

**Request for Proposal (RFP)
For
Procurement of Solution for E-Learning Program**



**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/1689/2019-20 Date: 23/07/2019

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 Procurement of solution for E-Learning Program. It should not be reused or copied or used either partially or fully in any form.

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CONTROL SHEET TABLE

Tender Reference	DIT/BPR & BTB/OA/1689/2019-20 Date: 23/07/2019
Cost of Tender Documents	Rs.10,000 (Rupees Ten Thousand Only)
Date of issue of RFP	23/07/2019
Earnest Money Deposit (EMD)	Rs.2,00,000/- (Rupees Two Lakhs in the form of BG only)
Date of Commencement of Sale of Tender Document	23/07/2019
Pre Bid queries to be received only online at:- hodit.calcutta@ucobank.co.in	On or before 30/07/2019 up to 04:00 PM
Pre bid Meeting and Venue	31/07/2019 at 03:30 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	21/08/2019 at 04.00 PM
Opening of Technical Bids	21/08/2019 at 04.30 PM
Opening of Commercial Bid	Will be informed subsequently to eligible & technically qualified bidders.
Address of Communication	UCO BANK, Head Office-2 Department of Information Technology, 7th Floor, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064.
Email address	hodit.proc@ucobank.co.in
Bids to be submitted	Tender box placed at: UCO BANK, Head Office – 2, Department of Information Technology 5th Floor, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064.

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

PART - I: GENERAL TERMS AND CONDITIONS

1. INTRODUCTION

UCO BANK, a body Corporate, established under The Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata - 700001, India, hereinafter called "The Bank", is one of the leading public sector Banks in India having 3000+ Domestic branches, two overseas branches and 2500+ ATMs (including Biometric enabled ATMs) spread all over the country.

This Request for Proposal (RFP) document has been prepared solely for enabling UCO Bank ("the Bank") for Procurement of Solution for E-Learning Program.

2. OBJECTIVE

Bank proposes to procure e-Learning solution keeping in mind the following objectives:-

- To provide an opportunity to Staff Members to upgrade their skills and re-define their attitude.
- To promote an easy and accessible platform for learning by self.
- To create an environment of continuous learning for development of individual, thereby improving their performance.
- To ensure continuous development of human resource through effective learning process.
- To develop the skills for current assignment as well as to prepare for higher role.

3. 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	Criteria	Proof of Documents required/must be submitted
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on RFP issuance date.	Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, to be submitted.

2	The Bidder should have registered a minimum consolidated turnover of an average of Rs.2 crores or above in the last three years including e-learning business 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. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
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 implemented their e-Learning Management Solution in at least any 1 scheduled commercial bank in India.	A detailed list on company letter head, including the customer details, year of implementation, brief description of the projects, etc. should be submitted. Documentary Proof for implementation of order/ contract execution copy for the 2 organizations. Copy of purchase order / completion certificate between the bidder and its client.
5	The Bidder should be an OEM (Original Equipment Manufacturer/OSD (Original Solution Developer) or an authorized Partner or System Integrator of OEM / OSD whose product they are proposing, for supply of licenses and solution implementation and maintenance support under warranty/AMC/ ATS for the solution.	Manufactured Authorization Form from OEM / OSD must be provided on their letter head.
7	The Bidder / the OSD (where bidder is the System Integrator) should have developed e-learning courses using rapid development tools. The Bidder should have developed and delivered AICC / SCORM compliant custom e-learning content for at least 2 organisations including Banks.	A detailed list on company letter head, including the customer details, year of implementation, brief description of the projects, etc. should be submitted. Documentary Proof for implementation of order/ contract execution copy for the 2 organizations.

		The bidder will be required to showcase SCORM Compliant e-learning developed by them, to the Bank's evaluation team.
8	The Bidder to provide an undertaking on its letter head that all the technical features highlighted as part of Technical Scope are covered in totality in the proposal submitted by the bidder.	Letter of undertaking on bidder's letterhead.
9	The Bidder must be able to assign a dedicated team to the Bank's project. The Bidder must have a Subject Matter Expert (SME) who has at least 3 years of experience in learning & development.	Letter of undertaking on bidder's letterhead.
10	The Bidder should have all necessary licenses, permissions, consents, no objections, approvals as required under law for carrying out its business as on date of submission of the bid.	Letter of undertaking on bidder's letterhead.
11	Bidder should not have been debarred / black-listed by any Public Sector Bank / ICAI as on date of RFP submission.	Self-declaration to that effect should be submitted on company letter head.
12	<p>The service provider should ensure that there are:</p> <ul style="list-style-type: none"> • No legal proceedings pending or threatened against service provider or which adversely affect / may affect performance under the contract; and • No inquiries or investigations have been threatened, commenced or pending against the service provider or by any statutory or regulatory or investigative agencies. 	Declaration in the letterhead of the service provider's company to that effect duly certified by Statutory Auditor / Chartered Accountant / Company Secretary should be submitted.

Note:-

- i. In this tender process, either authorized representative / distributor in India on behalf of Principal OEM (Original Equipment Manufacturer) /OSD (Original Solution Developer) or Principal OEM / OSD itself can bid but both cannot bid simultaneously. In such case OEM / OSD bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM / OSD, the same agent / distributor shall not submit a bid on behalf of another Principal OEM / OSD in the same tender for the same item or product.
- ii. For the purpose of eligibility criteria, Implementing must include the following activities –
 - Understanding existing processes and to-be process design.
 - Software development / customization.
 - Software deployment.
 - Alpha testing / UAT.
 - Roll-out and go-live.
 - Training the client on product usage & preparation of training material.

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

PART – II

4. PRE-QUALIFICATION TERMS & CONDITIONS

UCO Bank invites sealed tenders comprising of eligibility, Technical bid and Commercial bid from experienced prospective bidders having proven capabilities for Procurement of solution for E-Learning Program. The prospective bidders are required to adhere to the terms of this RFP document and any deviations to the same shall not be acceptable to UCO Bank.

The bidder (also called the selected bidder 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 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 super-scribed, 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 RFP for Procurement of Solution for E-Learning Program**” on top of the envelope containing Eligibility Bid, “**Technical Bid for RFP for Procurement of solution for E-Learning Program**” containing Technical Bid & “**Commercial Bid for RFP for Procurement of Solution for E-Learning Program**” on top of the envelope containing Commercial Bid. All these sealed envelopes should be put together in another sealed envelope super scribing “Bids for Procurement of solution for E-Learning Program” mentioning reference number

and date given hereinabove. If the cover/envelope are not sealed & super-scribed 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.

5. SUBMISSION OF OFFER- THREE BID SYSTEM

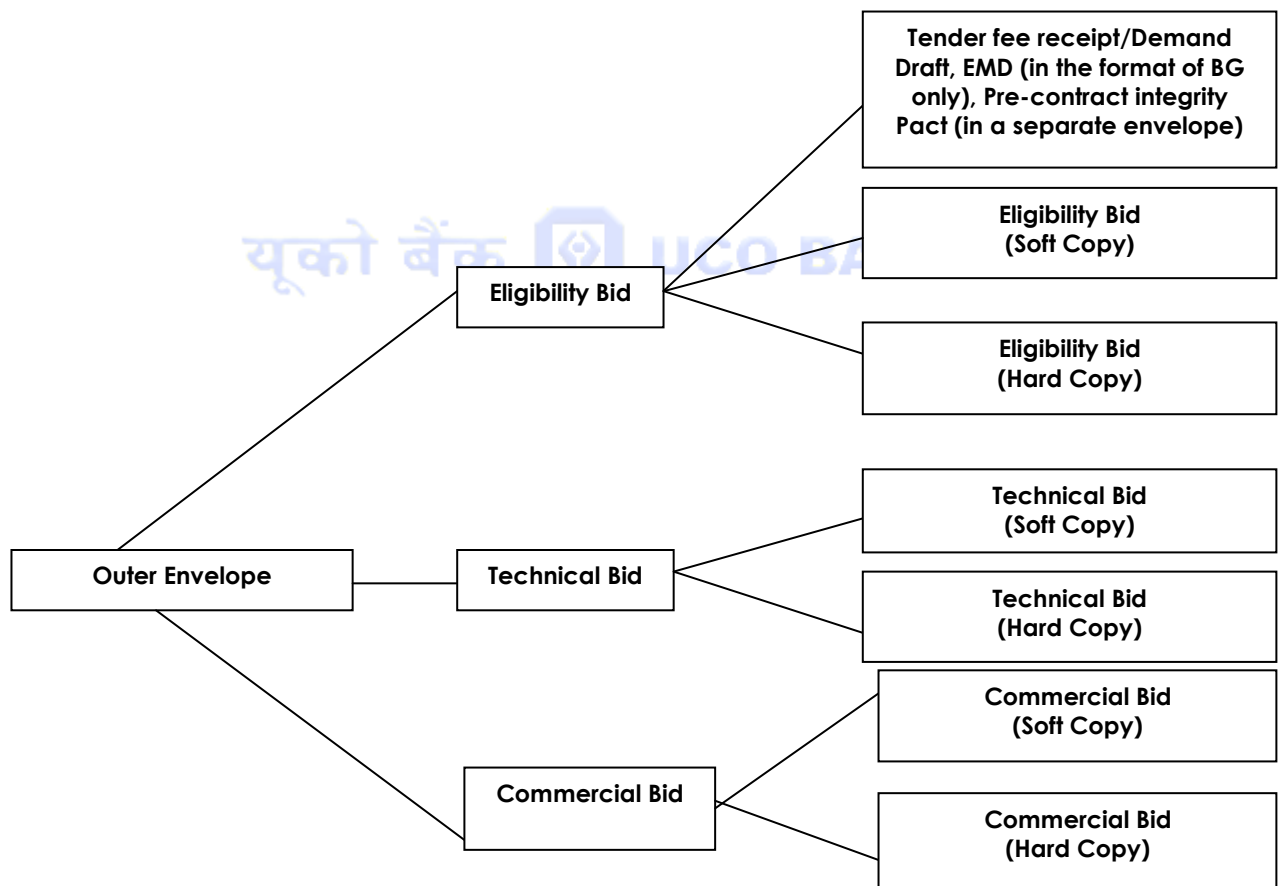
Separate Eligibility, Technical and Commercial Bids along with soft copies duly sealed and super-scribed as – RFP for Procurement of solution for E-Learning Program (Eligibility Bid), -- RFP for Procurement of solution for E-Learning Program (Technical Bid) and -- RFP for Procurement of solution for E-Learning Program (Commercial Bid) respectively should be put in a single sealed outer cover duly sealed and super-scribed as- **“RFP for Procurement of Solution for E-Learning Program”** 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 Control Sheet Table, on or before the date specified therein.

