

Request for Proposal (RFP)
For
Selection of Vendor for Supply, Implementation & Maintenance of Board e-Meeting Solution (BeMS)



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/4347/2018-19 Date: 04/02/2019

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

This document is prepared by UCO Bank for Selection of Vendor for Supply, Implementation & Maintenance of Board e-Meeting Solution. It should not be reused or copied or used either partially or fully in any form.

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



CONTENTS

Sl. No.	TABLE OF CONTENTS	PAGE NO.
1	INTRODUCTION & OBJECTIVES	6
2	CONTROL SHEET TABLE	7
3	PART-1: GENERAL TERMS & CONDITIONS	8
4	SUBMISSION OF OFFER- THREE BID SYSTEM	9
5	COST OF TENDER DOCUMENTS	14
6	EARNEST MONEY DEPOSIT	14
7	REJECTION OF THE BID	15
8	PRE BID MEETING	16
9	MODIFICATION & WITHDRAWAL OF BIDS	16
10	INFORMATION PROVIDED	16
11	FOR RESPONDENT ONLY	17
12	CONFIDENTIALITY	17
13	DISCLAIMER	17
14	COST BORNE BY RESPONDENTS	17
15	NO LEGAL RELATIONSHIP	18
16	ERRORS & OMISSIONS	18
17	ACCEPTANCE OF TERMS	18
18	RFP RESPONSE	18
19	RFP RESPONSE VALIDITY PERIOD	18
20	NOTIFICATION	18
21	LANGUAGE OF BIDS	19
22	NORMALISATION OF BIDS	19
23	CANCELLATION OF TENDER PROCESS	19
24	AUTHORISED SIGNATORY	19
25	DELIVERY,INTALLATION AND COMMISSIONING	20
26	PART-II ELIGIBILITY CRITERIA	21
27	PART-III EVALUATION CRITERIA	24
28	EVALUATION METHODOLOGY	25
29	TECHNICAL EVALUATION PROCESS	25
30	COMMERCIAL EVALUATION PROCESS	25
31	PART-IV SCOPE OF WORK	27
32	PART-V ORDER DETAILS	36
33	CONTRACT PERIOD	36
34	PERFORMANCE BANK GUARANTEE	36
35	IMPLEMENTATION	37

36	TESTING AND ROLL OUT	37
37	PAYMENT TERMS	38
38	PAYING AUTHORITY	39
39	WARRANTY	40
40	ANNUAL TECHNOLOGY SUPPORT	40
41	UPTIME	41
42	PENALTY	41
43	OEM AUTHORIZATION	42
44	ADHERENCE OF CYBER SECURITY POLICY	42
45	PRICE	43
46	LIQUIDATED DAMAGE	44
47	INSURANCE	45
48	FORCE MAJEURE	46
49	COMPLETENESS OF THE PROJECT	46
50	ORDER CANCELLATION	46
51	INDEMNITY	47
52	PUBLICITY	48
53	COMPLIANCE TO LABOUR ACT	48
54	PRIVACY & SECURITY SAFEGUARDS	49
55	TECHNOLOGICAL ADVANCEMENTS	49
56	GUARANTEES	49
57	DISPUTE RESOLUTION MECHANISM	49
58	EXIT OPTION AND CONTRACT RE-NEGOTIATION	50
59	CORRUPT AND FRAUDULENT PRACTICES	51
60	TERMINATION	52
61	EFFECT OF TERMINATION	52
62	COMPLIANCE	53
63	APPLICABLE LAW & JURISDICTION OF COURT	53
64	ADOPTION OF INTEGRITY PACT	53
65	NON DISCLOSURE	54
66	ISSUE OF CORRIGENDUM	55
67	ANNEXURE-I (TENDER FORWARDING LETTER)	56
68	ANNEXURE-II (GENERAL DETAILS OF THE BIDDER)	58
69	ANNEXURE-III (MANUFACTURER AUTHORISATION FORM)	59
70	ANNEXURE-IV (COMPLIANCE OF ELIGIBILITY CRITERIA)	60
71	ANNEXURE-V (TECHNICAL SPECIFICATION)	63
72	ANNEXURE-VI (COMMERCIAL BID FORMAT)	70
73	ANNEXURE-VII (EARNEST MONEY DEPOSIT)	72
74	ANNEXURE-VIII (PROFORMA OF PERFORMANCE BANK GUARANTEE)	74
75	ANNEXURE-IX (PROFORMA FOR DEED OF INDEMNITY)	77

76	ANNEXURE-X (PERFORMA OF LETTER TO BE GIVEN BY ALL THE BIDDER)	81
77	ANNEXURE-XI (PERFORMA OF LETTER TO BE GIVEN BY ALL THE BIDDER)	82
78	ANNEXURE-XII (PERFORMA OF LETTER TO BE GIVEN BY ALL THE BIDDER)	83
79	ANNEXURE-XIII (APPLICATION INTEGRITY STATEMENT)	84
80	ANNEXURE-XIV(UNDERTAKING BY THE BIDDER)	85
81	ANNEXURE-XV(PROFORMA FOR UNDERTAKING FOR CENTRAL MINIMUM WAGES ACT & LABOUR LAWS)	86
82	ANNEXURE-XVI(UNDERTAKING FOR NON-BLACKLISTING/NON- DEBARMENT))	87
83	ANNEXURE-XVII (PROFORMA FOR PRE CONTRACT INTEGRITY PACT)	88
84	ANNEXURE-XVIII (FORMAT OF PRE-BID QUERIES)	94
85	ANNEXURE-XIX (UNDERTAKING TO ABIDE BY ALL BY-LAWS / RULES / REGULATIONS)	95



INTRODUCTION & OBJECTIVES

UCO BANK, a body Corporate, established under The Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata- 700001, India, hereinafter called "The Bank", is one of the leading public sector Banks in India having 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 Selection of Vendor for Supply, Implementation and Maintenance of Board e-Meeting Solution.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful bidder as identified by the Bank, after completion of the selection process as detailed in this document.

CONTROL SHEET TABLE

Tender Reference	DIT/BPR & BTD/OA/4347/2018-19 Date: 04/02/2019
Cost of Tender Documents	Rs. 5,000 (Rupees Five Thousand Only)
Date of issue of RFP	04/02/2019
Earnest Money Deposit (EMD)	Rs. 50,000/- (BG)(Rupees Fifty Thousand Only)
Date of Commencement of Sale of Tender Document	04/02/2019
Pre Bid queries to be received only online at-hodit.calcutta@ucobank.co.in	On or before 11/02/2019 up to 04:00 PM
Pre bid Meeting and Venue	12/02/2019 at 11.30 AM 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	01/03/2019 at 04.00 PM
Opening of Technical Bids	01/03/2019 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.calcutta@ucobank.co.in
Contact Telephone/Fax Numbers	Tel : 033-44559775/9720
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-1
GENERAL TERMS AND CONDITIONS

I. GENERAL TERMS & CONDITIONS

- 1.1** UCO Bank invites sealed tenders comprising of eligibility, Technical bid and Commercial bid from experienced prospective bidders having proven capabilities for Supply, Implementation and Maintenance of Board e-Meeting Solution. 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 vendor 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. 5,000/- (Rupees Five 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 superscribed, at the time of submission of the bids.

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

The Bid document shall be in three parts viz. Eligibility, Technical Bid & Commercial Bid. All the bids must be submitted in separate sealed envelopes

super scribing **“Eligibility Bid for Supply, Implementation and Maintenance of Board e-Meeting Solution”** on top of the envelope containing Eligibility Bid, “Technical Bid for **“Technical Bid for Supply, Implementation and Maintenance of Board e-Meeting Solution”** containing Technical Bid & **“Commercial Bid for Supply, Implementation and Maintenance of Board e-Meeting Solution”** on top of the envelope containing Commercial Bid. All these sealed envelopes should be put together in another sealed envelope super scribing **“Bids for Supply, Implementation & Maintenance of Board e-Meeting Solution”** mentioning reference number and date given hereinabove. If the cover/envelope are not sealed & superscribed as required, the Bank will assume no responsibility for its misplacement or premature opening.

The bidders should take care of submitting the bids properly filled so that the papers are not loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny.

Bidders are requested to participate in the tender process according to the time schedule mentioned above.

The eligibility bid will be opened first and only those bidders, deemed eligible as per the eligibility criteria mentioned in this RFP, will be shortlisted for technical evaluation; the qualified bidders will be notified separately. Commercial Bid of only those short-listed-bidders, who have qualified in Technical evaluation, will be opened by the Bank, the date of which will be notified separately.

