition to the cancellation of SLA, Bank reserves the right to forfeit / invoke the Performance Guarantee / Security submitted to Bank by the Bidder as well as blacklisting the Bidder. Bank further reserves the right to extend the contract for a period of two year after its expiry keeping terms and conditions of this RFP unchanged.

1.26 SERVICE LEVEL AGREEMENT

The selected bidder will be required to sign the Service Level Agreement with the Bank within 15 days of the acceptance of the LOI. The draft format of SLA will be provided after the Letter of Intent (LOI) to the successful bidder. Payments to the Bidder are linked to the compliance with the SLA metrics. The SLA specifies the expected levels of service to be provided by the Bidder to Bank.

The Bidder shall monitor and maintain the stated service levels to provide quality service. Bidder to use automated tools to provide the SLA Reports. Bidder to provide access to Bank or its designated personnel to the tools used for SLA monitoring.

1.27 SERVICE LEVELS

- a. "Availability" means the time for which the services and facilities are available for conducting operations on the BANK system including application and associated infrastructure.

Availability is defined as (%) = $\frac{(\text{Operation Hours} - \text{Downtime})}{\text{Operation Hours}} * 100\%$

- b. The business hours are 24*7 on any calendar day the Bank is operational.
- c. The "Operation Hours" for a given time frame are calculated after deducting the planned downtime from "Operation Hours". The Operation Hours will be taken on 24x7 basis, for the purpose of meeting the Service Level requirements i.e. availability and performance measurements both.
- d. "Downtime" is the actual duration for which the system was not able to service BANK or the Clients of BANK, due to software failure as defined by BANK and agreed by the Bidder.
- e. "Scheduled Maintenance Time" shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA. The scheduled maintenance time would not be during business hours. Further, scheduled maintenance time is planned downtime with the prior permission of Bank.
- f. "Incident" refers to any event / abnormalities in the functioning of any module/services that may lead to disruption in normal operations of the Application services.
- g. Total Maintenance Cost refers to Sum of Software Cost, Third Party Utilities and, ATS & others Cost for the entire contract period.

- h. SLA parameters shall be monitored on a monthly basis for the entire contract duration (including the warranty period) as per the individual SLA parameter requirements. The Bidder is expected to provide the following service levels. In case the service levels defined in the tables below cannot be achieved, it shall result in a breach of contract and invoke the penalty clause.
- i. A Service Level violation will occur if the Bidder fails to meet Minimum Service Levels on a monthly basis for a particular Service Level.
- j. Overall Availability and Performance Measurements will be on a quarterly basis for the purpose of Service Level reporting. Month wise "Availability and Performance Report" will be provided by the Bidder for every quarter in the BANK suggested format and a review shall be conducted based on this report. Availability and Performance Report provided to Bank shall contain the summary of all incidents reported and associated performance measurement for that period.
- k. The primary intent of Penalties is to ensure that the system performs in accordance with the defined service levels. Penalties are not meant to be punitive or, conversely, a vehicle for cutting fees.

1.28 SERVICE LEVEL CRITERIA

Severity Definition during Live operations due to Functional issues of the proposed solution, the SLA's will be applicable post go-live of Solution at Bank Offices. During the term of the contract, the bidder will maintain the application in perfect working order and condition and for this purpose bidder will provide the repairs and maintenance services as required.

Utilisation

Sl. No.	Service Area	Service Level	Penalty
1	Application Uptime	Uptime % calculated on monthly basis for solution. In case of any problems, the bidder should ensure that system is made available to meet the SLAs.	Penalty (as mentioned Below) of the individual quarterly maintenance Cost (Including ATS Cost). These penalties will be deducted against any payable amount by BANK. Quarterly Maintenance Cost = (Total Maintenance Cost (Including ATS Cost) for the entire contract period) / (Contract Period(in yrs.) *4)
2		98% and above	N/A
3		Less than 98%	5% of the Quarterly Maintenance Cost

Resolution Time

Sl. No.	Risk Probability	Meaning	Resolution Time
1	Critical	Translation service is not working. ➤ Generated Reports alignment and quality related issue. ➤ BANK logo not coming in Hindi PDF. ➤ QR-code not proper in Hindi languages PDF.	Within 12 Hrs.
2	Moderate	➤ Hindi language conversion related issue. ➤ Sentence/phrases/paragraphs in Hindi language are not proper. ➤ Incomplete Hindi conversion. ➤ Performance related issue.	Within 24 Hrs.

1.29 PENALTY

- 1.29.1 The Bank expects the Bidder to complete the scope of the project as mentioned in Part-IV - Scope of Work of this document within the timeframe specified in Section 3.4 Project Timelines of this document. Inability of the Bidder either to provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty /LD clause.
- 1.29.2 Inability of the Bidder to provide services at the service levels defined would result in breach of contract and would invoke the penalty clause.
- 1.29.3 Notwithstanding anything contained above, no such penalty will be chargeable on the Bidder for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.
- 1.29.4 The right to levy the penalty is in addition to and without prejudice to other rights / remedies available to the Bank such as termination of contract, invoking performance guarantee and recovery of amount paid etc.
- 1.29.5 The BANK reserves the right to recover the penalty from any payment to be made under this contract.
- 1.29.6 The penalty would be deducted from the quarterly payouts and the cap on any penalty due during the Warranty period will be adjusted against the payments made for bills/invoices provided by the bidder. **For the purpose of**

this RFP, the total of penalties as per SLA and the Liquidated damages will be subject to a maximum of 10% of the overall contract value.

- 1.29.7 Performance measurements would be assessed through audits or reports, as appropriate to be provided by the Bidder e.g. utilization reports, response time measurements reports, ticket details and resolution time report etc. The tools to perform the audit will need to be provided by the Bidder. Audits will normally be done on regular basis or as required by Bank and will be performed by Bank or Bank appointed third party.

1.30 EXCEPTION

Bank shall not hold the Successful Bidder responsible for a failure to meet any Service Level if it is directly attributable to:

- Execution of the disaster recovery plan/business continuity plan for an BANK declared disaster situation; and
- Any established inability of other third party vendor or service provider of BANK, to fulfill the requirements as per the contract.

1.31 LIQUIDATED DAMAGES

- 1.31.1 In case the delivery & installation is delayed beyond the scheduled time from the effective date, **"Liquidated Damage for Late/incomplete Delivery & Installation"**; **1.00 (One) %** of outstanding bills pending towards the bidder for each calendar week of delay or part thereof subject to **maximum of 10% of order value** will be imposed and will be deducted from the bill amount. UCO BANK reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by UCO BANK to the bidder. Liquidated damages will be calculated per week basis.

- 1.31.2 If the successful Bidder fails to complete the due performance in accordance to the specification and conditions of the bid document, the Bank reserve the right to cancel the entire order placed on the selected bidder.

- 1.31.3 The Bank reserves the right to invoke the Performance Bank Guarantee submitted by the bidder.