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

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

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



The 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.

- i. Technical Bid should be duly sealed and super scribed as "Technical Bid for RFP for Procurement of solution for E-Learning Program".
- ii. Bid should comply with the Scope of Work as specified hereinafter.
- iii. 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.
- iv. One Separate envelope containing Tender Fee, EMD and Pre-Contract Integrity Pact should invariably be placed in Eligibility Bid envelope. Non-submission of the same will be liable for rejection of the Bid.
- v. Bidders to submit a masked commercial Bid i.e. by hiding price commercial bid as per Annexure - XXI with technical bid envelope to be submitted.
- vi. Commercial bid duly sealed and super scribed as "Commercial Bid for RFP for Procurement of solution for E-Learning Program".
- vii. The Commercial bid should have compliance chart as per Annexure-XXII.
- viii. Incomplete bids or bids not conforming to the terms and conditions are liable for rejection by the Bank.
- ix. 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.
- x. 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.
- xi. 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.
- xii. 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.
- xiii. 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.
- xiv. 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.
- xv. Canvassing of any kind or Bid submitted with false information will be a disqualification.

- xvi. 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.
- xvii. 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.
- xviii. 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.
- xix. 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.
- xx. 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.
- xxi. 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.
- xxii. 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/OSD.
- xxiii. Bids once submitted shall not be returned to the Bidder in future.
- xxiv. Bidder must have back to back support relation with the OEM / OSD whose products are offered by the bidder to the Bank, in case the bidder is not an Original Equipment Manufacturer (OEM)/OSD (Original Solution Provider). A commitment letter from the OEM/OSD at least for a period of 7 years has to be submitted along with the Technical bid.
- xxv. The technical bid shall be submitted in conformity with the Scope of Work.
- xxvi. The bidder shall not quote for the products, whose End of Sale / End of Support / End of Life has been declared by the OSD. The Bidder has to ensure that any Solution supplied as part of this RFP should not reach end of support or end of life for at least Seven (7) years postdate of acceptance of such solution by the Bank. In the event if any solution supplied by the selected bidder, reaches either end of support or end of life as stipulated in this clause, within the period of 7 years , the selected bidder has to immediately replace/upgrade the solution at no additional cost to the Bank.
- xxvii. The selected bidder must adhere to the terms of this RFP document.

xxviii. **Make & Model:** It is mandatory to mention make & model of all the items and their sub-components as have been sought for in the Technical Specification. The offer may not be evaluated / or will be liable for rejection in case of non-submission or partial submission of make, model of the items offered.

6. COST OF TENDER DOCUMENTS

A complete set of tender documents can be obtained from the following address during office hours on all working days on submission of a written application. The bidder participating in the RFP is required to submit a non-refundable fee of Rs.10,000/- (Rupees Ten Thousand only) for **RFP for Procurement of solution for E-Learning Program** through NEFT mode on or before the date & time of technical bid submission. The bidder has to provide Bank with the UTR no. generated after the NEFT (hard copy of the receipt generated should be submitted along with the bid documents), failing which the bid of the concerned bidder will be rejected.

The Bank details for submission of Tender Fee are given as below:

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

**The Deputy General Manager ,
UCO Bank, Head Office – 2,
Department of Information Technology,
3 & 4 DD Block (5th Floor), Sector – I,
Salt Lake, Kolkata – 700 064.**

Email:
hodit.proc@ucobank.co.in

7. 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 – VI. The EMD amount is Rs.2,00,000/- (Rupees Two Lakhs 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.

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

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

8. MSME

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

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

Bank Guarantee has to be submitted by the bidder under any circumstance.

9. REJECTION OF THE BID

The Bid is liable to be rejected if:

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

10. PRE-BID MEETING

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bank intends to hold a pre-bid meeting on the date & time as indicated in the RFP (Control Sheet Table). The queries for the Pre-Bid meeting should be reached by email (as per format given in Annexure - XV) on or before the date mentioned above on e-mail at 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 at Bank's website. No individual correspondence will be accepted in this regard. 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.

11. 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.

12. 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.

13. 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.

14. CONFIDENTIALITY

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 on Bank.

15. 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.

16. 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.

17. NO LEGAL RELATIONSHIP

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

18. ERRORS AND OMISSIONS

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

19. ACCEPTANCE OF TERMS

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

20. RFP RESPONSE

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

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

21. 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.

22. 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.

23. LANGUAGE OF BIDS

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

24. 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 re-submission 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.

25. 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.

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

PART –III

27. EVALUATION CRITERIA

UCO Bank will follow Three Bid System i.e. Eligibility Bid – containing Eligibility Information, Tender Fee, Earnest Money Deposit in the form of Bank Guarantee and Pre Contract Integrity Pact(as per Annexure – XVI), Technical Bid – containing Technical Information and Commercial Bid – containing Price Information. Eligibility evaluation would be completed first followed by Technical & Functional evaluation. Thereafter, Price Information (Commercial Bid) of the eligible & technically qualified bidders will be opened and Lowest Bidder (L1) will be selected based on the Total Amount quoted in the commercial bid.

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

Evaluation Methodology

The evaluation will be a three-stage process -

- Phase 1 – Eligibility Evaluation
- Phase 2 – Technical and functional Evaluation
- Phase 3 – Commercial Evaluation

Eligibility Evaluation

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

Technical & Functional Evaluation

- a. The proposals will be evaluated in three stages. In the first stage, i.e. Eligibility Evaluation as mentioned in Annexure – XVIII. In the second stage, Technical & Functional Evaluation as mentioned in Annexures – XIX, XX, the bidders will be shortlisted, based on their responses. In the third stage, the commercial bids of the eligible & technically qualified bidders would be opened and evaluated.
- b. The Bank will evaluate the technical responses of the bidders who are found eligible as per the eligibility criteria mentioned in the RFP. There will be no scoring involved in the eligibility evaluation of the bidders.
- c. During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter / fax / e-mail seeking clarification / explanation.

Technical bid evaluation methodology that UCO Bank would adopt is given below:

- The requirements are given in Annexures – XIX, XX.
- UCO Bank may, at its discretion, waive off any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and UCO Bank reserves the right for such waivers.
- The bidders should provide their response ('Y' or 'N') to the questionnaire in the column "Compliance" in Annexures – XIX & XX.
- The Responses should be as per the table below.

Response	Description
Y	Yes, Available
N	No, Not Available

- If any bidder provides response other than 'Y' or 'N' the same will be treated as Not Available i.e. 'N'.
- Bidder should comply with all the requirements given in Annexures – XIX & XX. Non-compliance to any of the requirement in Annexure – XIX & XX may attract rejection of the proposal.

Commercial Evaluation

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:

- a. The Bill of Material must be attached in Technical Bid as well as Commercial Bid. The format will be identical for both Technical Bid and Commercial Bid, except that the Technical bid should not contain any price information (with Prices masked). Technical bid without masked Bill of Materials will be liable for rejection. Any deviations from the Bill of Material / non-submission of prices as per the format shall make the bid liable for rejection.
- b. The L1 bidder will be selected on the basis of the amount quoted for the proposed solution quoted by them as per commercial bid.
- c. 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.
- d. In case there is a variation between figure and words, the value mentioned in words will be considered.

PART – IV

28. SCOPE OF THE WORK

i. IMPLEMENTATION

- a) Bank is planning to implement an e-Learning Solution as well as mobile app and develop e-learning content as per the specifications provided in **Annexure – XIX & XX “Technical Specifications”**. The e-Learning Solution should involve various components including supply of licenses for and implementation of Application Software and other necessary modules / software or development from grounds up, development of interfaces and customizations where necessary, setting up of all necessary applications in the Disaster Recovery Centre for the E-LEARNING SOLUTION roll-out, training of end users, providing implementation services, and rolling out the e-Learning application in other offices of the Bank and provide maintenance services as mentioned in Warranty & ATS clause of the subject RFP.
- b) The key objectives of the e-Learning Program are as follows:-
- i. To promote an easy & accessible platform for learning by itself.
 - ii. To provide an opportunity to all staff members to upgrade their skills & re-define their attitude.
 - iii. To create an environment of continuous learning for personal as well as professional development of individual.
 - iv. To develop the skills for current assignment as well as to prepare for higher role.
 - v. To integrate the e-Learning resources to complement classroom training & achieve a blended learning approach.
- c) The Bidder has to envisage all necessary services to be provided and ensure that the same is delivered to the Bank. Apart from this RFP, selected bidder will have to enter into Service Level Agreement (SLA), Deed of Indemnity (DOI) and Non-Disclosure Agreement (NDA) in the form and manner acceptable to Bank, and the same will have to be executed with the Bank.
- d) The Bidder would be in total charge of the following:
- Complete Systems Software required for the e-Learning Solution.
 - Implementation Services for e-Learning Solution along with development of e-learning content
 - Warranty & ATS
 - Training & maintenance of all training content during the contract period.
- e) The selected bidder has to ensure that any solution supplied as part of this RFP should not reach end of support or end of life for at least seven years post-date of acceptance of such solution by the Bank. In the event if any equipment supplied by the selected bidder, reaches either end of support or end of life as stipulated in this clause, within the period of 5 years, the selected bidder has to immediately replace/upgrade the solution at no additional cost to the Bank.
- f) The bidder should be in a position to provide a complete e-Learning Solution. The proposed application should support minimum 5,000 concurrent users

with scalability to meet future needs. Bank may increase the concurrent user base on certain period up to 12,000 as per the need (for example, during promotion process or online exams). The administrator of solution should have privilege to restrict or permit access to selected user to selected options.

- g) The bidder has to provide an administrative module for creating/uploading the courses, registration of the users for the courses individually or batch wise. The solution should provide facility to maintain user profile independently and /or integrated with Bank's HRMS package. The integration with HRMS should be done with necessary security so that no unauthorized person is able to access HRMS/e-learning modules or contents. The solution should have access through internet or intranet. Bank's HRMS system should be able to fetch MIS reports and data from e-learning solution, when integrated with HRMS.