The Bids should be addressed to:

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

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

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

1.2 SUBMISSION OF OFFER- THREE BID SYSTEM

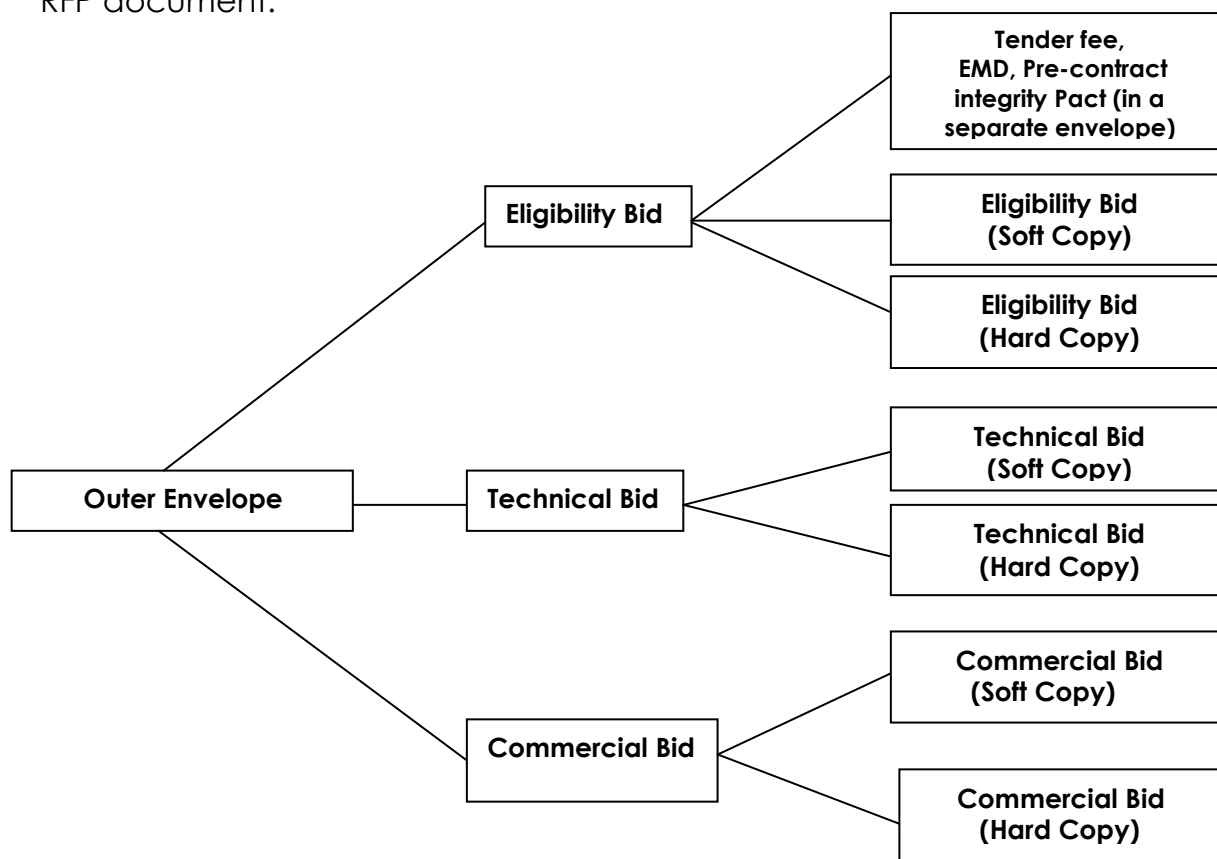
Separate Eligibility, Technical and Commercial Bids along with soft copies duly sealed and super-scribed as - Supply, Implementation & Maintenance of Board e-Meeting Solution (Eligibility Bid), -- Supply, Implementation & Maintenance of Board e-Meeting Solution (Technical Bid) and -- Supply, Implementation & Maintenance of Board e-Meeting Solution (Commercial Bid) respectively should be put in a single sealed outer cover duly sealed and super-scribed as- **“Supply, Implementation & Maintenance of Board e-Meeting Solution “** 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.

1.2.1 Technical Bid should be duly sealed and super scribed as "Technical Bid for Supply, Implementation & Maintenance of Board e-Meeting Solution".

1.2.2 Bid should comply with the Scope of Work as specified hereinafter.

1.2.3 The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with technical Bid.

1.2.4 The Eligibility bid should have Annexures- I, II,III,IV,VII,VIII,X,XI,,XII,XIII,XIV,XV,XVI,XVII,XVIII,XIX including documentary proof in support of Eligibility Criteria and all other relevant document. The Technical Bid should have Annexure-V, **Masked Commercial Bid** and all other relevant documents. Commercial bid should have the Annexure-VI and all other relevant documents.

1.2.5 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.

1.2.6 Bidders to submit a masked commercial Bid i.e. by hiding price commercial bid as per Annexure –VI with technical bid envelope to be submitted.

1.2.7 Commercial bid duly sealed and super scribed as "Commercial Bid for Supply, Implementation & Maintenance of Board e-Meeting Solution".

1.2.8 Incomplete bids or bids not conforming to the terms and conditions are liable for rejection by the Bank.

1.2.9 At any time, prior to deadline for submission of RFP, UCO Bank may modify any of the terms & conditions and technical specifications at its sole discretion and the same will be available on Bank's website and the amendments shall be binding on the bidder. In case of any amendment, UCO Bank may extend the deadline for submission of response to this RFP in order to provide a reasonable time to the prospective bidders.

- 1.2.10 UCO Bank reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder need to submit the documentary evidence(s) as required by UCO Bank.
- 1.2.11 Any Technical Bid, submitted with incorrect information will be liable for rejection. Further, if any bidder is found to have submitted incorrect information at any time, bidder may be debarred from participation in the future tendering processes of Bank.
- 1.2.12 The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
- 1.2.13 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 1.2.14 The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders.
- 1.2.15 Canvassing of any kind or Bid submitted with false information will be a disqualification.
- 1.2.16 The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- 1.2.17 Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.
- 1.2.18 Further, subsequent to the orders being placed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies /taxes.
- 1.2.19 The Bank shall be under no obligation to accept the technical solution offered or the lowest or any other offer received in response to this RFP document.

- 1.2.20 The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to cancel the entire RFP process without assigning any reasons whatsoever at any stage of the RFP process.
- 1.2.21 The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.
- 1.2.22 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.
- 1.2.23 Bids once submitted shall not be returned to the Bidder in future.
- 1.2.24 Bidder must have back to back support relation with the OEM/OSD's whose products are offered by the bidder to the Bank, in case the bidder is not an Original Equipment Manufacturer(OEM)/ Original Solution Provider (OSD). A commitment letter from the OEM/OSD at least for a period of 7 years has to be submitted along with the Technical bid.
- 1.2.25 The technical bid shall be submitted in conformity with the Scope of Work.
- 1.2.26 The bidder shall not quote for the products, whose End of sale/ End of Support / End of Life has been declared by the OEM/OSD. The Bidder has to ensure that any equipment/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 equipment/solution by the Bank. In the event if any equipment/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 equipment/solution at no additional cost to the Bank.

1.2.27 The selected bidder must adhere to the terms of this RFP document.

1.3 COST OF TENDER DOCUMENTS

A complete set of tender documents can also be downloaded from Bank's website www.ucobank.com. The bidders should pay the Cost of tender document fee of Rs.5,000/- (Rupees Five Thousand Only). The Cost of tender documents shall be paid through NEFT mode or by Demand Draft / Banker's Cheque / Pay Order drawn in favour of UCO Bank payable at Kolkata. The bidder has to provide the Bank the UTR no. generated after the NEFT (hard copy of the receipt generated should be submitted along with the bid documents), failing which the bid of the concerned bidder will be rejected. The Cost of tender document is non-refundable.

The Bank details are as below:

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

1.4 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 VII. The EMD amount is Rs 50,000/- (Rupees Fifty Thousand 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:

- 1.4.1 The bidder withdraws its bid during the period of bid validity(180 days from the date of opening of bid). 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 .

- 1.4.2 The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- 1.4.3 The bidder violates any of the provisions of the terms and conditions of this tender specification.
- 1.4.4 In case the successful bidder fails in the following:
- To sign the contract in the form and manner to the satisfaction of UCO BANK.
 - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK either at the time of or before the execution of Service Level Agreement (SLA)

Note:

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

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

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

Performance Bank Guarantee (PBG) has to be submitted under any circumstance.