- 1.31.4 LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility/onus of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.

1.32 FORCE MAJEURE

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

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

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

1.33 COMPLETENESS OF THE PROJECT

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

1.34 COMPLIANCE TO LABOUR ACT

As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act. Towards this, Successful Bidder shall submit a confirmation as per format provided in **Annexure 17** of the RFP.

Successful Bidder shall be the principal employer of the technical resources, employees, agents, contractors, subcontractors etc. engaged by Successful Bidders and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract to be issued for this tender.

1.35 PRIVACY & SECURITY SAFEGUARDS

The Selected bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location. The Selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the

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

1.36 TECHNOLOGICAL ADVANCEMENTS

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

1.37 DISPUTES RESOLUTION MECHANISM

The Vendor 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:

- 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.
- The matter will be referred for negotiation between UCO Bank (General Manager, DIT) and the Authorized Official of the Vendor. The matter shall then be resolved between them and the agreed course of action documented within a further period of 30 days.

In case any dispute between the Parties is not settled 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.

Each Party to the dispute shall appoint one arbitrator of their own choice and the two appointed arbitrators shall appoint the third arbitrator who will act as the presiding arbitrator. Arbitration shall be held in Kolkata and conducted in English as per provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

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

1.38 EXIT OPTION AND CONTRACT RE-NEGOTIATION

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

- Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;
- Delay in offering Solution for pre-delivery Inspection;
- Delay in delivery beyond the specified period;
- Delay in completing installation / implementation of Centralised Solution for Official Language (Hindi Rajbhasha) beyond the specified periods;
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- Serious discrepancy in completion of project.
- Serious discrepancy in maintenance of project.

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

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

1.38.3 The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and

the Selected Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.

- 1.38.4 As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favourable terms in the industry, and secondly,
- 1.38.5 The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.
- 1.38.6 Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- 1.38.7 The Bank and the Selected Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.
- 1.38.8 Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

1.39 CORRUPT AND FRAUDULENT PRACTICES

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

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

AND

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

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

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

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

1.40 TERMINATION

The Bank shall be entitled to terminate the agreement with the selected bidder at any time by giving Thirty (30) days prior written notice to the selected bidder.

The Bank shall be entitled to terminate the agreement at any time by giving notice if:

- The Selected bidder breaches its obligations under the scope document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice.
- The Selected bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved. The Selected bidder shall have right to terminate only in the event of winding up of the Bank.

1.41 EFFECT OF TERMINATION

The Selected bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the selected bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables and maintenance. Same terms (including payment terms) which were applicable during the term of the contract/ purchase order should be applicable for reverse transition services.

The Selected bidder agrees that after completion of the Term or upon earlier termination of the assignment the selected bidder shall, if required by the Bank,

continue to provide maintenance services to the Bank at no less favourable terms than those contained in this scope document. In case the bank wants to continue with the selected bidder's services after the completion of this contract/ purchase order then the selected bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.

The Bank shall make such prorated payment for services rendered by the selected bidder and accepted by the Bank at the sole discretion of the Bank in the event of clause of termination, provided that the selected bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be applicable to Selected Bidder. There shall be no termination compensation payable to the selected bidder.

Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the selected bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision Selected Bidder hereof which is expressly intended to come into force or continue in force on or after such termination.

1.42 COMPLIANCE

The products & services offered to the Bank must be in compliance with all laws, regulations & Govt. guidelines of India. It also not violate any of the provisions of the IT act in anyway or any other legal provisions relating to such products or services in India.

1.43 APPLICABLE LAW & JURISDICTION OF COURT

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

1.44 ADOPTION OF INTEGRITY PACT

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

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

- 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 warrantee/guarantee. **Format of IP is attached as Annexure-14 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

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

1.45 NON-DISCLOSURE

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

- a. That the successful bidder will treat the confidential information as confidential and shall not disclose to any third party. The successful bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- b. That the successful bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the successful bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the successful bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- c. That if the successful bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- d. That the successful bidder will strictly maintain the secrecy of Bank's data.

1.46 PERFORMANCE BANK GUARANTEE

The successful bidder, within **15 days** from the date of acceptance of Letter of Intent (LOI) will have to furnish a Performance Bank Guarantee, format as per **Annexure-15** of the RFP, issued by any scheduled commercial bank (other than UCO Bank) equivalent to **10% of the Total Cost of Ownership (TCO)** valid for **63 Months (60+3 Months Claim Period)** from the date of LOI. Upon furnishing the Performance Bank Guarantee, the EMD of the vendor shall be returned. The bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level Agreement (SLA).

The Performance Bank Guarantee shall act as a security deposit and either in case the vendor is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels or in the event of non-performance of obligation or failure to meet terms of SLA during the contract period, the Bank shall be entitled to invoke the Performance Bank Guarantee without notice or right of demur to the Vendor.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the vendor is not able to fulfil any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD on Delivery and installation.

1.47 Issue of Corrigendum

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum.

Any such corrigendum shall be deemed to be incorporated into this RFP

1.48 Due Diligence

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

1.48 LIMITATION OF LIABILITY

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

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

1.49 DOCUMENTS CONSTITUTING THE BID

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

- a) Table of Contents (Index)
- b) Tender Forwarding Letter (Annexure – 1).
- c) General Details of Bidders(Annexure – 2)
- d) Performa Letter to be submitted by the Bidder on their Company Letter Head (Annexure-3).
- e) Format for Earnest Money Deposit (Annexure-4)
- f) Proforma for Deed of Indemnity (Annexure-5)
- g) Original Solution Developer Authorization Form (OAF) (Annexure-6).
- h) Performa Letter to be submitted by the Bidder on their Company Letter Head (Annexure-7).
- i) Compliance to Eligibility Criteria (Annexure – 8) - Along with all required documentary evidence.
- j) Compliance to Technical and Functional Specification (Annexure-9).
- k) Format of Pre-Bid Queries to be submitted by the Bidder(s) (Annexure – 10).
- l) Undertaking for Application Integrity (Annexure-11).
- m) Commercial Bid Format (Annexure-12).
- n) Masked Commercial Bid (Annexure – 13).
- o) Pre Contract Integrity Pact (Annexure – 14)

- p) Performa for Performance Guarantee (Annexure – 15)
- q) Non-Disclosure Agreement (Annexure – 16).
- r) Undertaking for Labour Wages Act (Annexure – 17).
- s) Undertaking for Non-Blacklisting (Annexure-18)

The Bidder should enclose a copy of the Masked Commercial Bid (as per the format provided in Annexure – 13 without the prices (please put 'XXX' mark wherever prices are quoted) along with other bid documents for evaluation purpose. Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

PART-II

2. ELIGIBILITY CRITERIA

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

Sl. No.	Eligibility Criteria	Proof of Documents to be Submitted
1	Bidder should be a company registered under Companies Act 1956 and Companies Act 2013 and operating for last three years as on RFP submission date.	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted including the GSTIN details of the bidders and MSME Registration (if applicable).
2.	The bidder submitting the offer should be a profit making company during the last 3 financial years and should have minimum Annual turnover of Rs. 1 (One) Crore during the last 3 financial years i.e 2015-16, 2016-17 & 2017-18 . This must be the individual company turnover and not of any group of companies.	Copy of audited balance sheet of the financial year 2015-16, 2016-17 & 2017-18 .
3.	Bidder should have positive net worth for last three financial years (2015-16, 2016-17 & 2017-18) .	Copy of audited balance sheet of the financial year 2015-16, 2016-17 & 2017-18 .
4.	The bidder should have the experience of implementation of Centralised Software for Official Language (Hindi Rajbhasha) or similar centralized solution in a Scheduled Commercial Banks / RBI / Central / State Govt. Department / PSUs in India.	Relevant copies of Purchase Orders/Credential Letters on organization letterhead from the authorized personnel from client organization confirming that the deliveries of the services are in accordance with contracted terms and Purchase order. Certificate of existing status on client organization letterhead.