Note: Bank has its in-house Human Resources Management System (HRMS) application which is combination of systems and processes that connect Human Resource Management and Information Technology. HRMS helps with employees' information gathering or tracking and provides analytics and informed decision making.

ii. **TECHNO-FUNCTIONAL REQUIREMENTS:-**

The e-Learning Solution should meet the following high-level functional requirements (but not limited to):

1. **Salient Features:**

- a. User Administration module.
- b. Training Calendars / course catalogue of e-Learning Modules only.
- c. Performance report and certification.
- d. System notifications.
- e. E-learning Management
- f. Course creator/editor tool content authoring
- g. Class room training content / trainer repository.
- h. Feedback.
- i. User modifiable Home Page.
- j. e-Learning Training resource management.
- k. Reports/MIS.
- l. Data export from e-learning
- m. HRMS should be able to fetch MIS reports and data from e-learning solution.
- n. Assessment survey/test engine.
- o. Course certification.
- p. Should support low bandwidth such as 128 kbps.
- q. The application must be device agnostic and accessible through desktops / browsers / mobiles / tabs / i-pads etc.
- r. Facility to send customised SMS/email alerts to users as per requirement.

2. Business Functionalities

- i. To provide e-Learning Application software (E-LEARNING SOLUTION), Development & Support, Onsite Operations, System Management, IT Infrastructure Management & Support should be provided for 1 years' warranty and 4 year ATS.
- ii. Content development and Authoring Tools (text, pdf, video, audio, gamification etc.). Content development for e-learning solution is primary responsibility of the selected bidder. However, Bank shall provide the basic course material for this purpose. Content developed by the bidder shall be finally approved by Bank.
- iii. Simplicity and ease of access should be the hallmark of the solution.
- iv. To customize the application suitable to the Bank requirements
- v. To supply e-Learning Application consisting of E-LEARNING SOLUTION with flexibility to integrate Collaboration tools like Announcements, News (Display custom new content from dynamic online sources), Discussion Forum, Chat rooms, blogs, online debates and virtual classroom etc.
- vi. Capability to host & support separate instances, as and when required, for external entities / users with due verification of credentials.
- vii. The solution should support any 3rd party courseware or Bank's in-built courseware, which may or may not be AICC / SCORM compliant.
- viii. Capability to:
 - b) upload classroom course material /ppt/ videos/ pdf / e-Learning courses etc., as part of "Pre-read" material and b) provide exclusive access to the Existing / Prospective users for "Pre – Reads"
 - c) Capability to provide application access through Internet / Intranet across platforms viz., Desktops/ PDAs/ TABs/ Mobiles etc.,
 - d) Capability to integrate inputs from various sources & aggregating data dash board generation
 - e) Mobile App of E-LEARNING SOLUTION to be provided for Android / iOS etc.
 - f) Search Engine / Knowledge Management
 - g) Capability to host and maintain digital assets (documents, videos, ppts, files etc.) & provide efficient search engine. Search from within the repository as well as other internal and external links. (real time response to be within 2 to 5 seconds)

3. Functional Requirements

- i. Be based on any popular Proprietary product
- ii. Be flexible, scalable, easily customizable, browser / mobile-handset independent and accessible over low bandwidth as well.

- iii. Customize branding, navigation, look & feel, etc. for each domain via configuration settings (and not customization). Client must be able to configure this without selected bidder assistance
- iv. Create custom home page and other portal page designs based on target populations
- v. Modular to allow implementation of certain functionality / feature for certain groups or domains of users. It should also allow easy addition or removal of functionality
- vi. Should host videos/ audios and able to deliver over low bandwidth (streaming capabilities) with tracking mechanism
- vii. Provision to create personalized home page/ calendar / personal dash boards
- viii. System should support creation of multiple instances (for internal / external users)
- ix. System should restrict access rights based on entity/ organization / user types

COURSE

- x. Maintain and update course catalogue (Internal and course catalogues)
- xi. Allow users to download course materials for offline training in an encrypted format. Reading of the downloaded content (offline content) should be controlled by an application only through E-LEARNING SOLUTION. The user offline learning activity to be synchronized back into the E-LEARNING SOLUTION via plugin, on logging into the Internet
- xii. Courses/ Lessons/ contents may be downloaded only when allowed. These features may be easily customizable by the respective administrator of the E-LEARNING SOLUTION.
- xiii. Should not limit the number of courses and events that the E-LEARNING SOLUTION it can contain/ maintain/ support. If there are limits, please describe those and how they work
- xiv. Specify due dates for course completion and notify the user in advance of a deadline
- xv. Create multiple courses with multiple types of Digital Content.
- xvi. Maintain classification of courses based on content type, author, org unit etc.
- xvii. Create Multiple courses with a set of Lessons and corresponding Tests
- xviii. Facility to make a Lesson "INACTIVE" and corresponding "Test" should be made "INACTIVE" in all the courses (wherever the Lesson is available). An "INACTIVE" test should not be available to the user of re-take / re- attempt.
- xix. Should provide administrative segregation between domains – the ability to restrict admin access across domains or to allow it in any desired combination

- xx. Should have built-in authoring tools to develop SCORM / AICC / E-LEARNING SOLUTION compatible e-Learning content (latest version of SCORM as at the time of development).
- xxi. System should support HTML 5/ Flash content, content suitable to SCORM / AICC / Tin-Can API or any other E-LEARNING SOLUTION standards
- xxii. Should have a facility to link with external entities / sites while creating courses
- xxiii. System should allow the users to register / un-register for a course
- xxiv. System should have a facility to maintain a wait list for a given course. When a learner drops out from a course / completes a course, the next learner in wait list is auto registered and a notification (email) should be sent to the learner
- xxv. System should have a facility to create courses with a start date and an end date option (expiry) and these details should appear in the individual calendars
- xxvi. Whenever a learner registers for a course, his calendar should be updated

TESTS

- xxvii. Be capable of creating Assessments, quizzes and Time based assessments
- xxviii. Be a template driven system for selection of question from question pool, different types (multiple choice, descriptive), pre and post test score tracking, Single and multiple attempts options
- xxix. Should maintain a grade book for each user. This should be updated automatically for grades obtained within the system and also allow manual updates (by instructor / supervisor) for grades obtained outside the system.
- xxx. Allow learners to print Course / Lesson completion & Test Pass certificates
- xxxi. Should support multiple-choice, True/False, Fill-in-the-Blank, free response, essay type questions (and answers) in any combination for a test or survey, "wizard" based tool for creating tests, time limits to be set for assessments/tests, restrict the number of attempts allowed for a test, provision to specify a minimum passing score, display test results in learner's grade book.
- xxxii. E-LEARNING SOLUTION to have the capability to conduct an on-line evaluation/assessment of objective, subjective questions/ answers.
- xxxiii. E-LEARNING SOLUTION to have the capability to accept the responses from the users for the on-line subjective tests with an option for online assessment & review of the subjective tests by the test administrators.
- xxxiv. The tests should allow images and other digital assets to be linked to questions, randomize questions from a pool to make a test, randomize answer order for multiple choice questions,
- xxxv. Facility to create Multiple assessments / tests and allow access only to the specified users / location based (IP based) restrictions

USERS

- xxxvi. Create multiple groups of users, sub-groups and allow users to be members of multiple groups and sub-groups in any combination
- xxxvii. Register/un-register by all Learners (self-registration) /Supervisor (SME)/ Administrator/ Instructor via a batch file import.
- xxxviii. Should allow expiry dates to be specified for user accounts as well as restrictions on login days and times.
- xxxix. Should have the facility to encrypt the login credentials (User id & Password) submitted by the user during the process of transmission as per the Information System security standards (while validating the user details)
 - xl. Describe the password management mechanism (Password strength, distribution, expiry etc.)
 - xli. Restrict the user registration or Login into the portal based on the eligibility
 - xl. Restrict the login to only one per user and display the Last successful and unsuccessful login details after login to the application
 - xl. System should support combination of various roles like Administrator/ User/ Helpdesk/ Mentor/ SME etc.
- xliv. User Admin should carry on the following roles:-
 - a. Creatin / Deletion / Updation of users
 - b. Allotment of user profile roles
 - c. Download / Upload of e-Learning content
 - d. Download various MIS reports
 - e. Various administrative controls of e-Learning solution

TRACKING

- xl. Should have the ability to track training portal interaction for each user (page views, time online, courses complete, % complete, etc.).
- xlvi. Specify the audit trails that are available including the data is kept in the audit trail with a feature to be turned ON/OFF
- xl. System should have a mechanism to capture & maintain the user activities (accessed, % of completion and time spent), assessment grades etc., earned in the external entities / sites

INTEGRATION

- xl. Should integrate with external / Bank's SMTP mail system / Bank's SMS Service Provider and be able to send bulk/ promotional emails / SMS to the users
- xl. Should be able to integrate with Bank's Single Sign On (SSO) system and HRMS system etc., or any other internal sites of the bank
 - l. Facilitating / directing users from E-LEARNING SOLUTION to links/ urls external to the bank in secure mode

AGGREGATION OF TEST COMPLETION / SCORES

- li. Capability to upload test completion / scores input from sources other than E-LEARNING SOLUTION and aggregation for final score calculation through E-LEARNING SOLUTION

MIS TOOLS

- lii. Parameterizable dash board generation tool (analytics in data as well as graphics format)
- liii. Parameterizable Report generation tool along with scheduling capability
- liv. Parameterizable data extraction / download tool

FEEDBACK & HELP DESK

- lv. Facility to accept "Feedback" on Courses / Lessons / Tests & Assessments/ Quizzes/ Portal Functions / Layout etc., and generate an Individual / Consolidated feedback report / recommendations etc.,
- lvi. Built-in Help desk with escalation mechanism
- lvii. Should provide with context specific help and prompting users to take appropriate action
- lviii. Ticketing facility (Call lodge) / on-site support / on call support

COLLABORATION TOOLS & OTHER FUNCTIONS

- lix. Should have Discussion boards / Forums
- lx. Provision to link Social and Collaborative learning sites
- lxi. System should have a capability to manage webinars
- lxii. System should have the capability to conduct Virtual Training using virtual class rooms.
- lxiii. System should have the capability to support/ Track/ Certify Instructor led classroom training / blended learning/ Virtual class room training/ Course creation etc.