1.5 REJECTION OF THE BID

The Bid is liable to be rejected if:

- 1.5.1 The document doesn't bear signature of authorized person on each page signed and duly stamped.
- 1.5.2 It is received through Fax/E-mail.

- 1.5.3 It is received after expiry of the due date and time stipulated for Bid submission.
- 1.5.4 Incomplete Bids /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.
- 1.5.5 Non-submission of Integrity pact or any other documents mentioned in the RFP shall be liable for rejection.
- 1.5.6 Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.
- 1.5.7 Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- 1.5.8 Any offer falling short of contract period is liable for rejection.

1.6 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 on or before the date mentioned above on e-mail: 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 web site. No individual correspondence will be accepted in this regard. Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting. Any deficiencies should also be raised in the pre-bid queries.

Pre-bid queries raised by the bidder(s) are to be submitted in the format given in **Annexure – XVIII**.

1.7 MODIFICATION AND WITHDRAWAL OF BIDS

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

1.8 INFORMATION PROVIDED

RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the

information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

1.9 FOR RESPONDENT ONLY

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

1.10 CONFIDENTIALITY

The 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.

1.11 DISCLAIMER

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

1.12 COSTS BORNE BY RESPONDENTS

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions,

demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.

1.13 NO LEGAL RELATIONSHIP

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

1.14 ERRORS AND OMISSIONS

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

1.15 ACCEPTANCE OF TERMS

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

1.16 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.

1.17 RFP RESPONSE VALIDITY PERIOD

Bids shall remain valid for 180 (One Hundred eighty) days from the last date of bid submission prescribed by BANK. BANK holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, Bank may solicit the Bidder's consent to an extension of the validity period.

1.18 NOTIFICATION

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

1.19 LANGUAGE OF BIDS

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

1.20 NORMALIZATION OF BIDS

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

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

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

1.21 CANCELLATION OF TENDER PROCESS

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

1.22 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**

1.23 DELIVERY, INSTALLATION & COMMISSIONING

The bidder shall be responsible for delivery of Board e-Meeting Solution (including all components) ordered at mentioned locations and should be implemented/made operational within one month from the date of the Purchase Order. If the bidder fails to deliver and/or implement the Board e-Meeting Solution ordered within stipulated time schedule or by the date extended by Bank, it will be a breach of contract. In the event of Bank agreeing to extend the date of delivery at the request of bidder, it is a precedent that the validity of Bank guarantee shall be extended by further period as required by Bank before the expiry of original bank guarantee.



PART –II

2.1 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 company registered under Companies Act 1956 and Companies Act 2013 since the last three years as on RFP submission date.	Certificate of incorporation & Commencement of Business (whichever applicable) should be submitted.
2	The bidder submitting the offer should have minimum turnover of Rupees 5 Crores for the last three financial years i.e. 2015-16, 2016-17 & 2017-18. This must be the individual company turnover and not of any group of companies.	Copy of audited balance sheet of the financial year 2015-16, 2016-17 & 2017-18. 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 proposed Board e-Meeting Solution should have been implemented and operational and must have conducted at least 5 (Five) e-Meetings using the software in at least 2(Two) Scheduled Commercial Banks / Financial Institute / Government organization in India in last 3(Three) years.	Copy of purchase order and completion certificate between the bidder and its client and documentary evidence proving the number of customers. The onus of proving the credential via documentary evidence will fall on the Bidder.
5	The Bidder to provide information that any of its subsidiary or associate or	Letter of undertaking / confirmation from bidder.

	holding company or companies having common director/s or companies in the same group of promoters / management or partnership firms / LLPs having common partners has not participated in the bid process.	
6	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 to provide an undertaking on his 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 / confirmation from bidder.
8	The bidder/OEM/OSD should have service centres with engineers having experience in proposed solution for providing support at Kolkata.	Self-Undertaking regarding Detailed list of authorised service centres at the said delivery location should be provided.
9	Bidder should not have been Black-listed by any bank / institution in India. An undertaking to this effect must be submitted in their letter head.	A Self-declaration on the company letterhead stating that any regulator by any financial institution / regulator in India or abroad do not bar the company.
10	The service provider should ensure that there are: a. No legal proceedings pending or threatened against service provider or which adversely affect / may affect performance under the contract; and b. No inquiries or investigations have been threatened, commenced or pending against the service provider or by any statutory or regulatory or investigative agencies.	Proof of docs to be submitted: Declaration in the letterhead of the service provider's company to that effect duly certified by Statutory Auditor should be submitted.

Note: - 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

Note: - 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 and UAT.
- ☐ Training the client on product usage & preparation of training material.
- ☐ Roll- out and go-live.

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

PART –III

3.1 EVALUATION CRITERIA

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

The Stages are:

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

The Eligibility would be evaluated first for the participating bidders. The bidder, who would qualify all Eligibility Criteria as mentioned in clause 2.1, will be shortlisted for the Technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening. **The bidder with the lowest commercial quote will be declared as L1.**

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

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

3.1.1 EVALUATION METHODOLOGY

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

3.1.2 TECHNICAL EVALUATION PROCESS

In Technical evaluation process, the technical bid of only eligible bidders as per Eligibility Criteria in Part II, Clause 2.1 would be evaluated. The Technical evaluation will be done on a basis of comply chart provide by bidder as per Scope of work in Part IV and Technical and Functional requirements of Board e-Meeting Solution. The Bidder should comply all points in scope of work in Part IV and all points in Annexure – V. As part of Technical Evaluation bidders need to give Technical Presentation to the satisfaction of the Bank/User Department. Bidders will be rejected from the bid process on non-compliance of any point either in scope of work or points in Annexure – V under Bank's discretionary power during Technical presentation. After technical evaluation commercial bids of only technically qualify bidders will be opened.

3.1.3 COMMERCIAL EVALUATION PROCESS

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

- 3.1.3.1 The L1 Bidder will be selected on the basis of the amount quoted for proposed solution quoted by them as per Annexure-VI.
- 3.1.3.2 The optimized TCO (Total Cost of Ownership) identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work. Any further hardware, software, licenses required to meet the performance criteria of the Bank as stated in the RFP, during the tenure of the project, would be at the cost of the Bidder.
- 3.1.3.3 The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
- 3.1.3.4 In case there is a variation between numbers and words; the value mentioned in words would be considered.

- 3.1.3.5 In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.



4. SCOPE OF THE WORK

4.1 IMPLEMENTATION

- 4.1.1 The Bank is planning to Implement Board e-Meeting Solution as per the specifications provided in **Annexure V “Technical Specifications”**. The Board e-Meeting 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 BeMS roll-out, training of end users, providing implementation services, and rolling out the BeMS application in other offices of the Bank and provide maintenance services for 3 years of warranty and 2 years of technical support post go-live.
- 4.1.2 The aim of this project is to design, implement and maintain the Board e-Meeting Solution as an on premise solution at UCO Bank. The successful bidder should certify that full range of technology support in the form of hardware/software/spares and maintenance will be available for minimum 7 years.
- 4.1.3 The Bidder has to envisage all necessary services to be provided and ensure the same is delivered to the Bank. Apart from this RFP, vendor 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.
- 4.1.4 The bidder will not have access to outside applications from Bank's Datacentre. All ports pertaining to the Board e-Meeting application will be restricted and opened basis on Bank's permission only. The bidder will not have access to the Board e-Meeting Solution for making any changes to the software from outside UCO Bank Network / Datacentre. This is a mandatory requirement Implementation of changes needs to be done from the Bank's data centre/premises only.
- 4.1.5 The Bidder would be in total charge of the following:
- Complete Systems Software required for the Board e-Meeting Solution.
 - Implementation Services for Board e-Meeting Solution
 - Warranty & ATS
 - Training & maintenance of all training content during the contract period.
 - Level one failure should be resolved within 2 hours. Any other failures is required to be resolved by the Bidder in maximum 2 working days.

- 4.1.6 The vendor has to ensure that any equipment/solution supplied as part of this RFP should not reach end of support or end of life for at least seven years postdate of acceptance of such equipment/solution by the Bank. In the event if any equipment supplied by the vendor, reaches either end of support or end of life as stipulated in this clause, within the period of 5 years, the vendor has to immediately replace/upgrade the equipment/solution at no additional cost to the Bank.