	The bidder should be either Original Solution Developer (OSD) of proposed solution or its authorised channel Partner.	An authorization letter from OSD to this effect should be furnished as per Annexure-6. This letter should specify that in case authorized representative is not able to perform obligations as per contract during contract period, the Original Solution Developer would provide the same.
5.	Bidder/OSD should not have been black-listed by any bank / institution in India during the last 3 years and the said disability should not be in force.	Self-declaration to this effect on Company letter head should be submitted.

Note: - In this tender process, either the Indian agent on behalf of Principal OSD (Original Solution Developer) or Principal OEM / OSD itself can bid but both cannot bid simultaneously. If an agent submits bid on behalf of the Principal OEM, the same agent shall not submit a bid on behalf of another Principal OEM / OSD in the same tender for the same item or product.

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

PART-III

3. EVALUATION CRITERIA

There would be a three (3) stage evaluation process.

The Stages are:

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

The Eligibility would be evaluated first for the participating bidders. The bidder, who would qualify all Eligibility Criteria as mentioned in clause no.2, Part-II of RFP document, will be shortlisted for the Technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening. **The bidder with the lowest commercial quote will be declared as L1.**

The offers/bids containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer/bid. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. Bank may treat offers/bids not adhering to these guidelines as unacceptable. The bid form and the documents attached to it shall not be detached or removed one from the other and no alteration(s) or mutilation(s) (other than filling in all the blank spaces) shall be made in any of the bid documents attached thereto. Any alterations or changes to the entries in the attached documents shall be made by a separate covering letter, in the absence of which it shall be rejected forthwith. Any decision in this regard by UCO Bank shall be final, conclusive and binding on the Bidder.

Bank will not entertain any enquiries from the Bidders post tender opening on the status of the bid, nor allow any price reductions during the course of technical or commercial evaluation, till the selected Bidder is notified. No Bidder shall contact UCO Bank on any matter relating to its offer/bid; from the time of offer opening to the time the contract is awarded. Any effort by a Bidder to influence Bank in its decision on offer/bid evaluation, comparison or contract award decisions may result in the rejection of the Bidder's offer/bid forthwith. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder.

3.1 EVALUATION METHODOLOGY

The objective of evolving this evaluation methodology is to facilitate the selection of most cost-effective solution (Total Cost of Ownership) for the contract period that appropriately meets the requirements of the Bank identified in this RFP.

3.2 TECHNICAL EVALUATION PROCESS

In Technical evaluation process, the technical bid of only eligible bidders as per Eligibility Criteria in Part-II would be evaluated. The Technical evaluation will be done on the basis of compliance chart provided by the bidder as per Technical Compliance Sheet in **Annexure-9**. The Bidder should comply to all points in scope of work in **Part IV** and all points in **Annexure – 9**. Bidders will be rejected from the bid process on non-compliance of any point either in scope of work or points in **Annexure-9** under Bank's discretionary power. After technical evaluation commercial bids of only technically qualified bidders will be opened.

3.3 COMMERCIAL EVALUATION PROCESS

The Commercial Bids of only technically qualified bidders will be opened and evaluated by the Bank and the evaluation will take into account the following factors:

- 3.3.1 The **L1 Bidder** will be selected on the basis of the amount quoted for proposed solution quoted by them as per **Annexure-12**.
- 3.3.2 The optimized TCO (Total Cost of Ownership) identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work. Any further hardware, software, licenses required to meet the performance criteria of the Bank as stated in the RFP, during the tenure of the project, would be at the cost of the Bidder.
- 3.3.3 The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
- 3.3.4 In case there is a variation between numbers and words; the value mentioned in words would be considered
- 3.3.5 In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

3.4 PROJECT TIMELINES

The bidder shall appoint a **Single Point of Contact (SPOC)** for the project who will act as the Project Manager/Coordinator for the Project. The SPOC shall submit weekly report on the progress of the project to UCO Bank and appraise the activities completed during the week and activities to be taken up in next week. Necessary assistance from Bank officials will be provided to ensure that activities will be completed in time.

The detailed activities to be completed in each phase are mentioned below along with the timelines.

Sl. No.	Activity	Time Period (T is the date for Issuance of Purchase Order)
1	Supply & Delivery of Solution Licenses	T+4 Weeks
2	Installation, Configuration and commissioning of the solution at the Banks specified locations	T+8 Weeks
3	Training	All the trainings to be completed within 1 week from the date of request for training from Bank. Further, the selected bidder has to provide a video recording of the detailed procedure & processes to be adopted by the end user for smooth and hassle free usage of the Solution.

PART –IV

Scope of Work

4 SCOPE OF WORK

UCO Bank intends to procure a Centralised Solution for Official Language (no agent to be installed on the PC of the user) which will translate/convert the documents/reports downloaded through Core Banking Solution to the target language Hindi. The scope of the work would cover **RFP for Implementation of Centralised Software for Official Language (Hindi Rajbhasha)** for the offices/branches across the country for the contract period.

For the purpose of Centralised Solution/Equipment the location of the central sites is as below:

Site Name	City	State
Primary Data Centre	Bangalore	Karnataka
Disaster Recovery Data Centre	Kolkata	West Bengal

The scope of the work would cover following areas:

1. The proposed Centralized solution should support conversion from English Language to Hindi Language of all the customer facing CBS Application reports/ documents to be downloaded through Core Banking Solution i.e Finacle Version 7.0.25. In future, Bank is planning to migrate to Finacle version 10.x, vendor has to integrate the proposed solution with the Finacle upgraded version without incurring any additional cost to Bank.
2. The proposed Centralised solution should not update/change any part of the application or its database integrated with CBS. In future, if any customization/ changes is required in the existing solution, the vendor has to do the same without incurring any additional cost to the Bank.
3. The proposed Centralised solution should be compatible with Bank's existing Core Banking Solution (CBS). All the responsibility of integration lies with the Successful Bidder.
4. No change or upgrade of the target application should be necessary for language conversion.
5. The functionality of existing CBS Applications & any other Applications integrated with same should be in no way altered.