SEARCH ENGINE

- lxiv. E-LEARNING SOLUTION to have a facility to build & maintain a digital repository containing e-Lessons / Videos/ Documents/ Knowledge base etc., with an option to Search across the repository and list the matched search criteria.
- lxv. Tagging / Index generation facility for efficient search
- lxvi. Search to be facilitated based on tags / indexes/ catalogues and also within the content
- lxvii. This search tool to provide a Sort option on the displayed results and drill down the content also.
- lxviii. Should have a Facility to maintain an e-Library containing PDFs / Videos/ Audios/ SOPs & Circulars, Manual of Instructions etc.,
- lxix. Capability to provide Query response / resolution using automated mechanism like Chatbot etc.,
- lxx. User should be able to email/print/copy the result of the searched query.

- lxxi. Bank has developed “Chatbot” Tool. The proposed Search Engine to be linked to Bank’s “Chatbot”
- lxxii. Search Engine’s Real-time response to be within 2 to 5 seconds

4. Technical Requirements

- i. The bidder to provide recommended infrastructure details for deploying the proposed solution on its Cloud infrastructure.
- ii. To Install & Commission Web Servers, Application Servers, Load Balancers, Database Servers, Report Servers, File Servers, Resource Monitoring Servers and any other Servers as required for the proposed solution and Installation & Licensing of all related software, if any.
- iii. The bidder must provide the Application Deployment Architecture with diagrams, identifying components and specifications for each component with description. Description must detail the number of servers, specifications for each resource (Web server, Application, DB, File server, Resource Monitoring servers etc.), Operating System and configuration as well as function of each server, Network Bandwidth Requirements and Storage Requirements
- iv. The proposed solution /application must provide access to the e-Learning portal on Mobile devices / Tabs/ PDAs (Mobile version of the e-Learning portal on mobile) and be capable of supporting all standards digital assets i.e., SCORM/ AICC/ TIN-CAN API (xAPI) etc.,
- v. The proposed application should be IPv4 & IPv6 compatible and work in both the environments (dual stack model)
- vi. The bidder to deploy the proposed application in their own cloud.
- vii. The bidder to provide BCP/DRP as per IT Security policy of the Bank. The bidder should configure, schedule & manage DR setup including maintenance of backup procedures.
- viii. The bidder should be able to manage the backup process between the Primary and DR Data Centers as required.
- ix. In the event of up-gradation /scaling up of IT Infrastructure the bidder has to provide Technical inputs, plan and suggest necessary IT Infrastructure requirements without any additional cost to the Bank.
- x. The bidder must continue to provide the Management & Maintenance of e-Learning solution business operations, application support etc., in the event of change / Replacement / Upgradation of Hardware
- xi. The bidder should be able to create, allocate & manage additional portal/application instances, if required.
- xii. Mobile Application of E-LEARNING SOLUTION to be provided for Android / iOS etc.

A. Integration / Migration Requirements with existing systems

The proposed application has to be integrated with Bank's HRMS/email systems/any other sites / services /platform, as required by Bank. The Integration / Migration to be done without any additional cost to the Bank. The existing user's database, activities, digital content (e-Lessons, e-Capsule & Mobile nuggets, Tests & Assessments, Quizzing modules, Digital content Libraries) etc., has to be migrated into the proposed application and the bidder has to provide a suitable migration plan to retain the users details, Lesson & Test access/ completed activities in the proposed system.

B. Solution Management & Help Desk requirements

- i. The bidder has to provide well qualified and experienced on-site (as and when required) team for Technical Operations, Application Development and Help desk.
- ii. Bidder support staff should be well trained to effectively handle queries raised by the users with defined Escalation process
- iii. Technical support for E-LEARNING SOLUTION will be provided by the selected bidder to the Bank through Email, Call Centre or Raise Issue.
- iv. Bidder should have ability to generate MIS reports periodically for example: Volume of calls / per day, resolution % per day etc.
- v. Considering expected number of calls / day, the help desk should be manned with minimum 2 persons dedicated to work for the Bank and should be available from 8.00 AM to 10.00 PM (as and when required).
- vi. MIS Report requirement
- vii. Technical Support will be provided by the selected bidder to the Bank through Email, Call Centre or Raise Issue.
- viii. Support will be provided by the selected bidder based on the below-defined criticality:-
 - a. Critical – Services related to the e-Learning solution and its allied services. Support for this should be provided within 30 minutes of lodging of complaint.
 - b. Non-Critical – All other services other than those defined in point a. Support for these should be provided within 5 hours of lodging of complaint.

SOME INDICATIVE REPORTS

- i. **User-defined reports:** List of Employees completed/ not completed a given set of Lessons, Tests, within a given period (Start date : End date), based on Branch code / location, Based on a Group, Number of attempts made for completing a test, Highest number of tests / lessons completed by an employee (group wise details), Most active TOP 'N' Lessons / Tests in a given period.

- ii. **Dashboard requirements:** The bidder should provide a Dashboard for various role holders (Users / Controller / Admin etc.,) of the Bank on portal usage, leader board, tracking of tests, lessons completed by employees, Drill down by subcategories etc., User learning activity tracking and % of task/ learning completion status etc.,
- iii. **Search Engine:** System generated MIS / Statistics / Analytics/ dash boards on number of queries raised through search engine and related response time / TAT (System should also be able to augment said statistics based on other parameters like time slots / geographical area of access etc.)

C. Performance Requirements

- i. The bidder should provide how the application architecture is capable of handling the e-Learning requirements of existing employee base.
- ii. The bidder has to provide a mechanism to measure the capacity/ capability, as to how the load is assessed, tested & managed.
- iii. The bidder has to provide a suitable resource monitoring tools/ application monitoring dash boards for ensuring TAT and resource availability & usage etc.

D. Scalability Requirements

The application shall be accessed by all employees of the Bank (approximately 25000) and to support 5,000 concurrent users. It should be further scalable to support approximately 12,000 concurrent users for search engine during peak time.

E. Security Requirements

- i. The bidder should certify that the proposed solution is free from OWASP vulnerabilities.
- ii. The bidder has to provide a security risk management plan to address these vulnerabilities
- iii. The bidder should provide auditing feature for the proposed solution to keep track of the selective activities performed by various users (administrators, privileged users and end users)
- iv. The proposed application is to be deployed on cloud for facilitating access through Internet as well as Intranet (Corporate Network).
- v. The Bidder has to clearly segregate the web servers, load balancers, application & DB servers etc., to be deployed into various security zones (Internet facing) so as to ensure that only authorized access is allowed to the application.
- vi. All servers (web servers, application servers, load balancers, file servers, monitoring servers and DB servers) used in the proposed solution should be hardened as per the Secure Configuration provided by the Bank.

F. Compliance with Bank's IS Security policy

- i. Security Audit of the application and VA & PT will be carried out by the Bank at regular intervals and the Observations / recommendations need to be complied within the time limit as advised by the Bank.
- ii. The application software developed or customized should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of the Bank. The bidder should comply with Bank's IS Security policy in key concern areas relevant to the RFP. Some of the key areas are:
 - a. Responsibilities for data and application privacy and confidentiality
 - b. Responsibilities on system and software access control and administration
 - c. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Selected bidder
 - d. Physical Security of the facilities
 - e. Physical and logical separation from other customers of the Selected bidder
 - f. Incident response and reporting procedures
 - g. Password Policy
 - h. Data Encryption/ Protection

G. Content Development

Bank will select the bidder and the broad scope of their work for content development shall include the following:

- i. Give E-LEARNING SOLUTION customized for the Bank and design and development of 200 hours of SCORM/AICC (latest version of SCORM at the time of development) compliant e-learning content based modules on the content that will be provided by the Bank. The design and content will be developed in collaboration with the Bank. The Bank will own it and will have all Intellectual Property Rights of it.
- ii. Provide Support for deployment of the e-learning courses on the E-LEARNING SOLUTION.
- iii. Should be open to offer additional module at proportionate cost as described in this document later and to maintain the developed and delivered products including the E-LEARNING SOLUTION for software up-dation on ATS/AMC basis.
- iv. The selected bidder will have to provide support for the modules for any shortcomings that may arise on account of lapses/deviations/defects in development of the same observed during the period of 3 months without any cost to the bank. The selected bidder shall also give additional modules with same prescription at the proportionate cost in future.
- v. Bank shall not pay any additional cost for up-dation / modification of course content of E-LEARNING SOLUTION. However, the same will be covered under Warranty & ATS.

- vi. **Indicative definition for Levels for e-learning content** - The Bank will prefer that as required by the subject and as directed by the Bank the 200 hours of content will have mix of two levels of interactivity. The Bank will obtain costs of per hour basis of content development depending on level of interactivity 1 and 2 and will arrive at total cost of development of 200 hours of content development as given below. The payment will be based on use of mixed use of level of interactivity (in minutes) in a module vis-à-vis the hourly rate quoted (in the commercial submission).

Level 1	Level 2
Use of scenarios as analogies and basic animations	Case study, simulations and game based learning
2-d graphics, animation and option of audio narrative	Advanced simulations, audio and video
Engagement achieved through point and click, drag/drop, etc.	Highly interactive and engaging like game based e-learning.

- vii. Initially the selected bidder will be issued purchase order for development of content and after development of 25 hours of content, go-live of E-LEARNING SOLUTION will be required to be done.
- viii. A "Weighted Average Rate" will be calculated for all "Qualified Bidders" based on the quotes submitted by the Bidder by applying weights to the quotes for each level as shown in the Table below. Example of calculation of "Weighted Average Rate" is shown below:

Sl No	Level	Example: Quote submitted (i.e. cost per hour of content)	Weights assigned	Weighted quote
1	Level 1	100	70%	70
2	Level 2	150	30%	45
Weighted Average Rate		115		

The "Weighted Average Rate" will be considered as primary parameter for techno-commercial evaluation.

The commercial bids of "Qualified Bidders" will be opened in the presence of representatives/authorised persons of Qualified Bidders.

Methodology & Time-Line

The e-Learning Lessons must be created in such a way that ensures widespread access and compatibility for users across the Bank. Various steps involved in the content development are as under:

Step-I: Raw Content will be provided by the Subject Matter Expert (SME) to the selected bidder.