4.2 FUNCTIONAL & TECHNICAL REQUIREMENTS:- The Board e-Meeting Solution should meet the following high-level function requirements (but not limited to):

1. Salient Features:

- a. Delivering the information in a secure environment.
- b. Dedicated content areas for Action and Documents.
- c. Using intuitive annotation tools.
- d. Viewing additional content.
- e. Expandable number of layers based on the number of Committees and Sub-Committees of the Board and other Management Committees such as IT Steering, CORM, BLCAC, HLCAC1 & HLCAC2 etc.
- f. Voting on resolutions.
- g. Streamlining the process of meeting and Board paper creation through:
 - i. A colour coded, step-by-step dashboard highlighting progress.
 - ii. Customizable Meeting templates.
 - iii. Drag and drop functionality for agenda items.
 - iv. An ability to email documents directly.
 - v. Enhanced security and customized user access rights.
- h. The Solution should have the functionality to upload of PDF scanned documents and its retrieval / view to the committee members on iPad, Laptop, Desktop or any other Mobile device like tablets, phone etc

2. Security:

- a. Strong password policies.
- b. Full data segregation.
- c. Configurable remote and timed delete options.
- d. Offline access to information for a limited number of days.
- e. Data encryption with all communication with the server over HTTPS.
- f. Document Rights Management.
- g. Configurable server side IT policy for passwords, lockout, history and expiry.

3. Simplified meeting and Board paper management:

- a. The ability to adjust the interface to user preferences.

- b. Pre-defined and customizable meeting templates.
 - c. A colour coded dashboard-highlighting tasks that require Action/Directions and meetings' status.
 - d. An ability to email documents directly.
 - e. Instant distribution of Board agenda including last-minute amends.
 - f. Create, edit, publish, archive and delete news within Meetings, Resolutions.
 - g. A dedicated documents area to manage Meetings/Resolutions/Reading Room documents from one place.
 - h. Quick resume button to open last accessed documents.
 - i. Control over who gets to see what and when.
 - j. Minutes Management including generation of draft minutes based on the agenda.
 - k. Scheduling of meetings.
4. **Features that are available to the Meeting organizers:**
- a. Define the structures and access rights.
 - b. Upload documents, which are encrypted to ensure the highest security.
 - c. Individually control who can email or print the documentation.
 - d. Assign actions to documents.
 - e. Dashboard for compliance of Action paras/Directions in the prescribed workflow/format.
 - f. Digital signature by Secretary of the Board.
 - g. Integration of Digital Signature of the Board members for signing of items with their input.
5. **Features to be available for Directors/Committee Members:-**
- a. Securely view key documents and share them if required.
 - b. Mark documents as "favourites" for faster future access.
 - c. Annotate content and email it to other colleagues or external contacts (if this feature is enabled).
 - d. Print documents and annotations (if this feature is enabled).
 - e. Quickly find documents through the search function.
 - f. Import documents from other apps, (attachments or files from the web)
 - g. Single sign-on for Directors/Members on multiple Boards.
 - h. When users are off-line they can view the content synchronized to a device.
6. **Intuitive Annotation Tools:-**
- a. Save annotations across previous document versions.
 - b. View a summary of all annotations.
 - c. Send annotations and summaries via email or print them, if enabled.
 - d. Hide or delete annotations with one touch.
7. **Easy Voting Resolutions:-**

- a. Resolutions help directors quickly and confidentially record their vote, online or offline, from any location. They can optionally view the votes and comments of other signatories or use a signing PIN code, if these features have been enabled.
- b. Meeting organizers are also able to control document delivery and the voting process. They can distribute draft versions to selected signatories, indicate when votes are due and collate votes.
- c. Resolutions can also be captured during meetings with the Related Resolutions feature. A resolution can be related to an agenda item allowing quick access from directly within a meeting.

8. User Management:-

- a. The solution should enable members of different departmental to conduct central board, subcommittee and department level meetings.
- b. The solution should provide legitimate users should have proper authorisation and authentication mechanism to log into their respective meetings.
- c. The solution should support standard IT user management control features.

9. Technology Requirements:-

- a. The proposed solution must be device agnostic and able to integrate and work seamlessly on IPAD (IOS), desktop, laptop, tab, MacBook, mobile, etc.
- b. Board e-Meeting shall be preferably based on flexible architecture and should be configurable. The scalability of the system is an important criteria. Further, it must be platform independent.
- c. The Business Continuity (BC) and Disaster Recovery (DR) of the system should be compatible with the current DC & DR of the Bank.
- d. Applications should be free from technology vulnerabilities and adhere to the Bank's security policy.
- e. The Solution should be integrated with the DMS (Document Management System).
- f. The system should support compression while data transmission over internet where network bandwidth is low for seamless experience.

11. Technical Architecture:-

- a) Proposed Board e-Meeting solution architecture should adhere to the Bank's standards. The architecture should conform to the standard '3-Tier architecture' implemented at the Bank's datacentre.
- b) The Board e-Meeting will be hosted out of 3 sites including the Test infrastructure site.

- c) The envisaged Board e-Meeting solution will have asynchronous replication at a remote DR site. In case of disaster, the BMS application should be accessible from the DR site.
- d) The Board e-Meeting application should be compliant to all provisions of the Information Technology Act, 2000 (along with amendments as per Information Technology Act, 2008 & subsequent amendments) and be in conformity with the guidelines issued by the Bank and other applicable laws with latest amendments at the time of delivery. The Board e-Meeting solution should also comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the Project.

12. Solution Development & Testing:-

- a) The Bank will provide Testing facilities i.e. space for bidder personnel to sit and conduct testing in the test Datacentre.
- b) The Bank will provide space for the bidder personnel for the purpose of implementation and thereafter for maintenance.

13. Training for Users and members of Committees and its Sub-Committees:-

- a) It is the bidder's responsibility to create customer education materials and able to provide on call training to BeMS users.
- b) The bidder should use multiple channels such as videos, pdf, ppt etc for functional and technical training materials for all the users of BeMS application.
- c) The bidder is expected to maintain, edit and update all training content in sync with changes made in the Board e-Meeting solution throughout the contract period.
- d) Since the Application will be used by Members of the Board of the Bank, appropriate training should be provided.

14. Compliance

- a) Generation of Action Item Report
- b) Updating of Agenda by the designated or assigned users
- c) Post Meeting facility for ATR and Compliance tracking

15. Offline Module

- a) Facility to run the meeting in offline mode as well
- b) Capability to access various modules offline and make any notes or changes, which gets synced when applications gets online.

16. User Management

- a) Secretary of different departments providing secretarial service to conduct central board, sub-committee and department level meetings.
- b) Legitimate users should have proper authorization and authentication mechanism to log into their respective meetings.
- c) The solution supports standard IT user management control features.

17. Other

- a) On Premise Deployment
- b) Text search-Stakeholders search the text/words in the whole or particular section or document
- c) Version of Code-Written in latest version of language.
- d) 2-Factor authentication-The solution should have different level of authentication feature for login the application
- e) SMS-The solution can have a feature of login using OTP
- f) Biometric control-Biometric based access control to application
- g) Administrator based permissions-Facility for Admin to decide the user level access for features and files.
- h) 256 bit encryption and secure transmission –Encrypted and secured transmission of data and information
- i) Audit trail-Availability of audit trail with audit reports
- j) When user view the agenda in browsers and mobile user profile name.
- k) Compatibility with all leading internet browsers and mobile operating systems(like Internet Explorer, Google Chrome & Mozilla etc.)
- l) Supporting Captcha features

18. Admin Panel

- a) Should have multiple entity support & creation
- b) Should be responsive of any size of screen
- c) Should be able to create, view, search & modify the forum, users meeting agenda & entity from admin panel
- d) Admin able to create user using AD support & without AD support.
- e) Admin should able to see which user access the particular meeting
- f) Bulk Upload of agenda using multiple select, drag & drop
- g) Admin able to create forum, meeting, agenda and access right using CSV import & export
- h) Admin user able to view forum access right of all users
- i) Should be seamlessly upload the files of any size from internet & intranet

19. Exit Strategy

- a) Migration of Data made independent of proposed application & no loss of data while migrating
- b) Migration strategy or tool made available with proposed solution

HARDWARE REQUIREMENTS

1. The application will be hosted in the Primary Data Centre, Disaster Recovery Data Centre and a separate test environment. The solution should have the capability for seamless data replication between DC & DR.
2. As the bank will provide the hardware, storage, system software(OS) and the database , the bidders do not need to submit the commercials for the same.
3. The bidder to visit HO DIT to baseline on the Hardware needs after preparing their High Level Design and Low Level Design Document.
4. The bidders are required to submit the technical architecture together with details of Servers/RAM/Middleware/OS/Storage/Database/licenses required for implementation of Board e-Meeting solution at Bank's DC, DR & test and development sites. The hardware sizing to be proposed should be done keeping in view the time horizon of at least 5 years period.
5. The bidders are expected to quote the price for all other items such as software application, implementation cost, ATS.