6. The proposed Bilingual solution should have the facility that it can be activated (executed) as per individual user's choice to carry out Language translation.
7. The proposed software should be integrated with the Core Banking Application of CBS.
8. The solution should provide the facility of passbook printing for all the deposit account types such as SB current, Recurring Deposit, etc., which should provide the facility of printing in Hindi. The system should also facilitate the functionality for rectification of the Name, Address ,data etc. to be printed in Devnagri Script.
9. There would be a facility of printing **DD/FDR/Passbook/Account Statement/Cheque pay order** in Hindi.
10. The solution should facilitate the printing of Welcome letters/Recovery Letters or any other such letters being generated & sent to customers through the applications exposed towards the customer end in Hindi.
11. The solution should facilitate the functionality of default printing of passbooks in Hindi language based on the region list defined by RBI, Government of India.
12. The solution should have capability to provide Hindi language support for all future versions of Core Banking Solution.
13. Delivery of the software should include dictionary editor for editing and updating of phrase conversion dictionary used by the solution. The solution should support Devnagri Script for phrase conversion/data dictionary update.
14. Should provide choice of exclusion of specific data from conversion.
15. Should be capable of enabling users to toggle between languages.
16. Conversion from English to Hindi language on the fly.
17. The Solution proposed should be independent of Device Driver and should be Browser independent also.
18. The Solution proposed should support all versions of the Windows Operating Systems.
19. The solution should support translation of all words/phrases as per RBI Glossary released by RBI Periodically.

4.1 TRANSLATION:

- 4.1.1 The proposed Centralised Solution should include localization of the application screens, reports and all output documents.

4.1.2 The proposed Centralised solution should support various file types such as Text, PDF, HTML, and XML etc.

4.1.3 The proposed Bilingual solution should provide translation as below:

- a. On-screen reports of the following formats: Text, HTML and PDF.
- a. Reports Display and Printing: Reports from CBS Application exposed towards the customer ends including any customized reports. Reports should be completely converted into target language i.e. Hindi Language maintaining the format exactly as per English. This includes conversion of configuration & master data, and Customer data in Bilingual (using Phonetic Transliteration). This should not have any impact on the existing English reports.
- b. The proposed Bilingual solution must provide support for printing bilingual text (English+ Hindi Language) by providing a reformatted version of the report. The software should allow independent selection of print language.
- c. The proposed Bilingual solution should be able to carry out conversion of on-line print as well as text, html and PDF file report formats. Printing should be supported on DMP, Laser and Ink-jet printers.
- d. Unicode: The proposed Bilingual solution should be able to support Unicode for Hindi Language.

4.2 OTHER REQUIREMENT

- a. Since the recommended solution is centralized, it should however support if required distributed solution (Logistics dependent) i.e. application installation kit for easy installation of the solution at the required location and the solution should have automatic uninstall support.
- b. The proposed Centralised Bilingual solution should be capable of generating bilingual reports from CBS Application exposed towards the customers end and its printing in Hindi and English Languages and user should be able to select the language in which they wish to download the report.
- c. Bidder is required to develop dictionaries (Hindi and English) required in order to achieve the scope of the RFP. If any update/ implementation/ integration is required with the CBS Existing Solution/ other solutions to successfully integrate, commission and implement the solution shall be provided by the bidder.
- d. The Data Dictionary updation should be centralised one and necessary tools for same need to be provided by the bidder.

- e. Bidder is required to submit relevant documents related to Software, its Implementation, Customization etc. during the entire contract period as in when required by Bank.
- f. Bidder to provide regular updates/upgrades/patches released by the OEM during the entire contract period and shall document and provide the documents to Bank detailing all the changes in the solution. If required, bidder is required to provide the training to Bank Officials of all the changes made in the solution at no additional cost to Bank during the contract period.
- g. Bidder will be solely responsible for integrating, implementing and commissioning the solution at Bank offices as required in order to successfully implement and commission the proposed solutions. Any interfaces required for successful implementation/ operations of the solution should be developed by the bidder.
- h. The responsibility of integration of proposed solution with the Core Banking Solution and any other solution required lies with the bidder selected through this RFP. UCO Bank shall provide adequate support to bidder for the purpose of integration.
- i. UCO Bank will not take any responsibility of any assumptions made by the bidder. It is the responsibility of the bidder to ensure successful implementation of the proposed solution. The bidder is also responsible for the accuracy of the bid and Bank is not liable for any errors or assumptions made by the bidder.
- j. Bidder shall address all the errors/bugs/gaps in the functionality in the solution implemented and will also ensure compliance to IS Audit observations at no additional cost during the Warranty and Maintenance phase. The solution should not contain any malicious codes.
- k. Issue log for the errors and bugs identified in the solution and any change done in the solution shall be maintained by the bidder and should be periodically submitted to the Bank team.
- l. The Bidder shall perform an in-depth analysis of the existing system and shall submit a detailed plan for the implementation of this project, including but not limited to the following:
 - Project Plan detailing each task with target date and assigned resource persons and installation of all supplied items and integration with existing infrastructure at Bank Offices.
 - Architecture Diagram

4.3 MAINTENANCE OF SOLUTION:

During Maintenance of solution, Bidder will be responsible for:

- a. Overall maintenance and working of the Solution.
- b. Bug fixing and delivery of patches/ version changes effected
- c. Creating knowledge repository for the bugs identified, resolution mechanism, version upgrade, future upgrade etc. of Tools, OS, RDBMS etc.
- d. Bidder shall create the knowledge repository and shall provide Bank Officials access to all the repository prepared for Bank.
- e. Provision should be available for version control and restoring the old versions if required by Bank.
- f. Enhancement, modifications, customization, patches, upgrades due to statutory, regulatory, industry, changes will be provided at no additional cost to Bank.
- g. Configuration changes, version up-gradations, performance monitoring, trouble shooting, patch installation, running of batch processes, database tuning, replacement / support, technical support for process, application and data maintenance, taking backup of the database as required, recovery, query generation and management etc. of all software supplied under this RFP document.
- h. All the detected errors must be notified and corrected, as per the agreed timelines.
- i. Provide Bank with performance monitoring reports and alert Bank in case of any performance issues by suggesting future capacity planning.
- j. Maintain accurate documentation on the current location and status of software in the process of being repaired.
- k. Services including requirement analysis, assisting Bank in system software platform acquisition, testing, verification, and installation. The Bidder agrees that services provided include implementation, installation & maintenance of the software.
- l. Provide maintenance data, as reasonably requested by Bank, to support replacement / refresh scheduling.
- m. Provide support and assistance, as required, to isolate complex network, operational and software problems related to the proposed solutions.

- n. Backup, remove, protect, and restore programs, data and removable storage media in a machine prior to presenting the machine for service.
- o. Bidder to take corrective actions in order to resolve any security related issue including Malware attacks, Phishing attacks etc. occurring in Bank.
- p. Bank will not be liable to pay any additional charges in respect of any sort of Maintenance required during the tenure of the contract in order to meet the scope and SLA.