Step-II: Selected bidder will restructure and rewrite contents in text format (by chunking and taking care of Learning Object concept etc.) to suit the approach to be adopted for development of the e-Lesson. Selected bidders (represented by Instructional Designers and developers) shall hold a workshop / discussion with the SMEs to finalize e-Lesson layout (Course Specification Document - CSD) indicating table of contents, number of screens, e-Learning hours, dominant learning style and Level of user Interactivity etc., Project schedule, Estimated Project Cost (budget-after finalizing the input contents), Roles and responsibilities of the selected bidder and the SME etc. within a week of providing raw content. The restructured contents, finalized after discussion with SME, will be part of the CSD. Level of user interactivity (level I / II) has to be decided at this (CSD) stage. After approval of the Course Specification Document, work will be awarded to the selected bidders, who will advise the SME and the training department / e-Learning Cell, the details of their Project Team associated with the e-Lesson.

Step-III: Submission of Storyboard by the selected bidders. It should comprise screen-wise content and other features' details, in visual format (Powerpoint presentation etc.) to enable the SMEs to appreciate the presentation of the content and also in text format for making corrections, if any. The maximum time-frame for completing the story board would be 1 week from the date of CSD, before which the story board format will have to be submitted to the SME. After submitting the story board to the SME, the representative of the selected bidder will have to meet the SME, with prior appointment, for confirmation of the story board after one week from the date of submitting the same.

Step-IV: After approval of the Storyboard, Alpha (Draft) version of the lesson with sample voiceovers (to enable the SMEs to select the appropriate ones) will be developed and delivered by the selected bidders. The maximum time frame for completing the Alpha version would be 1 week from the date of approval of story board. Thereafter the Beta version of the e-Lesson, with total voice over (which will be equivalent to CD/DVD version of the e-Lesson) will have to be submitted within a period of 5 days from the date of approval of Alpha version to SME and training department / e-Learning Cell. The Beta version will have to be checked for quality by SME and training department / e-Learning Cell. This version will have to be subjected to dry run and feedback will have to be collected from a sample of users.

Step-V: After approval of the Beta version by the SME, Bank's E-LEARNING SOLUTION Test version will have to be developed and delivered by the Selected bidders to training department. The maximum time frame for completing the Bank's E-LEARNING SOLUTION Test version would be 3 days from the date of approval of Beta version. This E-LEARNING SOLUTION version is to be checked by

training department for its portability and technical quality. The observations, if any, have to be effected by the selected bidder.

Step-VI: After incorporating the required improvements (which may be in any area e.g. design, contents, presentation and technical etc.) suggested by training department and SME if any, the final Gold version *CD/DVD version, Bank's E-LEARNING SOLUTION version final approved CSD – including input contents, story board (both PPT and text versions) and source] will have to be delivered by the Selected bidder to training department and the SME. The maximum time frame for completing the final version would be 3 days from the date of confirmation from training Department with regard to uploading of error free E-LEARNING SOLUTION version on e-Learning portal.

Step-VII: Deployment support, if needed in view of the Bank's E-LEARNING SOLUTION specific requirements etc., modification / customization will have to be provided by the Selected bidders.

Table of time lines for the selected bidders:

SI No	Activity	Timeline
1	Preparation of CSD including workshop for SMEs	1 week
2	Preparation of Storyboard	1 week
3	Developing Alpha version	1 week
4	Developing Beta version	5 Days
5	Developing E-LEARNING SOLUTION Test version	3 Days
6	Developing Final version	3 Days

Technical Bid Format

The purpose of this section is for Bidders to provide information to demonstrate to the Bank that the services offered satisfy that the bidder has the infrastructure to fulfil the fundamental requirements set out in this RFP.

To establish their qualification, bidder has to submit :

- ii. A brief description of the bidder's courseware/content development process.
- iii. A description of various capabilities that bidder has, to build interactivity within the courseware and to give media treatments details / profiles of the following are required :
 - Instructional Designers
 - Project Manager
 - Content Developers
 - Visual/Graphic Designers
 - Programmers/Integrators
 - Any other key personnel to be associated with the project.

- Details of e-learning technology tools that are utilised for developing Modules.
 - Possibility of using short scripts of the modules on mobile as learning app.
- iv. A summary giving a list of various projects successfully completed till date.
 - v. A list of clients, preferably Banks / Financial Institutions.
 - vi. A description of quality control processes (How to ensure that the technology platform being used is risk free and not susceptible to any virus or threat to internal network)
 - vii. A description of bidder's:
 - Number of employees
 - Locations
 - Year on year turnover for last audited balance sheet
 - Awards & Honours
 - Certifications
 - Specialized expertise
 - A chart of the structure of the project team and organizational hierarchy
 - Detailed list of hours of e Learning developed.
 - viii. Indicate which project functions, if any, are outsourced to contractor and credentials of such outsourced contractor.
 - ix. Three references (key contact names, titles, and telephone numbers) of existing clients (Banking Clients preferred) who have experienced / have the knowledge of your ability to provide these services for similar projects.

A sample e-learning program that have been created by the selected bidder on similar topics in the past may be provided in form of link or Demo CD.

- x. The bidders are expected to quote the price for all other items such as software, application, implementation cost, ATS.

1. SECURITY REQUIREMENTS

- i. The solution should follow the industry best practices for IT security for similar systems.
- ii. The Proposed system will undergo Vulnerability Assessment, Penetration Testing and other Security and risk assessment before Go Live. Bidders should facilitate code testing of the solution from security and process perspective. If there any major gaps in the assessment, it is the responsibility of the Bidder to fix those the gaps before Go Live without any additional cost to Bank.
- iii. The software should follow OWASP framework and should have all security features embedded.

MAINTENANCE

- i. The Bidder should ensure that the application does not contain any malware, virus, worms or malicious software. If such malicious software is discovered, the

Bidder will ensure that the malicious software is removed at no additional cost to the Bank. The bidder will have to bear the cost/loss(including reputational loss), if any, incurred by the Bank in this regard.

- ii. The Bidder shall ensure that the software does not contain any malicious code or any other procedure, routine or mechanism to:
 - a. Disrupt the functioning of the Bank's systems and networks like Ransomware, Time Bombs / Time Locks, etc.
 - b. Cause the application to damage or corrupt any of UCO Bank's data, storage media, programs, equipment, or otherwise interfere with Bank's operations.
- iii. As a part of Software Maintenance Services during the contract period, the Bidder should provide the following without additional costs to the Bank:
 - a. Modifications – Include minor changes/ enhancements, bug fixes, error resolutions that are incidental to proper and complete working of the Application
 - b. Enhancements – Include changes required due to modifications in the policies of the Bank. Support and update of all OS/RDBMS/Middleware/Core Application if the OEM / Product Selected bidder releases an enhancement.
 - c. Product Upgrades – Consolidation of all bug fixes, vulnerability remediation, enhancement requests and technological changes incorporated as a part of the product. Includes upgrades to major and minor versions of the proposed e-Learning Application for a period of 5 years (1 year of warranty and 4 years of ATS) from date of go-live of the last module of the e-Learning Application. The bidder has to ensure that Bank specific customizations are implemented in the upgraded solution along with migration of existing data.
- iv. The selected bidder would ensure that all bugs are fixed as per the Service Levels. In case of any discrepancies, the Bidder will undertake to compensate the Bank appropriately for any financial loss suffered as determined by the Bank.
- v. Before application of any patch / bug fix, the Bidder is expected to inform the Bank on its details and take necessary approvals. In addition, rollback plan should be included as a part of all patch management process.
- vi. Critical patches pertaining to security and OS should be tested and applied immediately.
- vii. During the warranty and AMC/ATS period, the selected bidder is bound to do all hardware spares replacement in order to maintain the required uptime, without extra cost to Bank covering all parts & labour from the date of acceptance of the systems by Bank at the respective locations i.e. on-site comprehensive

warranty. Under Annual Maintenance Contract all parts & labour should be covered for on-site support.

- viii. The selected bidder shall provide for engineer visits for all activities required to be carried out as per this Scope as well as on Bank's request for implementation of all regulatory compliance issued by GOI/ regulatory authority at no extra costs to the Bank.
- ix. Service Support is defined specifically as helpdesk, update/enhancement, upgrade, technical guidance, technical consultancy, enablement of features and functionality, problem solving and troubleshooting, providing technical solution, rectification of bugs, enabling features of the software already provided, providing additional user controlled reports, Changes in configuration & settings, device configuration, enabling parameterized features, future product information, migration, manpower resource allotment for pre-planned activity, co-ordination for changes in structure, etc. without any additional cost to the bank.
- x. Escalation matrix should be provided for all kinds of support, technical, resolving of the issues.
- xi. Technical Support will be provided by the selected bidder to the Bank through Email, Call Centre or Raise Issue.

PART-V

29. ORDER DETAILS

Purchase Order for implementation of e-Learning shall be placed by the Head Office-II, DIT, Saltlake, Kolkata. The selected bidder shall give acceptance within 7 days from the date of receipt of the order. However, Bank reserves right to cancel order, if the same is not accepted within 7 days from the date of receipt of order. Performance Bank Guarantee will be required to be submitted at Head office, DIT. Any decision of the Bank in this regard will be final & conclusive and binding upon the selected bidder.

30. CONTRACT PERIOD

The contract period for e-Learning Solution will be for a period of 5 Years from the date of Agreement (SLA). The application shall carry warranty for a period of 1 year with 4 years of ATS. Bank reserves the right to further extend the contract period beyond 5 years period at mutually agreed terms & conditions.

SLA will cover performance and availability of the solution deployed for a period of Five years from the date of installation and acceptance by the Bank. The performance of the selected bidder shall be reviewed monthly, if not found satisfactory, Bank may terminate the contract at its sole discretion by giving

three months' notice without assigning any reasons. Any offer falling short of the contract period is liable for rejection.

The selected bidder should store the backup data (e-Learning content) of the entire contract period. On completion of the contract period, the selected bidder should hand-over the backup data of the entire contract period to the Bank and Bank on receiving the same will issue a letter to the bidder to submit a confirmation letter to Bank confirming deletion of the entire backup data from their system. **In this regard, the bidder must submit a certificate of authentication for deletion of records stored as backup with them during the entire contract period.**

31. PERFORMANCE BANK GUARANTEE

The selected bidder, within 30 days from the date of purchase order will have to furnish a Performance Bank Guarantee, format as per Annexure-V of the RFP, issued by any scheduled commercial bank equivalent to 10% of the contract price for the due performance and fulfilment of the contract by the Bidder for a period of 63 months (60 + 3) including claim period of 3 months. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned. Successful bidder has to submit fresh Bank guarantee covering 10% amount of the contract price valid until 5 years from the date of entering into the contract/SLA. The Performance Bank Guarantee shall act as a security deposit and either in case the selected bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels 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 Selected bidder. Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the selected bidder is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD on Delivery and installation.