SECURITY REQUIREMENTS

1. The solution should follow the industry best practices for IT security for similar systems.
2. The Proposed system will undergo Vulnerability Assessment, Penetration Testing and other Security and risk assessment before Go Live. The successful 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 successful bidder to fix those the gaps before Go Live without any additional cost to Bank.
3. The software should follow OWASP framework and should have all security features embedded. .

MAINTENANCE

1. The Bidder should ensure that the application does not contain any malware, virus, worms or malicious software. If such malicious code software is found , the Bidder will ensure that the malicious code 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.

2. 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 or its customer's data, storage media, programs, equipment, or otherwise interfere with Bank's operations.
3. 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 /OSD/ Product Vendor 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 Board e-Meeting Application for a period of 5 years (3 years of warranty and 2 years of ATS support) from date of go-live of the last module of the Board e-Meeting Application. The bidder has to ensure that Bank specific customizations are implemented in the upgraded solution along with migration of existing data.
4. The Bidder shall ensure that all bugs are fixed as per the timeline in the Service Level Agreement. In case of any discrepancies, the Bidder will undertake to compensate the Bank appropriately for any financial/reputational loss suffered as determined by the Bank.
5. Before application of any patch / bug fix, the Bidder has 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.
6. The Bidder will be required to provide on-site support during the 3 years of Warranty Period, applicable for software. The date of start of warranty period would be the date of issue of **"GO-Live"** by the Bank. During the Warranty period the Bidder would be required to undertake all necessary modifications/customization and maintenance and as when required without any additional cost to Bank. Post implementation support and

maintenance will be required during the 2 years of ATS period on an on-site basis only.

7. The vendor shall provide for engineer visits (on exigency) 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.
8. 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, etc. without any additional cost to the bank.
9. Separate technical and operational escalation matrix up to the level of highest authority shall be provided.



PART-V

5.1 ORDER DETAILS

The Bank intends to deploy solution for conducting paperless Board and various other committee meetings using the best features available. The purchase order will be placed by the Bank from its Head Office and payment will be made by Head Office. Performance Bank Guarantee will be required to be submitted at Head office. Any decision of the Bank in this regard will be final & conclusive and binding upon the vendor.

5.2 CONTRACT PERIOD

The contract period for Board e-Meeting Solution will be for a period of 5(Five) Years from the date of Agreement (SLA). The application shall carry warranty for a period of 3 years from date of Go-Live and ATS of 2 years after completion of warranty period. Bank reserves the right to further extend the contract period beyond 5 years period at mutually agreed terms & conditions.

SLA will be for a period of Five years (3 Years warranty and 2 Years of ATS) from the date of Go-Live. The performance of the vendor 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.

5.3 PERFORMANCE BANK GUARANTEE

The selected bidder, within 15 days from the date of Letter of Intent(LOI). will have to furnish a Performance Bank Guarantee, format as per Annexure-VIII of the RFP, issued by any scheduled commercial bank equivalent to 10% of the TCO valid for 60 months with 3 months additional claim period. Upon furnishing the Performance Bank Guarantee, the EMD of the vendor shall be returned. The Performance Bank Guarantee shall act as a security deposit and either in case the vendor is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels or in the event of non-performance of obligation or failure to meet terms of SLA/RFP during the contract period (3 year warranty and 2 years of ATS), 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 vendor is not able to fulfil any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD on installation and implementation.

5.4 IMPLEMENTATION

- 1 The Bidder must share the proposed 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 required. The document should contain both the technical and the functional details along with the timeline.
- 3 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.
- 4 The Successful 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.
- 5 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 without any additional cost to Bank. It is the Bidder's responsibility to ensure that any customization is compatible with upgraded applications / modules.
- 6 The rollout shall consist of implementing the proposed BeMS 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 BeMS, and submission of manuals.
- 7 The Bidder for this purpose shall set up BeMS Solution both at the Primary Datacentre and DR site as well test environment.
- 8 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.
 - Data consistency checked at DC & DR,
 - Training the client on product usage & preparation of training material, and
 - All functionalities mentioned in this RFP have gone live;

5.5 TESTING & ROLL OUT

1. The Bank will provide the test environment to the Successful Bidder.
2. The Successful 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 successful bidder is responsible to fix any gaps identified during testing phase.
5. All security issues identified will have to be resolved by the successful bidder.
6. 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.
7. The Successful bidder shall prepare test cases in consultation with Bank
8. Any deviations/ discrepancies/ errors observed during the testing phase will have to be resolved by the successful 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 successful bidder has to complete the development/customization of the BeMS 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 successful bidder the financial Penalty as per the Banks discretion will be imposed on the Bidder at 1% 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 successful 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 as well as documented.

5.6 PAYMENT TERMS

Purchase Order for implementation of Board e-Meeting shall be placed by the Head Office-II, DIT, Saltlake, Kolkata. The vendor 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.

- No advance payment will be made.

- 70% of the total application cost & implementation after completion of successful installation, UAT, training and Go Live of the Board e-Meeting solution on Bank's network. The payment will be made on receipt of the invoices along with duly Completion Certificate signed and accepted by User department.
- 20% of the total application cost & implementation after 3 months post GO Live to the satisfaction of the User Department.
- Any delay in achievement of milestones/ deliverables/ activities from Bidder shall attract liquidity damage.
- The Bidders should note that the contract entered with the successful Bidder will be for implementation and post go-live period of 5 years (3 years warranty & 2 years ATS support), extendable at the Bank's discretion. The Bank will have the right, in its sole discretion to renegotiate 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 (BG) to the payment authority for equivalent amount till warranty period.
- Payment of AMC / ATS shall be paid in quarterly arrear basis post maintenance being satisfactory.

5.7 PAYING AUTHORITY

The payments as per the Payment Schedule covered herein above shall be paid by the Head Office, DIT of UCO Bank. However, Payment of the Bill would be payable, on receipt of satisfactory delivery/ installation/re-installation/training, live running and service report duly signed by Bank official of User department

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.

5.8 WARRANTY & ATS

5.8.1 WARRANTY

The Selected bidder shall provide comprehensive warranty for proposed solution, including other software, associated modules and services required to meet the requirements in the RFP. The period of warranty shall be of 3 years from the date Go Live.

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. All statutory and regulatory changes to be provided in the solution free of cost during warranty and ATS.

5.8.2 ANNUAL TECHNOLOGY SUPPORT (ATS)

- 5.8.2.1 The bidders shall quote ATS Charges for Board e-Meeting Solution for a period of two years after the initial comprehensive onsite warranty period of three year in commercial bid.
- 5.8.2.2 During ATS period Bank will pay ATS for Board e-Meeting Solution only. The Bank shall not pay any separate ATS charges on any software supplied and installed to meet the requirements of this RFP. if any software of such kind is supplied or installed the licenses of the same should be procured in the name of the Bank free of cost.
- 5.8.2.3 The ATS payment will be made by Head Office on quarterly basis in arrear subject to satisfactory services rendered by the selected bidder.
- 5.8.2.4 Bank reserves its right to decide whether or not to enter into ATS with the successful bidder, for the post warranty period.
- 5.8.2.5 In case Bank decides to enter into Annual Technology Support, the successful bidder shall ensure that the type of support/maintenance services extended for Board e-Meeting Solution during the ATS period of 2 years after the initial comprehensive onsite warranty period of three years, is similar to the support/maintenance extended during warranty period.
- 5.8.2.6 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.

5.9 UPTIME

Vendor will have to guarantee a minimum uptime of 99.9%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99.9% on 24x7x365. The penalty will be calculated as per the details given below.

Uptime percentage	- 100% less Downtime Percentage
Downtime percentage	- Unavailable Time divided by Total Available Time, calculated on a monthly basis.
Total Available Time	- 24 hrs. per day for seven days a week excluding planned downtime
Unavailable Time	- Time involved while the solution is inoperative or operates inconsistently and erratically.