4.4 ARCHITECTURE

- 4.4.1 The proposed Centralised Solution architecture should support centralized - without having to redesign any screens or and also Banks existing IT architecture. This means the installation of the proposed Solution should be available as a centralized solution.
- 4.4.2 The proposed Bilingual Solution should not require an upgrade of the current work station/Desktop hardware and should not affect the performance of the desktop.
- 4.4.3 The network requirement should be optimized for performance.
- 4.4.4 There should not be any additional requirement of procuring any other 3rd party solutions like fonts, utilities etc. for implementation of the proposed Centralised Bilingual Solution.
- 4.4.5 The Solution proposed should support all types of Desktop Environments.

4.5 HARDWARE RECOMMENDATIONS

The Bidder is required to provide the Hardware and Software (OS/Application) requirement/recommendations for the deployment of proposed Centralised Bilingual Solution for the primary setup, DR Setup and UAT setup, Backup devices etc. to meet the scope of work defined in this RFP Document. The hardware requirement recommended should be scalable enough to meet the Banks future requirement for upgrading versions of Finacle. However, the redeployment of the Centralised Solution should be provided by the Bidder for all such upgrade during contract period, without any extra cost to the Bank.

Presently, Bank is having 20,000+ users who are accessing the Bank Core Banking Solution to perform the day to day Banking activity. The Centralised Solution proposed should be capable enough to handle these users with the concurrency of 3000-5000 users. The hardware sizing recommendation must be done accordingly by the bidder with proper justification. In no way, the performance of

the Servers should be adversely affected or the utilization of any server or any peripherals, exceeds the threshold limit as specified by the Bank.

The hardware recommendation shall include the following:

- a. Servers
- b. Operating System Licenses
- c. Database Licenses

Hardware Sizing should be scalable enough to meet the future requirement of the Bank and user count. The bidder shall provide the detailed technical architecture comprising of database and other application software in their technical bid.

The Bidder should setup the UAT environment for testing of the solution before implementation of the solution in the production environment. The UAT setup shall be used for the customization of any changes before movement in production. The setup would be kept available at all times during the contract period. The UAT setup will be at Kolkata.

4.7 ANNUAL TECHNICAL SUPPORT

4.7.1 Apart from maintenance support, the successful bidder shall provide the Annual Technical Support for the proposed solution including other software, associated modules and services required to meet the requirements in the RFP.

4.7.2 The bidder shall provide warranty & maintenance support services for a period of five years from the date of final implementation of the system and its certification from Bank.

4.7.3 Trouble shooting of Translation Software problems of all supplied applications and Recertification of the same.

4.7.4 Provide the latest updates, patches / fixes, version upgrades relevant for the software components.

4.7.5 Resolve any issues including bug fixing, improvements in presentation and/or functionality and others within a duration mentioned.

4.7.6 Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all required, software, tools etc. covered in the RFP.

4.7.7 The bidder shall follow the below mentioned technical standards:

- Security Requirements;
- Operating Procedures;
- Recovery Procedures;

- Perform an inventory of warranties and licenses in place as of the Start Date of the warranties

4.7.8 The Bidder shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures.

4.7.9 Bidder shall monitor warranties, ATS of the supplied software

4.7.10 In the event of failures at any stage, relevant protection available shall be specified which would include the following:

- a. Diagnostic for identification
- b. Protection of data entered
- c. Recovery / restart facilities
- d. Backup facilities

4.7.11 The ATS support for identified solution(s) should include the following:

- a. All minor and major version upgrades during the period of contract at no extra cost
- b. Program updates, patches, fixes and critical security alerts as required
- c. Documentation updates
- d. 24*7*365 support for all the security application related malfunctions and ability to log requests online
- e. The Bidder should have back to back agreement with the OEMs for ATS and AMC support.

4.7.12 There will be a User Acceptance Testing by BANK/BANK Designated Officials for the deployed Solutions wherever applicable.

4.7.13 The BANK shall commence the User Acceptance Testing as and when products and services are made ready by the Bidder and a formal confirmation that the system is ready for UAT is submitted to BANK. The results thereafter will be jointly analyzed by all concerned parties.

4.7.14 UAT will cover acceptance testing of all the product/services, integration with all the tools new and existing and integration of security solutions with all targeted devices/systems and /or applications(new and existing).

4.7.15 The Bidder is expected to make all necessary modifications to the Bilingual solution including customizations, interfaces, appliances, integration,

software etc., if there are performance issues and errors identified by the BANK. These deviations/ discrepancies/ errors observed will have to be resolved by the bidder immediately.

4.7.16 Bidder to share with BANK the following documents also:

- a. System Setting & Parameters document for the proposed solution.
- b. Design, Development and Technical document including the customization source code for any customization to be undertaken on the product proposed for BANK

4.7.17 Complete acceptance has to adhere to the stipulated time lines.

4.7.18 BANK will accept the solution on satisfactory completion of the above inspection.

4.7.19 In case of discrepancy in facilities /services provided, the BANK reserves the right to cancel the entire /part of the contract.

4.8 TECHICAL PRESENTATION & SITE VISIT

Bank may ask the bidders to showcase the technical presentation / demonstration of the overall Proposed Solution being offered at Banks chosen premises for supplementing the bids. Bank will schedule presentations and the time and location will be communicated to the Bidders. Failure of a Bidder to complete a scheduled presentation to the Bank may result in rejection of the proposal. Please note that expenditure being incurred for the same will be borne by the bidders only and Bank will not reimburse the same. Further, Bank may also ask the bidders. Further, Bank may advise the bidders to arrange the site visit at locations/offices where they have implemented the solution in the past and same is functioning smoothly.

4.9 Proof of Concept (POC)

Bank may ask the technically qualified and eligible bidders to conduct the POC (Proof Of Concept) within a weeks' time (7 working days) from the date of mail sent to the technically qualified bidders as per the scope of work mentioned in the RFP Document and as per the techno-functional specification defined in Annexure- 9. After successful POC, the commercial bids will be opened for the technically qualified bidders. Bank may reject the technically qualified bidders , if the solution is not technically feasible and does not meet the scope of work and techno-functional requirement of the RFP during the POC. The cost to be incurred towards the POC need to be borne by the bidder. However , Bank will extend the necessary support to Bidder in this regard

(Tender offer forwarding letter)

Tender Ref. No.: DIT/BPR & BTB/OA/5034/2018-19

Date: ____/____/2019

To,

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

Dear Sir,

Sub: Your RFP for “Implementation of Centralised Software for Official Language (Hindi Rajbhasha)” RFP Ref No. DIT/BPR&BTB/OA/5034/2018-19 Dated 15/02/2019.