32. IMPLEMENTATION

1. The Bidder shall suggest solution architecture and rollout sequence with a detailed rationale for the same, the Bank shall suggest changes to the same to meet desired milestones.
2. The Bidder shall give a detailed documentation on the customization/development in the software and customization required. The document should contain both the technical and the functional details along with the timeline of the customization required.

3. The document shall also cover product details, required configuration and the customization required in E-LEARNING SOLUTION to meet the Banks requirements.
4. All gaps identified during the testing should be resolved by customizing/ developing the proposed solution by way of modifications/ enhancements, as necessary to the Bidder's products with no extra commercial charge on the Bank.
5. The Bidder should carry out all modifications, customization at no additional cost. The customization effort is to be estimated and included within the scope of the project by the Bidder in their technical and commercial proposals.
6. The Bidder should ensure that while applying software patches and in the version migration, the developed/ customized software is properly migrated to such higher versions or extended versions. It is the Bidder's responsibility to ensure that any customization is compatible with upgraded applications / modules.
7. The rollout shall consist of implementing the proposed e-learning application, including the customizations and other solutions covered within the scope of the project. It also includes relevant training to all users of the proposed e-learning application and submission of manuals.
8. The Bidder for this purpose shall set up the production server at the Primary Datacentre.
9. The bidder will also setup the proposed e-learning solution at the DR site and perform relevant testing to ensure consistency in performance.
10. The implementation phase shall be deemed as completed in all respects only after:-
 - All applications and services are implemented as per the intent of this RFP.
 - All functionalities mentioned in this RFP have gone live; and
 - All the related trainings are completed and post training assessment carried out by the Bank

33. TESTING & ROLL OUT

1. The Bank will provide the test environment to the Bidder.
2. The bidder's resources will be required onsite during the testing phase.
3. The Bank's team will carry out UAT testing. The testing activities shall include but not limited to the Functional, Performance, Technical and Penetration testing. The Bank may also undertake any other appropriate testing approach.
4. The bidder is responsible to fix any gaps identified during testing phase.

5. All security issues identified will have to be either resolved or a mutually accepted remediation should be agreed upon between the Bank and successful bidder review.
6. The bidder shall provide test cases and test results.
7. The Bank shall commence the User Acceptance Testing only after a formal confirmation that the system is ready for UAT is submitted to the Bank.
8. Any deviations/ discrepancies/ errors observed during the testing phase will have to be resolved by the Bidder. Any exceptions will have to be documented and signed off by the Bank.
9. The Bank shall conduct VAPT exercise; it shall be the bidder's responsibility to rectify the gaps unearthed during the VAPT at no additional cost to the Bank during the contract period.
10. Before the final rollout, the Bidder has to complete the development/ customization of the BMS as per the Functional and Technical Specifications agreed with the Bank.
11. The rollout is an end-to-end responsibility with total planning, hand holding support as per the scope of work.
12. In case of the Rollout delays by the Bidder the financial Penalty as per the Banks discretion will be imposed on the Bidder at 2% of the total contract value per month of delay, to the maximum of 10% of the total contract value as per the agreement between the Bank and the successful Bidder.
13. The Bidder is required to develop a change management methodology to ensure all application changes and technical changes (after go-live), are reviewed, tested, approved, implemented, and verified post implementation.
14. The bidder will need to deploy one support or resident engineer for the support activities, the location would be updated by the Bank. The resident engineer will act as nodal point for all E-LEARNING SOLUTION related queries.
15. The Bidder should provide a mechanism for incident management and responding to and resolution of the incidents as per the requirement. Go-live of e-learning solution will be done after content development. However, e-learning solution may be made live on Bank's network for UAT and presentation purpose.

34. PAYMENT TERMS

Payment shall be made by the Bank as per the below schedule:-

- No advance payment will be made.
- 70% of the total application cost & implementation after completion of successful installation, UAT, and Go Live of the e-Learning solution on Bank's network. The payment will be made on receipt of the invoices along with duly Completion Certificate.

- 20% of the total application cost & implementation after 3 months post GO Live.
- Any delay in achievement of milestones/ deliverables/ activities from Bidder shall automatically result in delay of corresponding payment from Bank.
- The Bidders should note that the contract entered with the successful Bidder will be for implementation and post go-live period of 5 years (1 year warranty & 4 years ATS), extendable at the Bank's discretion. The Bank will have the right, in its sole discretion to re-negotiate the prices/ terms and conditions.
- The balance 10% of the total application cost & implementation will be paid after the warranty period or on submission of a Performance Bank Guarantee (PBG) to the payment authority for equivalent amount till warranty period.
- Payment of ATS of E-LEARNING SOLUTION shall be paid on quarterly arrear basis.
- Payment of Content Development will be made quarterly on per-hour basis.

35. PAYING AUTHORITY

The payments as per the Payment Schedule covered herein above shall be paid by the Head Office, DIT of UCO Bank or any other departments specified by the Bank later on. However, payment of the Bill would be released on receipt of satisfactory delivery/ installation/re-installation, live running and service report duly signed by concerned Bank official.

Note: Any variation (upward) in Government levies/ GST (as per the rates applicable) which has been included as part of the price will be borne by the Bank. Any variation (downward) in Government levies/ GST (as per the rates applicable) which has been included as part of the price, the benefit will be passed to the Bank and adjusted in the payment milestones. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.

36. WARRANTY

- i. The selected bidder shall provide warranty of 1 year from the date of installation of the E-LEARNING SOLUTION application.
- ii. During the warranty period the selected bidder should maintain the acceptance criteria and shall be responsible for all costs relating to service,

maintenance (preventive and corrective), technical support from and to the sites in connection with the maintenance of the solution or any components/ parts there under, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.

- iii. Warranty and ATS shall cover any change / modification / updation required for content of e-learning solution.
- iv. Warranty should not become void if UCO BANK buys any other supplemental hardware from a certified third party and installs it with these equipments. However, the warranty will not apply to such hardware items installed. The obligations under the warranty expressed above shall include all costs relating to labour, spares, maintenance (preventive & unscheduled) and transport charges from site to manufacturer's works and back for repair/replacement at site or any part of the equipment which under normal & proper use and maintenance proves defective in design, material or fails to conform to the specifications.

37. ANNUAL TECHNOLOGY SUPPORT (ATS) CONTRACT

- i. The bidders shall quote ATS Charges for e-Learning Solution for a period of four years after the initial comprehensive onsite warranty period of one year in commercial bid.
- ii. During ATS period Bank will pay ATS for e-Learning Solution only. The Bank shall not pay any separate ATS charges on any software supplied and installed to meet the requirements of this RFP.
- iii. Preventive maintenance activity should be carried out once in a quarter and report should be submitted to the Bank duly signed by the Branch officials with seal. This is apart from the break down maintenance.
- iv. The ATS payment will be made by Head Office on quarterly basis in arrear subject to satisfactory services rendered by the bidder.
- v. Bank reserves its right to decide whether or not to enter into ATS with the successful bidder, for the post warranty period.
- vi. In case Bank decides to enter into Annual Technology Support, the successful bidder shall ensure that the type of support/maintenance services extended for e-Learning Solution during the ATS period of 4 years after the initial comprehensive onsite warranty period of 1 year, is similar to the support/maintenance extended during warranty period.
- vii. Support for maintenance of software (including OS & Software license) and other items supplied should be available for a minimum period of 5 years, covering all parts, maintenance & support, after expiry of warranty period.
- viii. The Bank shall have the option to terminate the service contract at any time during the contract period by giving a written notice of 30 days, without assigning any reason thereof. However, the selected bidder shall

commit himself to service for a minimum period of 5 years, unless the service contract is terminated by the Bank and the selected bidder will have no right to terminate the contract within this period.

- ix. Any corruption in the software or media shall be rectified during the full period of the contract including Warranty & ATS at no extra cost to the Bank.
- x. Only licensed copies of software shall be supplied and ported in the Servers, Storage Systems & other items. The bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all the software supplied shall be of latest version.
- xi. The bidder shall provide centralised complaint booking facility to the Bank and the dash board, if available shall be provided to the Bank. The method of booking complaints shall be e-mail, Toll-free number, on-line portal, web etc.
- xii. In case of any disputes in uptime, it should be resolved amicably/mutually agreed upon. However the successful bidder shall submit the necessary proof that the failures are not on account of hardware & software of the ATM and its related equipment.

38. UPTIME

- i. The bidder shall guarantee 24*7 availability with monthly uptime of 99.90% for the solution during the contract period and also during ATS.
- ii. The "Uptime" is for calculation purposes, equals to Total Contracted hours in a month less downtime. Downtime is the time between Time of Failure and Time of Restoration within contracted hours. "Failure" is the condition that renders the Bank unable to perform any of the defined functions on the solution. "Restoration" is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same.
- iii. The "Downtime" calculated shall not include failure due to Bank, 3rd party and Force Majeure.
- iv. Contracted hours of a month = No. of days in that month x 24 hours
- v. The percentage uptime is calculated on monthly basis as follows:-

$$\frac{(\text{Total contracted hours in a month} - \text{Downtime hours within contracted hours}) \times 100}{(\text{Total contracted hours in a month})}$$

39. PENALTY / LIQUIDATED DAMAGE FOR DELAY IN DELIVERY & INSTALLATION OF SOFTWARE AND CONTENT DEVELOPMENT (DURING ENTIRE CONTRACT PERIOD)

- i. Non-compliance of the Schedule of Implementation clause will result in the Bank imposing a penalty of 0.50% (Plus GST) on delay in delivery/implementation per week or part thereof, on the invoice value.
- ii. Non-compliance of Uptime requirements mentioned below will attract penalty as per below table during Warranty & ATS / AMC period:-

Level of availability calculated on monthly basis	Penalty amount
99.9% to 100%	No penalty
98.9% to <99.9%	0.10% of total order value for every hour
97.9% to <98.9%	0.20% of total order value for every hour
96.9% to <97.9%	0.30% of total order value for every hour
95% to <96.9%	0.50% of total order value for every hour
<95%	1.00% of total order value for every hour

- iii. The maximum penalty levied should not be more than 50% of ATS amount (Plus GST) payable for that year.
- iv. If monthly uptime is less than 95%, the Bank shall levy penalty as above and shall have full right to terminate the contract under this RFP or ATS, if contracted. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the bidder (including ATS payment).
- v. **Penalty for delay in adhering to timelines / schedule:** The bidder has to comply with the delivery timelines mentioned in the RFP, failing which penalties will be levied at the rate of Rs.100/- per day in all stages of development (maximum Rs.5,000/- Plus GST).
- vi. **Penalty for non-compliance to the instruction for content development:** It will be the selected bidder's responsibility to ensure that all the changes / improvements as required by the SME (as advised by SME during course of development / updation) have been carried out even without verification from the SME. In case of failure, a penalty @ Rs.500/- Plus GST per incomplete / wrong submission will be levied from the selected bidder subject to a maximum of Rs.5,000/- Plus GST.
- vii. **Penalty for non-performance:** If the specifications of the RFP are not met by the bidder during various tests, the bidder shall rectify the same at bidder's cost to comply with the specifications immediately to ensure committed uptime, failing which Bank reserves its right to invoke Bank Guarantee.

viii. SLA violation will attract penalties.