Uptime Percentage	Penalty Details
A \geq 99.9%	No Penalty
99.5% \leq A $<$ 98.5%	1% of cost of order value
A $<$ 98.5%	2% of cost of order value

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The SLA charges will be subject to an overall cap of **10% of Order Value** and thereafter, Bank has the discretion to cancel the contract. If Vendor materially fails to meet an uptime of 99.50% for three (3) consecutive months, the Bank may have the right to terminate the contract. In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable at Kolkata in favour of UCO Bank for the same within 15 days from the notice period from the Bank.

Availability Service Level Default

- ☐ Availability Service Level will be measured on a monthly basis.
- ☐ A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.9%), as measured on a monthly basis.

5.10 PENALTY

5.10.1 The Bidder shall perform its obligations under the service level agreement entered into with the Bank.

- 5.10.2 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.
- 5.10.3 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.
- 5.10.4 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.
- 5.10.5 SLA violation will attract penalties.
- 5.10.6 Bank may recover such amount of penalties due to delay in service from any payment being released to the vendor, 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 vendor or from the retention money at the end of contract period.
- 5.10.7 The sum total of penalties will 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.

5.11 OEM Authorization

In case the successful bidder is not ready to provide the support during the warranty period, support will be provided by OEM directly or their other authorized partners for the remaining period of warranty of the product without any additional cost to the Bank. An authorization letter from OEM regarding this must be attached with the technical bid.

5.12 Adherence of Cyber Security Policy

Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy will be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them.

The deputed persons should aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/disclosed/misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank.

Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided by Bank.

The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the supplier agreement.

All information resources (online/in-person) of the vendors and its partners shall be made accessible to Reserve Bank of India as and when sought.

Credentials of vendor/third party personnel accessing and managing the bank's critical assets shall be maintained and shall be accordance with bank's policy.

The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third party vendors/service providers & partners.

Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured.

5.13 PRICE

5.13.1 The commercial bid must include all hardware equipments along with system configuration, covering warranty period of 3 years with additional 2 years ATS. The Price Bid also must include all applicable taxes except GST. 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.

5.13.2 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.

5.13.3 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.

5.13.4 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.

5.13.5 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.

5.13.6 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.

5.13.7 The Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed within and outside India.

5.14 LIQUIDITY DAMAGE

5.14.1 The liquidated damages is an estimate of the loss or damage that the Bank may have suffered due to delay in performance or non-performance of any or all the obligations (under the terms and conditions of the purchase contract relating to supply, delivery, installation, operationalization, implementation, training, support/services, acceptance, etc.), of the solution by the Bidder and the Bidder shall be liable to pay the Bank a fixed amount for each day of delay / non-performance of the obligations by way of liquidated damages, details of which will be specified in the purchase contract. In case if the bidder causes harm to Bank's property including IT

Assets / Bank's data, the Bank shall recover the same through liquidated damages. Without any prejudice to the Bank's other rights under the law, the Bank shall recover the liquidated damages, if any, accruing to the Bank, as above, from any amount payable to the Bidder either as per the purchase contract, executed between the parties or under any other purchase agreement/ contract, the Bank may have executed / shall be executing with the Bidder. Liquidated damages shall be limited to 10% of the total contract value.

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

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

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

5.14.5 LD shall be applicable for Uptime.

5.14.6 Notwithstanding The Bank's right to cancel the order, liquidated damages at 1% (One percent) of the TCO per month will be charged for every month's delay in the specified delivery schedule. The Liquidated Damages including Service Level Penalties would be subject to a maximum of 10% of the TCO. The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder.

5.15 Insurance

- a. 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.
- b. The loss-payee endorsement of such insurance policies shall be in favour 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.

- c. 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.

5.16 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.

5.17 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.

5.18 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/software during the implementation, training, rollout ,Go-Live and subsequent maintenance process.
- In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.

- The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- Vendor 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.

5.19 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 Vendor, 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 Vendor,
- iii. use of the deliverables and or services provided by the Vendor,
- 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.

Vendor 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 Vendor's employees or representatives. The Vendor 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 vendor in writing immediately on becoming aware of such claim,

- ii. the Vendor has sole control of defence and all related settlement negotiations,
- iii. the Bank provides the Vendor 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 Vendor, except under due process of law or order of the court.

It is clarified that the vendor 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. Vendor shall be responsible for any loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions.

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

- Non-compliance of the vendor with Laws / Governmental Requirements
- IP infringement
- Negligence and misconduct of the Vendor, 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 vendor 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.

5.20 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.

5.21 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 XV** of the RFP.

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

5.22 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.

5.23 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.

5.24 GUARANTEES

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management of the Supply, Implementation & Maintenance of Board e-Meeting 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.

5.25 DISPUTES RESOLUTION MECHANISM

The Vendor 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 Vendor. The matter shall then be resolved between them and the agreed course of action documented within a further period of 30 days.

In case any dispute between the Parties is not settled by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations.

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

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

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

5.26 EXIT OPTION AND CONTRACT RE-NEGOTIATION

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

- Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 15 days of receipt of LOI;
- Delay in delivery beyond the specified period;
- Delay in completing installation beyond the specified periods;

- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
 - Serious discrepancy in completion of project.
 - Serious discrepancy in maintenance of project.
- 5.26.2 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.
- 5.26.3 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.
- 5.26.4 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.
- 5.26.5 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.
- 5.26.6 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.

5.27 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.

5.28 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.

5.29 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 of 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.

5.30 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.

5.31 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).

6. ADOPTION OF INTEGRITY PACT

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

- a. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.

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

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

7. 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.

8 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/4347/2018-19

Date: 04/02/2019

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 "Selection of Vendor for Supply, Implementation & Maintenance of Board e-Meeting Solution" RFP Ref No. DIT/BPR & BTB/OA/4347/2018-19 Date: 04/02/2019

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 Supply, Implementation & Maintenance of Board e-Meeting 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 Supply, Implementation & Maintenance of Board e-Meeting Solution as per the terms & conditions of your purchase orders.

In the event of our selection by the bank for undertaking Supply, Implementation & Maintenance of Board e-Meeting Solution, we will submit a Performance Guarantee for a sum equivalent to 10% of the TCO 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. 5,000/- (Rupees Five Thousand Only) as Cost of RFP Document &

2. BG No. _____ Dated for Rs. 50,000/- (Rupees Fifty Thousand 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**B. 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
7. Name and details (designation and Phone no.) of Authorised Signatory:

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

	2016-17	2017-18	2018-19
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 Selection of Vendor for Supply, Implementation & Maintenance of Board e-Meeting Solution" RFP Ref No. DIT/BPR & BTB/OA/4347/2018-19 Date: xx/01/2019

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/ATS 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 AMC / 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)

Confirmation on Compliance of Eligibility Criteria

Sl. No.	Criteria	(Proof of Documents required/must be submitted)	Compliance (Y/N)
1	Bidder should be a company registered under Companies Act 1956 and Companies Act 2013 since the last three years as on RFP submission date.	Certificate of incorporation & Commencement of Business (whichever applicable) should be submitted.	
2	The bidder submitting the offer should have minimum turnover of Rupees 5 Crores for the last three financial years i.e. 2015-16, 2016-17 & 2017-18. This must be the individual company turnover and not of any group of companies.	Copy of audited balance sheet of the financial year 2015-16, 2016-17 & 2017-18. 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 proposed Board e-Meeting Solution should have been implemented and operational and must have conducted at least 5 (Five) e-Meetings using the software in at least 2(Two) Scheduled Commercial Banks / Financial Institute / Government organization in India in last 3(Three) years.	Copy of purchase order and completion certificate between the bidder and its client and documentary evidence proving the number of customers. The onus of proving the credential via documentary evidence will fall on the Bidder.	
5	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the	Letter of confirmation from bidder.	

	same group of promoters / management or partnership firms / LLPs having common partners has not participated in the bid process.		
6	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 to provide an undertaking on his 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 / confirmation from bidder.	
8	The bidder/OEM/OSD should have service centres with engineers having experience in proposed solution for providing support at Kolkata.	Self-Undertaking regarding Detailed list of authorised service centres at the said delivery location should be provided.	
9	Bidder should not have been Black-listed by any bank / institution in India. An undertaking to this effect must be submitted in their letter head.	A Self-declaration on the company letterhead stating that any regulator by any financial institution / regulator in India or abroad do not bar the company.	
10	The service provider should ensure that there are: a. No legal proceedings pending or threatened against service provider or which adversely affect / may affect performance under the	Proof of docs to be submitted: Declaration in the letterhead of the service provider's company to that effect duly certified by Statutory Auditor should be submitted.	
RFP REF No. DIT/BPR & BTD/OA/4347/2018-19 Date: 04/02/2019 Page: 61 of 95			

	contract; and b. No inquiries or investigations have been threatened, commenced or pending against the service provider or by any statutory or regulatory or investigative agencies.	
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Note: - 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 and UAT.
- ☐ Training the client on product usage & preparation of training material.
- ☐ Roll-out and go-live.