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 to UCO Bank that intends to procure the implementation of Centralised Software for Official Language (Hindi Rajbhasha) and will be Providing Services within the given period as mentioned in the RFP document forming Eligibility, Technical and Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility, Technical and Commercial Bids by The Bank we undertake to the process of UCO Bank for Procurement of implementation of Centralised Software for Official Language (Hindi Rajbhasha) and Provide Services as per your purchase orders.

In the event of our selection by The Bank for procurement of the implementation of Centralised Software for Official Language (Hindi Rajbhasha), we will submit a Performance Guarantee for a sum equivalent to 10% of the order value to be valid for a period of Five years in favor of UCO BANK effective from the month of execution of Service Level Agreement or successful go live whichever is earlier.

We agree to abide by the terms and conditions of this tender and our offer shall remain valid 180 days from the date of commercial bid opening and it 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/Bank Guarantee:

1. DD No. _____ dated _____ for **Rs 10,000/- (Rupees Ten Thousand Only)** as Cost of RFP Document &
2. BG No. _____ dated _____ for **Rs 5,00,000/- (Rupees Five Lacs only)** as EMD.

Dated this ____ day of ____ 2019.

Signature:

(In the Capacity of)

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

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

1. Name of bidder:
2. Location
Regd. Office:
Controlling Office:
3. Constitution
4. Date of incorporation & Date of Commencement of business:
5. Major change in Management in last three years
6. Names of Banker /s

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

	2015-16	2016-17	2017-18
Net Worth			
Turnover			
Net Profit (Profit After Tax)			

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

C. Proposed Service details in brief

- Description of service :
- Details of similar service provided to Banks in India specifying the number of Banks and branches
 - In PSU banks
 - In non-PSU banks

Details of Experience in the field of RFP for Selection of Vendor for Implementation of Centralised Solution for Official Language (Hindi Rajbhasha) / Similar Centralized Solution.

PSU/Non-PSU Organization		
Name of Organization	Period	
	From	To

N.B. Enclose copies of Purchase Orders and references

Place:

Date:

Authorised Signatory

Name:

Designation:

Performa to be submitted by the Bidder on their Company Letter Head

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

Dear Sir,

Reg.: Your RFP for “Implementation of Centralised Software for Official Language (Hindi Rajbhasha)” RFP Ref No. DIT/BPR & BTB/OA/5034/2018-19 Dated 15/02/2019.

We submit our Bid Document herewith.

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid.

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

Yours faithfully

For.....

(Signature and seal of authorized person)

Place:

Date:

Format of Bank Guarantee (EMD)

To

**The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Dear Sir,

In response to your invitation to respond to your **RFP for Implementation of Centralised Software for Official Language (Hindi Rajbhasha)** RFP Ref No. **DIT/BPR&BTD/OA/5034/2018-19 dated 15/02/2019**, M/s _____ having their registered office at _____ hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for Implementation of Centralised Software for Official Language (Hindi Rajbhasha) 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. 5 Lacs (Rupees Five 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 Five 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. 5,00,000.00 (Rupees Five 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

_____ यूको बैंक Bank  UCO 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 DEED OF INDEMNITY
(To be stamped as per the Stamp Law of the Respective State)

This Deed of Indemnity executed at On the ____ day of ____ by M/s _____(hereinafter referred to as "the Obligor" which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

UCO Bank a body corporate constituted under the Banking Companies (Acquisition and transfer of undertakings) Act, 1970, having its Head Office at No. 10, BTM Sarani, Kolkata-700001(hereinafter referred to as "UCO Bank", which expression unless expressly excluded or repugnant to the context shall also include its successor, assigns, attorneys, agents, representatives, authorized officer and all and any such officer having the power and authority to represent the Bank).

WHEREAS



The Obligor has

- A. offered to provide solution for Implementation of Centralised Software for Official Language (Hindi Rajbhasha) with the specifications as prescribed in the Agreement / Contract dated _____ during the period of **five years** from the date of acceptance of the purchase orders issued by the Bank from time to time. The Supply of solution by the obligor is herein after referred to as "**Supply**".
- B. Agreed to install and provide comprehensive maintenance for the Equipments, material used and workmanship by them in terms of the Agreement / Contract dated _____ and respective Purchase Orders issued from time to time during the warranty period of 36 months and also during the post warranty period if required at the discretion of UCO BANK. (The installation and maintenance are herein after collectively referred to as "**Service/s**").
- C. Represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for providing solution for Implementation of Centralised Software for Official Language (Hindi Rajbhasha) to UCO BANK.

- D. Represented and warranted that the aforesaid supply/services offered to UCO BANK do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of UCO BANK.
- E. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract/ Agreement with UCO BANK.
2. One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favor of UCO BANK indemnifying the latter against any claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to UCO BANK as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.
3. In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of UCO BANK as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

In consideration of UCO BANK having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Agreement/Contract, the Obligor do hereby agree and undertake that:-

- (1) the Obligor shall, at all times hereinafter, save and keep harmless and indemnified UCO BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against UCO BANK by whomsoever and all losses, damages, costs, charges and expenses that UCO BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations,

guidelines and also from the environmental damages, if any, which may occur during the contract period.

- (2) The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
- (3) The Obligor further agrees to provide complete documentation of all Equipments/accessories/and other software, they are having. The Obligor shall also indemnify and keep indemnified UCO BANK against any levies/penalties/claims/demands, litigations, suits, actions, judgments, in this regard.
- (4) If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
- (5) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO BANK or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.
- (6) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to UCO BANK).
- (7) This indemnity shall survive the aforesaid Agreement.
- (8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.
- (9) This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Kolkata. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any

other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

(10) UCO BANK may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of UCO BANK

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of (_____)

By the hand of (_____) the authorized official of the Obligor)



Original Solution Developer Authorization Form (OAF)

To

**The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Dear Sir,

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



We hereby extend our guarantee/ warranty as per terms and conditions of the RFP No and the contract for the equipment and services 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 equipment and services.

Yours Faithfully

Authorized Signatory

(Name:

Phone No.:

Fax:

E-mail :)

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

(In the Capacity of) _____

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

Performa of letter to be given by all the Bidder participating in the UCO Bank RFP for Implementation of Centralised Software for Official Language (Hindi Rajbhasha) on their official letter-head.

To,

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

Sir,

Sub: Implementation of Centralised Software for Official Language (Hindi Rajbhasha) RFP Ref No. DIT/BPR & BTD/OA/5034/2018-19 Dated 15/02/2019.