- ix. If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- x. Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of bidder.
- xi. If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves its right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- xii. Bank may recover such amount of penalties due to delay in service from any payment being released to the selected bidder, irrespective of the fact whether such payment is relating to this contract or otherwise. The same may be recovered from the payment due towards the selected bidder or from the retention money at the end of contract period.
- xiii. The sum total of penalties shall not exceed 10% of the Total Cost of Ownership (TCO) within the contract period. Thereafter, the contract/purchase order may be cancelled and Performance Bank Guarantee may be revoked.

40. PRICE

- i. The commercial bid must include all hardware equipments along with system configuration, covering warranty period with ATS. The Price Bid also must include all applicable taxes. The GST will be paid extra, wherever applicable on submission of actual Tax receipt. While filling up the price information in the commercial bid, Bidders to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- ii. The Selected 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 validity period of the bid.
- iii. The Selected bidder shall keep the price valid for the entire contract period from the effective date of Agreement. The Bank further 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 Selected bidder.

- iv. Prices quoted by the selected bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the validity period. Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies viz. excise duty, custom duty, GST etc.
- v. The bidder should not assume any duty benefit / duty credit to be availed by the Bank after tender finalization hence commercials to be quoted accordingly.
- vi. No adjustment of the contract price shall be made on account of variation of costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract price shall be the only payment, payable by the Purchaser to the Bidder for completion of the contractual obligations by the Bidder under the Contract, subject to the terms of payment specified in the Contract.
- vii. The Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed within and outside India.

41. INSURANCE

- i. The selected bidder shall obtain adequate insurance cover against all kinds of risks including fidelity clause for the loss arising from acts of omission / commission / dishonesty of its employees and / or agents and would be required to keep the insurance policy alive at all times during the currency of the agreement.
- ii. The loss-payee endorsement of such insurance policies shall be in favor of the Bank and it shall be ensured that the amount of claim, if any, shall be paid by the insurance company directly to the Bank.
- iii. In-transit insurance of the products will be taken care of the selected bidder and cost for the same has to be borne by the selected bidder only.

42. 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.

43. 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.

44. ORDER CANCELLATION

The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- The selected Bidder commits a breach of any of the terms and conditions of the bid/contract.
- The Bidder goes into liquidation voluntarily or otherwise.
- Discrepancy in the quality of service/hardware/software during the implementation, rollout and subsequent maintenance process.
- In case of cancellation of order, any payments made by the Bank to the Selected bidder would necessarily have to be returned to the Bank, further the Selected bidder would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Selected bidder. This is after repaying the original amount paid.
- The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- Selected bidder should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO.
- The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order. Work, Study Reports, documents, etc. prepared under this contract will become the property of the UCO Bank.
- After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry

out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

45. INDEMNITY

Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- i. an act or omission of the Selected bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract,
- ii. breach of any of the terms of this RFP or breach of any representation or warranty by the Selected bidder,
- iii. use of the deliverables and or services provided by the Selected bidder,
- iv. Infringement of any patent, trademarks, copyrights etc. Or such other statutory infringements in respect of all components provided to fulfil the scope of this project.

Selected bidder shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Selected bidder's employees or representatives. The Selected bidder shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,

- i. the Bank notify the selected bidder in writing immediately on becoming aware of such claim,
- ii. the Selected bidder has sole control of defence and all related settlement negotiations,
- iii. the Bank provides the Selected bidder with the assistance, information and authority reasonably necessary to perform the above, and
- iv. The Bank does not make any statement or comments or representations about the claim without prior written consent of the Selected bidder, except under due process of law or order of the court.

It is clarified that the selected bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation. Selected bidder shall be responsible for any loss of life, etc. due to acts of selected bidder's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose

significant risk. Selected bidder should take full responsibility for its and its employee's actions.

The selected bidders should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the selected bidder with Laws / Governmental Requirements
- IP infringement
- Negligence and misconduct of the Selected bidder, its employees, and agents
- Breach of any terms of RFP, Representation or Warranty
- Act or omission in performance of service.

Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The selected bidder shall not indemnify the Bank for

- i. Any loss of profits, revenue, contracts, or anticipated savings or
- ii. Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and service providers of the Bank would be considered as a "direct" claim.

46. PUBLICITY

Any publicity by the selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

47. 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 below in 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

48. 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.

49. 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.

50. GUARANTEES

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management of the Procurement of e-Learning Solution scope as defined under this document, are licensed and legal. All hardware and software must be supplied with their original and complete printed documentation.

51. DISPUTES RESOLUTION MECHANISM

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

- 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 Selected bidder. 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 Selected bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, 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.

52. EXIT OPTION AND CONTRACT RE-NEGOTIATION

- i. 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 equipments for pre-delivery Inspection;
 - Delay in delivery beyond the specified period;
 - Delay in completing installation beyond the specified periods;
 - Serious discrepancy in hardware noticed during the pre-dispatch factory inspection; and
 - 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.
- ii. 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.

- iii. 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.
- iv. 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.
- v. 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,
- vi. The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.
- vii. 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.
- viii. 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.
- ix. 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.

53. 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.

54. 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.

55. 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.

56. 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.

57. 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).

58. 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 selected bidders / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the

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

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

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT) / Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warranty/guarantee. Format of IP is attached as Annexure 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 IT Department undertaken procurement at the address mentioned along with RFP document.

59. 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.

60. 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.

Tender offer forwarding letter

Tender Reference No.: DIT/BPR & BTB/OA/XXXX/2019-20 Date: XX/07/2019

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,

Sub: Your RFP for Procurement of e-Learning Solution
RFP Ref No. DIT/BPR & BTB/OA/1689/2019-20 Date: 23.07.2019

With reference to the above RFP, having examined and understood the instructions including all Annexures, terms and conditions forming part of the Bid, we hereby enclose our offer for and Procurement of e-Learning Solution, as mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by the Bank we undertake to commence Procurement of e-Learning Solution as per the terms & conditions of your purchase orders.

In the event of our selection by the bank for undertaking Procurement of e-Learning Solution, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period of Three years effective from the month of execution of Service Level Agreement in favour of UCO Bank.

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

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

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

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

1. DD No. Dated for Rs. 10,000/- (Rupees Ten Thousand Only) as Cost of RFP Document &
2. BG No. Dated for Rs. 2,00,000/- (Rupees Two Lakhs 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 implementation of similar orders

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

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

Place:

AUTHORISED SIGNATORY

Date:

Name:

Designation:



(Letter to be submitted by the Manufacturer on firm's official letter head)

Manufacturer Authorisation Form (MAF)

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,

Ref: RFP for Procurement of e-Learning Solution"

RFP Ref No. DIT/BPR & BTB/OA/1689/2019-20 Date: 23.07.2019

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

We hereby extend our guarantee/ warranty and AMC as per terms and conditions of the RFP Noand the contract for the 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 equipments and services. We undertake to provide back-to-back support for spare and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as ATS period if the above bidder authorized by us fails to perform in terms of the RFP.

Yours Faithfully

Authorised Signatory

(Name:

Phone No.

Fax

E_mail

)

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



Format of Bank Guarantee (EMD)

To
UCO BANK,
Department of Information Technology,
5th Floor, 3 & 4 DD Block, Sector-I,
Salt Lake, Kolkata – 700064

Dear Sirs,

In response to your invitation to respond to your RFP for Procurement of e-Learning Solution, 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 Selection of Selected bidder for Procurement of e-Learning Solution 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.2,00,000 (Rupees Two lakhs 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 Two lakhs 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.2,00,000/- (Rupees Two lakhs only).
2. This Bank Guarantee will be valid upto _____; and

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

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

Yours faithfully,

For and on behalf of

_____ Bank.

Authorised Official

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



PROFORMA FOR PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with the stamp act)

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

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

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

Notwithstanding anything contained herein:

- Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) Only.

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

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

Yours' faithfully,

For and on behalf of

_____ Bank

Authorised Official

NOTE:

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



Undertaking by the bidder
(To be included in Technical & Commercial Bid Envelope)

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

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

Dated this _____ day of _____ 2019

Signature

(Company Seal)



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

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

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

Dear Sir(s),

Sub: RFP for Procurement of e-Learning Solution

RFP Ref No. DIT/BPR & BTD/OA/1689/2019-20 Date: 23.07.2019

- 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)**

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

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

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

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

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

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref No. DIT/BPR & BTB/OA/1689/2019-20 Date: 27.05.2019 including all annexure, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the annexures of the said RFP.

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

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

Dated this _____ day of _____, 20 _____ .

Place:

For M/s.

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

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

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

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:

Ref: RFP for “Procurement of e-Learning Solution”

(RFP Ref No. DIT/BPR & BTD/OA/1689/2019-20 Date: 23.07.2019)

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 selected bidder for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.