Functional and Technical Specification

All the solutions sought in technical specification must be provided as end-to-end solution.

Required Minimum Specifications		Compliance (Y/N)
1. Salient Features		
a.	Delivering the information in a secure environment.	
b.	Dedicated content areas for Action and Documents.	
c.	Using intuitive annotation tools.	
d.	Viewing additional content	
e.	Expandable number of layers based on the number of Committees and Sub-Committees of the Board and other Management Committees such as IT Steering, CORM, BLCAC, HLCAC1 & HLCAC2 etc.	
f.	Voting on resolutions	
g.	Streamlining the process of meeting and Board paper creation through: <ul style="list-style-type: none"> i.colour coded, step-by-step dashboard highlighting progress. ii.A Customizable Meeting templates. iii.Drag and drop functionality for agenda items. iv.An ability to email documents directly. v.Enhanced security and customized user access rights. 	
h.	The Solution should have the functionality to upload of PDF scanned documents and its retrieval / view to the committee members on iPad, Laptop, Desktop, MacBook or any other Mobile device like tablets, phone etc.	
2. Security:		
a.	Strong password policies.	

b.	Full data segregation	
c.	Configurable remote and timed delete options	
d.	Offline access to information for a limited number of days.	
e.	Data encryption with all communication with the server over HTTPS.	
f.	Document Rights Management	
g.	Configurable server side IT policy for passwords, lockout, history and expiry	
3. Simplified meeting and Board paper management:		
a.	The ability to adjust the interface to user preferences	
b.	Pre-defined and customizable meeting templates	
c.	A colour coded dashboard-highlighting tasks that require Action/Directions and meetings' status	
d.	An ability to email documents directly	
e.	Instant distribution of Board agenda including last-minute amends	
f.	Create, edit, publish, archive and delete news within Meetings, Resolutions	
g.	A dedicated documents area to manage Meetings/Resolutions/Reading Room documents from one place	
h.	Quick resume button to open last accessed documents	
i.	Control over who gets to see what and when	
j.	Minutes Management including generation of draft minutes based on the agenda.	
k.	Scheduling of meetings	
4. Features that are available to the Meeting organizers		
a.	Define the structures and access rights.	

b.	Upload documents, which are encrypted to ensure the highest security	
c.	Individually control who can email or print the documentation	
d.	Assign actions to documents	
e.	Dashboard for compliance of Action paras/Directions in the prescribed workflow/format	
f.	Digital signature by Secretary of the Board	
g.	Integration of Digital Signature of the Board members for signing of items with their input.	
5. Document Management and offline Module		
a.	Securely view key documents and share them if required	
b.	Mark documents as "favourites" for faster future access	
c.	Annotate content and email it to other colleagues or external contacts (if this feature is enabled)	
d.	Print documents and annotations (if this feature is enabled)	
e.	Quickly find documents through the search function	
f.	Import documents from other apps, (attachments or files from the web)	
g.	Single sign-on for Directors/Members on multiple Boards	
h.	When users are off-line they can view the content synchronized to a device	
6. Intuitive Annotation Tool		
a.	Save annotations across previous document versions	
b.	View a summary of all annotations	
c.	Send annotations and summaries via email or print them, if enabled	
d.	Hide or delete annotations with one touch	
7. Easy Voting Resolutions		
a	Resolutions help directors quickly and confidentially record	

	their vote, online or offline, from any location. They can optionally view the votes and comments of other signatories or use a signing PIN code, if these features have been enabled.	
b	Meeting organizers are also able to control document delivery and the voting process. They can distribute draft versions to selected signatories, indicate when votes are due and collate votes.	
c	Resolutions can also be captured during meetings with the Related Resolutions feature. A resolution can be related to an agenda item allowing quick access from directly within a meeting.	

8. User Management

a.	The solution should enable members of different departmental to conduct central board, subcommittee and department level meetings	
b.	The solution should provide legitimate users should have proper authorisation and authentication mechanism to log into their respective meetings.	
c.	The solution should support standard IT user management control features.	

9. Technology Requirement

a.	The proposed solution must be able to integrate and work seamlessly work on IPAD (IOS), Desktop, Laptop, tab , MacBook, mobile, etc.	
b.	Board e-Meeting shall be preferably based on flexible architecture and should be configurable. The scalability of the system is an important criteria. Further, it would be advantageous if the proposed system is platform independent	
c.	The Business Continuity (BC) and Disaster Recovery (DR) of the system should be compatible with the current DC & DR of the Bank	
d.	Applications should be free from technology vulnerabilities.	
e.	The solution should be able to integrate with DMS (Document	

	Management System).	
f.	The system should support compression while data transmission over internet where network bandwidth is low for seamless experience.	
10. Technical Architecture		
a.	The Board e-Meeting will be hosted at 3 sites including the Test infrastructure site.	
b.	The envisaged Board e-Meeting solution will have a synchronous replication at a remote DR site. In case of disaster, the BeMS application should be accessible from the DR site.	
c.	The Board e-Meeting application should be compliant to all provisions of the Information Technology Act, 2000 (along with amendments as per Information Technology Act, 2008 & subsequent amendments). The Board e-Meeting solution should also comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the Project.	
11. Training for Users and members of Committees and its Sub-Committees:-		
a.	Customer education materials to be provided for training to BMS users.	
b.	Usage multiple channels such as videos, pdf, ppt etc for functional and technical training materials for all the users of BeMS application.	
c.	Maintain, edit and update all training content in sync with changes made in the Board e-Meeting solution throughout the contract period.	
12. Compliance		
a.	Generation of Action Item Report	
b.	Updating of Agenda by the designated or assigned users	
c.	Post Meeting facility for ATR and Compliance tracking	
13. Offline Module		
a.	Facility to run the meeting in offline mode as well	
b.	Capability to access various modules offline and make any notes or changes, which gets synced when application gets online.	

14. User Management

a.	Secretary of different departments providing secretarial service to conduct central board, subcommittee and department level meetings.	
b.	legitimate users should have proper authorisation and authentication mechanism to log into their respective meetings.	
c.	The solution supports standard IT user management control features.	

15. Other

a.	On Premise deployment.	
b.	Text search – Stakeholders search the text/words in the whole or particular section or document.	
c.	Version of Code – Written in latest version of language.	
d.	2-Factor authentication – The solution should have different level of authentication feature for login the application	
e.	SMS – The solution can have a feature of login using OTP	
f.	Biometric control – Biometric based access control to application	
g.	Administrator based permissions – Facility for Admin to decide the user level access for features and files.	
h.	256 bit encryption and secure transmission - Encrypted and secured transmission of data and information	
i.	Audit Trail – Availability of audit trail with audit reports	
j.	When user view the agenda in browser it should be masked user profile name.	
k.	Compatibility with all leading internet browsers and mobile operating systems (like Internet Explorer, Google Chrome & Mozilla etc).	
l.	Supporting 'Captcha' features	

16. Admin Panel

a.	Should have multiple entity support & creation.	
b.	Should be responsive to any size of screen.	
c.	Should be able to create, view, search & modify the forum, users, meeting agenda & entity from admin panel.	
d.	Admin able to create user using AD support & without AD support.	
e.	Admin should be able to see which user access the particular meeting.	

f.	Bulk upload of agenda using multiple select, drag & drop	
g.	Admin able to create forum, meeting, agenda and access right using CSV import & export.	
h.	Admin user able to view forum access right of all users.	
i.	should be seamlessly upload the files of any size from internet & intranet	
17. Exit Strategy		
a.	Migration of Data made independent of proposed application & no loss of data while migrating	
b.	Migration strategy or tool made available with proposed solution	



COMMERCIAL BID
(To be submitted with technical Bid)

Sr. no	Details	Unit Cost (Exclusive Of GST) (X)	GST Amount (Y)	Total Cost (X+Y)
A.	Project Cost including 3 years warranty			
	i. Board e-Meeting Application Software Enterprise wide perpetual License Cost without any limitation			
	ii. Implementation Cost			
	Sub Total(A)			
B	ATS			
	ATS for 4th year			
	ATS for 5th year			
	Sub Total(B)			
	Total Cost of Ownership (TCO) (A+B)			

Note-

1. The calculation for arriving at TCO is properly mentioned in the appropriate columns and we confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same and it will be binding upon bidder.
2. 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.
3. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
4. We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
5. 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.
6. 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.

7. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
8. In case of any discrepancy between figures and words, the amount in words shall prevail.
9. 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.
10. All prices should be quoted in INR only.
11. The price quoted should be inclusive of Cost of deliverables, Enterprise License, installation, customization, configuration, maintenance and support of Solution for Implementation of Board e-Meeting as per Bank's requirement
- 12. The ATS charges per annum should be between 5% to 10% of the cost of software components.**
13. Bank will not pay any labour charges for transportation, Road Permit, installation of software, items separately. All such costs, if any, should be absorbed in the above TCO.
- 14. The prices quoted by the bidder shall be exclusives of all applicable taxes i.e. GST (SGST, CGST & IGST). GST will be paid on actual on production of original invoice**
15. Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice
16. The price quoted should be inclusive of Cost of delivery of software, implementation/commissioning, Maintenance of deliverables as per Bank's requirement.
17. TCO will be calculated excluding GST only.



Place.

AUTHORISED SIGNATORY

Date.

Name:

Designation.

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 Selection of Vendor for Supply, Implementation & Maintenance of Board e-Meeting 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 Vendor for Supply, Implementation & Maintenance of Board e-Meeting 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.50,000 (Rupees Fifty Thousand 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 Fifty thousand 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 50,000/- (Rupees

Fifty Thousand 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 _____ (Name of the vendor Company)**, a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the vendor company) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no.dated..... issued to the Vendor and an Agreement to be made between UCO Bank and the Vendor for a period of In pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a Bank _____ Guarantee _____ for Rs.....(Rupees.....Only). We,..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of [VENDOR] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.
2. We [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending

before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

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

Notwithstanding anything contained herein:

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

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

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

Yours' faithfully,

For and on behalf of

_____ Bank.

Authorised Official.

NOTE:

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

यूको बैंक  UCO BANK

PROFORMA FOR DEED OF INDEMNITY

(To be stamped as per the Stamp Law of the Respective State)

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

IN FAVOUR OF

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

WHEREAS

The Obligor has



- A. Offered to supply, Implement and Maintain Board e-Meeting Solution with the specifications as prescribed in the Agreement / Contract dated _____ with a warranty period of 3 yrs and ATS of 2 yrs. The Supply, Implementation and Maintenance of Board e-Meeting Solution by the obligor is herein after referred to as "**Supply**".
- B. Agreed to install and provide comprehensive maintenance for the Equipments, material used and workmanship by them in terms of the Agreement / Contract dated _____ and respective Purchase Order issued during the warranty period and during the post warranty period if required at the discretion of UCO BANK. (The installation and maintenance are herein after collectively referred to as "**Service/s**").
- C. Represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for Supply and implementation of Board e-Meeting Solution and provide other Service/s to UCO BANK.
- D. Represented and warranted that the aforesaid supply/services offered to UCO BANK do not violate any provisions of the applicable laws, regulations

or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of UCO BANK.

E. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract/ Agreement with UCO BANK.

2. One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favour of UCO BANK indemnifying the latter against any claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to UCO BANK as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.

3. In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of UCO BANK as hereinafter appearing;



NOW THIS DEED WITNESSETH AS UNDER: -

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

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

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

exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

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

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

Signed and Delivered on behalf of (_____)

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



Annexure-X

Performa of letter to be given by all the Bidder participating in the UCO Bank RFP for Selection of Vendor for Supply, Implementation & Maintenance of Board e-Meeting Solution on their official letterheads.

To,

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

Sir,

Reg.: Your RFP for "Selection of Vendor for Supply, Implementation & Maintenance of Board e-Meeting Solution" RFP Ref No. DIT/BPR & BTD/OA/4347/2018-19 Date: 04/02/2019

We submit our Bid Document herewith.

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

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

Yours faithfully

For.....

(Signature and seal of authorized person)

Place:

Date:

Performa of letter to be given by all the Bidder participating in the UCO Bank RFP for Selection of Vendor for Supply, Implementation & Maintenance of Board e-Meeting Solution on their official letterheads.

To

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

Sir,

Sub: Selection of Vendor for Supply, Implementation & Maintenance of Board e-Meeting Solution.

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

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

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

Yours faithfully,

Authorised Signatory
Designation
Bidder's corporate name

Performa of letter to be given by all the Bidder participating in the UCO Bank RFP for Selection of Vendor for Supply, Implementation & Maintenance of Board e-Meeting Solution on their official letter-head.

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**

Sir,

Sub: Selection of Vendor for Supply, Implementation & Maintenance of Board e-Meeting Solution.

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

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

Yours faithfully,

Authorised Signatory
Designation
Bidder's corporate name

Application Integrity Statement

(To be submitted in the Company Letter Head with Technical Bid)

We undertake, that application supplied for Supply, Implementation & Maintenance of Board e-Meeting Solution and other applications provided to Bank as per the scope of this RFP is free of malware, free of any obvious bugs, and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done).

Authorized signatory

Name:

Designation:

Place:

Date:



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)

_____ यूको बैंक  UCO BANK

In the capacity of

Duly authorized to sign bids for and on behalf of:

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

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

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:

Ref: RFP for Selection of Vendor for "Supply, Implementation & Maintenance of Board e-Meeting Solution" (RFP Ref No. DIT/BPR & BTB/OA/4347/2018-19 Date: 04/02/2019)

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

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

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

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

Yours faithfully,

Authorised Signatory

Designation

Bidder's corporate name

Place:

Date:

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

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

Dear Sir(s),

Sub: Selection of Vendor for Supply, Implementation & Maintenance of Board e-Meeting Solution, RFP Ref No. DIT/BPR & BTB/OA/4347/2018-19 Date: 04/02/2019

- a. We M/s _____, the undersigned hereby confirm that we have read and understood the eligibility criteria and fulfil the same.
- b. We further confirm that all the information as per requirement of the Bank have been included in our bid.
- c. Further we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- d. We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- e. We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.
- f. (Deviation to the above if any, the Bidder must provide details of such action(s)
 - 1.
 - 2.

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

PRE CONTRACT INTEGRITY PACT

(To be stamped as per the Stamp Law of the Respective State)

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

And

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

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

3. Preamble

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

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

4. Commitments of the Buyer

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

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

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

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

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

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

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

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

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

5.4 Agents / Agency Commission

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

6. Previous Transgression

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

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

7. Company Code of Conduct

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

program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

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

- (i)** To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
- (ii)** To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
- (iii)** To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
- (iv)** To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

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

9. Compensation for Damages

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

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

10. Price Fall Clause

The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU/PSBs during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then

that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

11. Independent External Monitor(s)

- 11.1** The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).
- 11.2** As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.
- 11.3** The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.
- 11.4** If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.
- 11.5** If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.
- 11.6** The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.
- 11.7** The word "Monitor" would include both singular and plural.

12. Law and Place of Jurisdiction

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

13. Other Legal Actions

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

14. Integrity Pact Duration.

- 14.1** This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- 14.2** If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank .
- 14.3** Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

15 Other Provisions

- 15.1** Changes and supplements need to be made in writing. Side agreements have not been made.
- 15.2** The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.
- 15.3** In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.
- 15.4** Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.
- 16.** This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.
- 17.** In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
- 18.** The Parties here by sign this Integrity Pact at _____ on _____ (Seller/Bidder) and at _____ on _____ (Buyer)

BUYER



BIDDER /SELLER

Signature:
Authorized Signatory
UCO Bank
Department of IT

Signature:
Authorized Signatory

Place:
Date:

Witness:

(Name & Address)

Witness:

(Name & Address)

RFP Reference No.: DIT/BPR & BTDOA/4347/2018-19 dated:04/02/2019

Format of Pre-Bid Queries to be submitted by the Bidder(s)

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

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



Place:

Date:

Signature of Bidder: _____

Name: _____

Business Address: _____

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

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

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

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

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

Dated this _____ day of _____, 20 _____ .

Place:

For M/s.

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