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

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

Yours faithfully,

Authorised Signatory

Designation

Bidder's corporate name

ELIGIBILITY CRITERIA COMPLIANCE

Sl. No.	Eligibility Criteria	Proof of Documents to be Submitted	Bidders Compliance (Yes/No)
1	Bidder should be a company registered under Companies Act 1956 and Companies Act 2013 and operating for last three years as on RFP date.	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted.	
2.	The bidder submitting the offer should have minimum Annual turnover of Rs. 1 (One) Crore during the last 3 financial years i.e 2015-16, 2016-17 & 2017-18 . This must be the individual company turnover and not of any group of companies.	Copy of audited balance sheet of the financial year 2015-16, 2016-17 & 2017-18 .	
3.	Bidder should have positive net worth for last three financial years (2015-16, 2016-17 & 2017-18) .	Copy of audited balance sheet of the financial year 2015-16, 2016-17 & 2017-18 .	
4.	The bidder should have the experience of implementation of Centralised Software for Official Language (Hindi Rajbhasha) or similar centralised solution in a Scheduled Commercial Banks / RBI / Central / State Govt. Department / PSUs in India.	Relevant copies of Purchase Orders/Credential Letters on organization letterhead from the authorized personnel from client organization confirming that the deliveries of the services are in accordance with contracted terms and Purchase order. Certificate of existing status on client organization letterhead.	
	The bidder should be either Original Solution Developer (OSD) of proposed solution or its authorised channel Partner.	An authorization letter from OSD to this effect should be furnished as per Annexure-6. This letter should specify that in case authorized representative is not able to	

		perform obligations as per contract during contract period, the Original Solution Developer would provide the same.	
5.	Bidder/OSD should not have been black-listed by any bank / institution in India during the last 3 years and the said disability should not be in force.	Self-declaration to this effect on Company letter head should be submitted.	



TECHNICAL & FUNCTIONAL SPECIFICATION

S.No	Requirement	Bidders Compliance (Yes/No)	Remarks
1.	The proposed Centralized solution should support conversion from English Language to Hindi Language of all the customer facing CBS Application reports/ documents to be downloaded through Core Banking Solution i.e Finacle Version 7.0.25. In future, Bank is planning to migrate to Finacle version 10.x, vendor has to integrate the proposed solution with the Finacle upgraded version without incurring any additional cost to Bank.		
2.	The proposed Centralised solution should not update/change any part of the application or its database integrated with CBS. In future, if any customization/ changes is required in the existing solution, the vendor has to do the same without incurring any additional cost to the Bank		
3.	The proposed Centralised solution should be compatible with Bank's existing Core Banking Solution (CBS). All the responsibility of integration lies with the Successful Bidder.		
4.	No change or upgrade of the target application should be necessary for language conversion.		
5.	The functionality of existing CBS Applications & any other Applications integrated with same should be in no way altered.		
6.	The proposed Bilingual solution should have the facility that it can be activated (executed) as per individual user's choice to carry out Language translation.		
7.	The proposed software should be integrated with the Core Banking Application of CBS.		
8.	The solution should provide the facility of passbook printing for all the deposit account types such as SB current, Recurring Deposit, etc., which should provide the facility of printing in		

	Hindi. The system should also facilitate the functionality for rectification of the Name, Address ,data etc. to be printed in Devnagri Script.		
9.	There would be a facility of printing DD/FDR/Passbook/Account Statement/Cheque pay order in Hindi.		
10.	The solution should facilitate the printing of Welcome letters/Recovery Letters or any other such letters being generated & sent to customers through the applications exposed towards the customer end in Hindi.		
11.	The solution should facilitate the functionality of default printing of passbooks in Hindi language based on the region list defined by RBI, Government of India.		
12.	The solution should have capability to provide Hindi language support for all future versions of Core Banking Solution.		
13.	Delivery of the software should include dictionary editor for editing and updating of phrase conversion dictionary used by the solution. The solution should support Devnagri Script for phrase conversion/data dictionary update.		
14.	Should provide choice of exclusion of specific data from conversion		
15.	Should be capable of enabling users to toggle between languages.		
16.	Conversion from English to Hindi language on the fly		
17.	The Solution proposed should be independent of Device Driver and should be Browser independent also.		
18.	The Solution proposed should support all versions of the Windows Operating Systems.		
19.	The solution should support translation of all words/phrases as per RBI Glossary released by RBI Periodically.		
20.	The proposed Centralised Solution should include localization of the application screens, reports and all output documents.		
21.	The proposed Centralised solution should support		

	various file types such as Text, PDF, HTML, and XML etc.		
22.	The proposed Bilingual solution should provide translation as below:		
23.	On-screen reports of the following formats: Text, HTML and PDF.		
24.	Reports Display and Printing: Reports from CBS Application including any customized reports. Reports should be completely converted into target language i.e. Hindi Language maintaining the format exactly as per English. This includes conversion of configuration & master data, and Customer data in Bilingual (using Phonetic Transliteration). This should not have any impact on the existing English reports.		
25.	The proposed Bilingual solution must provide support for printing bilingual text (English+ Hindi Language) by providing a reformatted version of the report. The software should allow independent selection of print language.		
26.	The proposed Bilingual solution should be able to carry out conversion of on-line print as well as text, html and PDF file report formats. Printing should be supported on DMP, Laser and Ink-jet printers.		
27.	Unicode: The proposed Bilingual solution should be able to support Unicode for Hindi Language.		
28.	Since the recommended solution is centralized, it should however support if required distributed solution (Logistics dependent) i.e. application installation kit for easy installation of the solution at the required location and the solution should have automatic uninstall support.		
29.	The proposed Centralised Bilingual solution should be capable of generating bilingual reports from CBS Application exposed towards the customers end and its printing in Hindi and English Languages and user should be able to select the language in which they wish to download the report.		
30.	Bidder is required to develop dictionaries (Hindi and English) required in order to achieve the		

	scope of the RFP. If any update/ implementation/ integration is required with the CBS Existing Solution/ other solutions to successfully integrate, commission and implement the solution shall be provided by the bidder.		
31.	The Data Dictionary updation should be centralised one and necessary tools for same need to be provided by the bidder.		
32.	Bidder is required to submit relevant documents related to Software, its Implementation, Customization etc. during the entire contract period as in when required by Bank.		
33.	Bidder to provide regular updates/upgrades/ patches released by the OEM during the entire contract period and shall document and provide the documents to Bank detailing all the changes in the solution. If required, bidder is required to provide the training to Bank Officials of all the changes made in the solution at no additional cost to Bank during the contract period.		
34.	Bidder will be solely responsible for integrating, implementing and commissioning the solution at Bank offices as required in order to successfully implement and commission the proposed solutions. Any interfaces required for successful implementation/ operations of the solution should be developed by the bidder.		
35.	The responsibility of integration of proposed solution with the Core Banking Solution and any other solution required lies with the bidder selected through this RFP. UCO Bank shall provide adequate support to bidder for the purpose of integration		
36.	UCO Bank will not take any responsibility of any assumptions made by the bidder. It is the responsibility of the bidder to ensure successful implementation of the proposed solution. The bidder is also responsible for the accuracy of the bid and Bank is not liable for any errors or assumptions made by the bidder.		