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

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

Yours faithfully,

Authorised Signatory

Designation

Bidder's corporate name

Place:

Date:

Undertaking Letter on the vendor's letterhead for GST Law

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

Dear Sir,

Sub: Your RFP for Procurement of solution for e-Learning Program

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

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

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

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

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

Dear Sir,

Sub: Procurement of solution for e-Learning Program

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

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

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

Undertaking for No Deviation

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

Dear Sir,

Sub: Procurement of solution for e-Learning Program

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

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

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Undertaking for Authorization

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,

Sub: Procurement of solution for e-Learning Program

We _____ (Name of the Manufacturer) who are established and reputable manufacturers of having factories at _____, _____ and _____ do hereby authorize M/s _____ (Name and Address of Bidder) to offer their quotation, pursuant to the Request for Proposal issued by Bank on behalf, to submit a Bid, negotiate and conclude the contract with you for supply of link service provider provided by us against the above invitation for Bid offer from your Bank by the Bidder and we have duly authorized the Bidder for this purpose.

We hereby extend our guarantee and warranty and AMC / ATS as per terms and conditions of the RFP Ref No _____ and the contract for the scope of work offered against this invitation for Bid offer by the above firm. We undertake to provide back to back support for the services by the above mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP Ref. No. _____ in respect of such link providing services.

Yours Faithfully,

Authorized Signatory (Name: Phone No. Fax E-mail)

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

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

	2015-16	2016-17	2017-18
Turnover			
Profit / Loss			
Networth			



Format of Pre-Bid Queries to be submitted by the Bidder(s)**To be e-mailed in .doc format**

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

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

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

Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 acting through its Department, represented by General Manager / Dy. General Manager hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, services, etc.) hereinafter referred to as Stores and / or Services.

And

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

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

3. Preamble

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

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

4. Commitments of the Buyer

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

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

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

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

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

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

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

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

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

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

5.4 Agents / Agency Commission

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Work 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 /Work 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 / Work 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 / Work order concluded earlier or later with Buyer.

6. Previous Transgression

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

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

7. Company Code of Conduct

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

8. Sanctions for Violation

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

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

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

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

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

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

9. Compensation for Damages

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

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

10. Price Fall Clause

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

11. Independent External Monitor(s)

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

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

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

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

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

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

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

12. Law and Place of Jurisdiction

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Kolkata, India or City of Head office of Individual member Bank in 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,
UCO Bank,**

BIDDER * /SELLER*

Signature:

Authorized Signatory (*)

Place:

Date:

Witness 1:

(Name & Address)

Place:

Date:

Witness 2:

(Name & Address)



NON-DISCLOSURE AGREEMENT

(To be executed on non-judicial stamp paper of requisite value)

This Non-Disclosure Agreement is entered into on this day 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 supply of e-Learning Solution as per the terms and conditions specified in the RFP Ref No. DIT/BPR&BTD/OA/1689/2019-20 Date: 23.07.2019. 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 Procurement of e-Learning Solution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Arbitration and Equitable Relief.

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

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

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

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

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

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

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

12. General Provisions.

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

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

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

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

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

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

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

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

For and on behalf of

.....

Signature: _____

Name: _____

Designation: _____

Date: _____

For and on behalf of

.....

(the selected bidder)

Signature: _____

Name: _____

Designation: _____

Date: _____

ELIGIBILITY COMPLIANCE

Sl No	Criteria	Proof of Documents required/must be submitted
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on RFP issuance date.	Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, to be submitted.
2	The Bidder should have registered a minimum consolidated turnover of an average of Rs.2 crores or above in the last three years including e-learning business 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. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
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 implemented their e-Learning Management Solution in at least any 1 scheduled commercial bank in India.	A detailed list on company letter head, including the customer details, year of implementation, brief description of the projects, etc. should be submitted. Documentary Proof for implementation of order/ contract execution copy for the 2 organizations. Copy of purchase order / completion certificate between the bidder and its client.
5	The Bidder should be an OEM (Original Equipment Manufacturer/OSD (Original Solution Developer) or an authorized Partner or System Integrator of OEM / OSD whose product they are proposing, for supply of licenses and solution implementation and maintenance support under warranty/AMC/ ATS for the solution.	Manufactured Authorization Form from OEM / OSD must be provided on their letter head.

7	<p>The Bidder / the OSD (where bidder is the System Integrator) should have developed e-learning courses using rapid development tools.</p> <p>The Bidder should have developed and delivered AICC / SCORM compliant custom e-learning content for at least 2 organisations including Banks.</p>	<p>A detailed list on company letter head, including the customer details, year of implementation, brief description of the projects, etc. should be submitted. Documentary Proof for implementation of order/ contract execution copy for the 2 organizations.</p> <p>The bidder will be required to showcase SCORM Compliant e-learning developed by them, to the Bank's evaluation team.</p>
8	The Bidder to provide an undertaking on its letter head that all the technical features highlighted as part of Technical Scope are covered in totality in the proposal submitted by the bidder.	Letter of undertaking on bidder's letterhead.
9	The Bidder must be able to assign a dedicated team to the Bank's project. The Bidder must have a Subject Matter Expert (SME) who has at least 3 years of experience in learning & development.	Letter of undertaking on bidder's letterhead.
10	The Bidder should have all necessary licenses, permissions, consents, no objections, approvals as required under law for carrying out its business as on date of submission of the bid.	Letter of undertaking on bidder's letterhead.
11	Bidder should not have been debarred / black-listed by any Public Sector Bank / ICAI as on date of RFP submission.	Self-declaration to that effect should be submitted on company letter head.
12	<p>The service provider should ensure that there are:</p> <ul style="list-style-type: none"> • No legal proceedings pending or threatened against service provider or which adversely affect / may affect performance under the contract; and • No inquiries or investigations have been threatened, commenced 	Declaration in the letterhead of the service provider's company to that effect duly certified by Statutory Auditor / Chartered Accountant / Company Secretary should be submitted.

	or pending against the service provider or by any statutory or regulatory or investigative agencies.	
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Note:-

- iii. In this tender process, either authorized representative / distributor in India on behalf of Principal OEM (Original Equipment Manufacturer) / OSD (Original Solution Developer) or Principal OEM / OSD itself can bid but both cannot bid simultaneously. In such case OEM / OSD bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM / OSD, the same agent / distributor shall not submit a bid on behalf of another Principal OEM / OSD in the same tender for the same item or product.
- iv. For the purpose of eligibility criteria, Implementing must include the following activities –
 - Understanding existing processes and to-be process design.
 - Software development / customization.
 - Software deployment.
 - Alpha testing / UAT.
 - Roll-out and go-live.
 - Training the client on product usage & preparation of training material.

Technical Specification

All the solutions sought in technical specification must be provided as end-to-end solution. The participating bidder should provide its compliance (Yes / No) for each of the line items mentioned in **Scope of Work (Part – IV)** of this RFP to be eligible for evaluation of Commercial Bids



Technical Bill of Material

Sl. No.	Item Description	Quantity
1	Software supplied	
2	No. of Concurrent Users	



Masked Commercial Bid
(To be submitted with technical Bid)

Sl No	Description	Specification	Quantity (A)	Unit Cost (B)	Total Cost (C = A x B)	GST (% & Amount) (D)
1	e-Learning Solution with 1 year warranty		1	xx	xx	xx
2	Content Development of 1 hour (Level 1 – 70% and Level 2 – 30%) 1 hour cost should be derived as per Clause no. G (vii)		200	xx	xx	xx
3	ATS of e-Learning solution for Year 2				xx	xx
4	ATS of e-Learning solution for Year 3				xx	xx
5	ATS of e-Learning solution for Year 4				xx	xx
6	ATS of e-Learning solution for Year 5				xx	xx
7	Total Cost of Ownership (TCO in figures)				xx	
8	Total Cost of Ownership (TCO in words)				xx	

The above quotation is subject to the following considerations:-

- i. The calculation for arriving at TCO is properly mentioned in the appropriate columns. In case of any anomalies in the calculation for arriving at TCO the Bank will have the right to correct the same and it will be binding upon the selected bidder. TCO will be calculated based on **Column C**. Column D is nowhere in consideration for TCO purpose. Hence, for arriving at L1 bidder, TCO will be taken excluding GST, i.e. **Column C** only.
- ii. If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the bank without any cost. All cost is quoted in INR only.
- iii. In case of any discrepancy between figures & words, the amount in words

shall prevail.

- iv. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- v. We have ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
- vi. Lowest Bidder (L1) will be determined on the Sl. No. 7 & 8, i.e. **Total Cost of Ownership, i.e. TCO**. Content development of 200 hours in the entire contract period is considered only for the purpose of TCO calculation to arrive at L1 bidder. However there is no commitment on minimum number of hours of content development and payment for the same will be made on actual number of hours.
- vii. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions.
- viii. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.
- ix. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- x. Please note that any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated XX.XX.2019 and subsequent pre-bid and amendments.

Company Seal

Date

Name & Designation:

Authorized Signatory

COMMERCIAL BID

Sl No	Description	Specification	Quantity (A)	Unit Cost (B)	Total Cost (C = A x B)	GST (% & Amount) (D)
1	e-Learning Solution with 1 year warranty					
2	Content Development of 1 hour (Level 1 – 70% and Level 2 – 30%) 1 hour cost should be derived as per Clause no. G (vii)		200			
3	ATS of e-Learning solution for Year 2					
4	ATS of e-Learning solution for Year 3					
5	ATS of e-Learning solution for Year 4					
6	ATS of e-Learning solution for Year 5					
7	Total Cost of Ownership (TCO in figures)					
8	Total Cost of Ownership (TCO in words)					

The above quotation is subject to the following considerations:-

- xi. The calculation for arriving at TCO is properly mentioned in the appropriate columns. In case of any anomalies in the calculation for arriving at TCO the Bank will have the right to correct the same and it will be binding upon our company. TCO will be calculated based on **Column C**. Column D is nowhere in consideration for TCO purpose. Hence, for arriving at L1 bidder, TCO will be taken excluding GST, i.e. **Column C** only.
- xii. If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the bank without any cost. All cost is quoted in INR only.
- xiii. In case of any discrepancy between figures & words, the amount in words shall prevail.
- xiv. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.

- xv. We have ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
- xvi. Lowest Bidder (L1) will be determined on the Sl. No. 7 & 8, i.e. **Total Cost of Ownership, i.e. TCO**. Content development of 200 hours in the entire contract period is considered only for the purpose of TCO calculation to arrive at L1 bidder.
- xvii. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions.
- xviii. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.
- xix. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- xx. Please note that any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated XX.XX.2019 and subsequent pre-bid and amendments.



Company Seal

Date

Name & Designation:

Authorized Signatory