37.	Bidder shall address all the errors/bugs/gaps in the functionality in the solution implemented and will also ensure compliance to IS Audit observations at no additional cost during the Warranty and Maintenance phase. The solution should not contain any malicious codes.		
38.	Issue log for the errors and bugs identified in the solution and any change done in the solution shall be maintained by the bidder and should be periodically submitted to the Bank team.		
39.	The Bidder shall perform an in-depth analysis of the existing system and shall submit a detailed plan for the implementation of this project, including but not limited to the following:		
40.	Project Plan detailing each task with target date and assigned resource persons and installation of all supplied items and integration with existing infrastructure at Bank Offices.		
41.	Architecture Diagram		
42.	The proposed Centralised Solution architecture should support centralized -without having to redesign any screens or and also Banks existing IT architecture. This means the installation of the proposed Solution should be available as a centralized solution.		
43.	The proposed Bilingual Solution should not require an upgrade of the current work station/Desktop hardware and should not affect the performance of the desktop.		
44.	The network requirement should be optimized for performance.		
45.	There should not be any additional requirement of procuring any other 3rd party solutions like fonts, utilities etc. for implementation of the proposed Centralised Bilingual Solution.		
46.	The Solution proposed should support all types of Desktop Environments.		

PRE-BID QUERIES FORMAT
(To be submitted by the Bidder(s))

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	Subject/Description	Query Sought / Suggestions by the Bidder
1					
2					
3					
4					
5					
6					
7					
8					

Application Integrity Statement
(To be submitted in the Company Letter Head with technical Bid)

We undertake, that application supplied for Implementation of Centralised Software for Official Language (Hindi Rajbhasha) and other applications provided to Bank as per the scope of this RFP is free of malware, free of any obvious bugs, and free of any covert channels in the code.

Authorized signatory

Name:

Designation:

Place:

Date:



COMMERCIAL BID FORMAT

Sl. No.	Item Description	Unit Price (₹) (A)	Applicable Taxes (%) (B)	Applicable Taxes (₹) (C)	Total Cost (D)= A+C
1	Enterprise License Cost for Centralised software for Official Language with 3 year warranty (Including DC & DR Sites)				
2	Third Party Utilities (If any)				
3	Implementation, Installation & Commissioning Cost for the Centralised software for OL at DC & DR Site				
4	4 th year ATS Cost for Software				
5	5 th year ATS Cost for Software				
6	Any other, if required				
Total Cost of Ownership (In Figures)					
Total Cost of Ownership (In Words)					

Terms and Conditions

- In case there is a mismatch between the words and figures for TCO, the amount mentioned in words will be considered.
- Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
- L1 bidder would be determined based on the lowest Total Cost of Ownership quoted by the bidder as per Table given above.
- The price quoted should be inclusive of all applicable taxes and will not change due to exchange fluctuations, inflation, market conditions, etc.
- The Bidder should quote considering requirements given in this RFP document and no additional payment for any application(s) / service(s) would be made.
- Per year ATS cost cannot be quoted less than 5% of the original cost of implementation.
- Bidder should strictly quote in the format as mentioned above.
- No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.
- Payment will be made on completion of job / project assigned.

Place:

Signature of Bidder: _____

Date:

Name: _____

Business Address: _____

MASKED COMMERCIAL BID FORMAT

Sl. No.	Item Description	Unit Price (₹) (A)	Applicable Taxes (%) (B)	Applicable Taxes (₹) (C)	Total Cost (D)= A+C
1	Enterprise License Cost for Centralised software for Official Language with 3 years warranty (Including DC & DR Sites)				
2	Third Party Utilities (If any)				
3	Implementation, Installation & Commissioning Cost for the Centralised software for OL at DC & DR Site				
4	4 th year ATS Cost for Software				
5	5 th year ATS Cost for Software				
6	Any other, if required				
Total Cost of Ownership (In Figures)					
Total Cost of Ownership (In Words)					

Terms and Conditions

- In case there is a mismatch between the words and figures for TCO, the amount mentioned in words will be considered.
- Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
- L1 bidder would be determined based on the lowest Total Cost of Ownership quoted by the bidder as per Table given above.
- The price quoted should be inclusive of all applicable taxes and will not change due to exchange fluctuations, inflation, market conditions, etc.
- The Bidder should quote considering requirements given in this RFP document and no additional payment for any application(s) / service(s) would be made.
- Per year ATS cost cannot be quoted less than 5% of the original cost of implementation.
- Bidder should strictly quote in the format as mentioned above.
- No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.
- Payment will be made on completion of job / project assigned.

Place:

Signature of Bidder: _____

Date:

Name: _____

Business Address: _____

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

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

And

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

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

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of Implementation of Centralised Software for Official Language (Hind Rajbhasha) 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/PSBs 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:

Authorised Signatory

Department of IT

Place:

Date:

Witness :

(Name & Address)

BIDDER * /SELLER*

Signature:

Authorized Signatory (*)

Witness :

(Name & Address)

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

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

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

4. We,[indicate the name of the Bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.
5. We [indicate the name of Bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.
7. We, [indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

- l. Our liability under this Bank Guarantee shall not exceed Rs.....
(Rupees.....) Only.
- m. This Bank Guarantee shall be valid upto
.....and

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

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

Yours' faithfully,

For and on behalf of

_____ Bank.

Authorised Official.

NOTE:

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

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



NON-DISCLOSURE AGREEMENT**(To be executed on a non-judicial stamp paper of requisite value)**

This Non-Disclosure Agreement is entered into on thisday of, 2019.

BETWEEN

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

AND

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



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

WHEREAS the Vendor/Receiving Party is *inter alia* engaged for Implementation of Centralised Software for Official Language (Hindi Rajbhasha) as per the terms and conditions specified in the RFP Ref. No. **DIT/BPR & BTD/OA/5034/2018-19 dated 15/02/2019**. The Vendor/Receiving Party would be the single point of contact for this project.

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

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for Implementation of Centralised Software for Official Language (Hindi Rajbhasha).

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

investments and goodwill, and jeopardize a Party's relationship with a Party's clients and customers; and

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

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

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

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

3. Restrictions: Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the "**Receiving Party**") shall, for contract period of one (01) year from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use (except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Arbitration and Equitable Relief

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

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

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

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

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

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

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

2. General Provisions

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

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

(c) Successors and Assign: This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its

rights or duties under this Agreement without the prior written consent of the other Party.

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

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

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

(g) Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and _____ (the bidder)

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

For and on behalf of

.....

Signature: _____

Name: _____

Designation: _____

Date: _____

For and on behalf of

.....

(The bidder)

Signature: _____

Name: _____

Designation: _____

Date: _____

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

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

Dear Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:

Ref: RFP for Implementation of Centralised Software for Official Language (Hindi Rajbhasha)" (RFP Ref No. DIT/BPR & BTB/OA/5034/2018-19 Date: 15/02/2019)

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

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

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

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

Yours faithfully,

Authorised Signatory
Designation
Bidder's corporate name
Place:
Date:

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

To,

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

Dear Sir(s),

Sub: Implementation of Centralised Software for Official Language (Hindi Rajbhasha) , RFP Ref No. DIT/BPR & BTB/OA/5034/2018-19 Date: 15/02/2019

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