

Request for Proposal (RFP)
For
Selection of SWIFT Vendor for providing all SWIFT
related services to the Bank (Re-tendering)



Head Office-2
Department of Information Technology
5th Floor, 3 & 4 DD Block, Sector -1
Salt Lake, Kolkata-700 064

RFP REF NO: DIT/BPR & BTD/OA/1869/2017-18 dated 28/08/2017

Cost of the RFP document:- Rs. 10,000/- (Rupees Ten Thousand only)

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

This document is prepared by UCO Bank for Selection of SWIFT Vendor for providing all SWIFT related services to the Bank. It should not be reused or copied or used either partially or fully in any form.

Disclaimer

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

UCO BANK

OBJECTIVES

SWIFT is an International messaging platform, which is being provided by Society for Worldwide interbank Financial Telecommunication (SWIFT) to financial institutions & corporates worldwide for sending and receiving financial /non-financial messages related to International Transactions. The majority of international interbank messages use the SWIFT platform.

SWIFT system is operational in our Bank since 26.06.1989. Our Bank is having centralised SWIFT environment with the primary site at Treasury Branch, Mumbai and the Disaster Recovery Site at DIT, Kolkata. SWIFT Disaster Recovery Site at Kolkata is functioning since. The Bank is having 65 'B' category branches across country and 1 'A' category branch at Mumbai, who deal with SWIFT system.

Currently, the bank is using SWIFT Alliance 7.1.20 as SWIFT solution and Finacle 7.0.25 as CBS Solution.

The bank wishes to select a vendor to maintain its SWIFT system including SWIFT DC, DR and replication between DC & DR as well as to implement STP/integration between SWIFT & Finacle.

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PART –I (General Details)**1. Invitation for tender Bids**

UCO Bank invites sealed tenders from experienced Vendors for providing all SWIFT related services to the Bank with proven capability.

The Bid details are given below:

Bid Control Sheet	
Tender Reference	DIT/BPR & BTD/OA/1869/2017-18 dated 28/08/2017
Cost of Tender documents	Rs.10,000/- (Ten Thousand Only)
Date of issue of RFP	28/08/2017
Earnest Money Deposit (EMD)	Rs.10,00,000/- (Ten Lacs only)
Date of commencement of sale of tender document	28/08/2017
Last date for submitting queries for the Pre-bid Meeting	05/09/2017
Pre-Bid meeting /Venue	06/09/2017 at 11:00 AM at Head Office-2 Department of Information Technology 5 th Floor, Conference Room, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064
Last Date and Time for receipts of tender bids	21/09/2017 at 3:00 PM
Opening of technical bids	21/09/2017 at 3:30 PM
Opening of Price Bid	Will be informed subsequently to technically qualified bidders.
Address of Communication	Head Office-2 Department of Information Technology 5 th Floor, 3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064
Email address	hodit.calcutta@ucobank.co.in
Contact Telephone/Fax	Tel : 033 4455 9745/9775

Numbers	Fax : 03344559063
Contact Person	Mr. Ashutosh Mallik Chief Manager (IT)
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.

The bid documents should be strictly as per terms and conditions mentioned in this RFP.

2. Submission of Bids: Three bid System

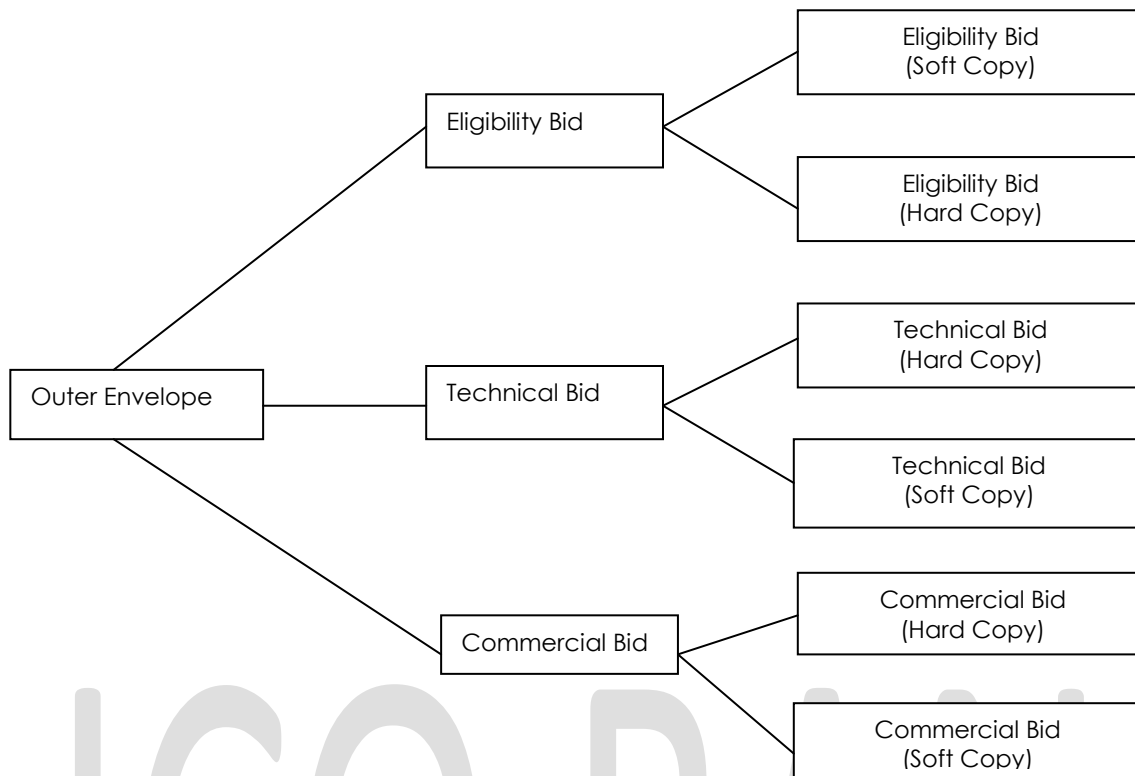
Separate Eligibility, Technical and Commercial Bids along with the soft copies duly sealed and super scribed as "Selection of SWIFT Vendor for providing all SWIFT related services to the Bank (Re-tendering) (Eligibility Bid)", " Selection of SWIFT Vendor for providing all SWIFT related services to the Bank (Re-tendering) (Technical Bid)" and "Selection of SWIFT Vendor for providing all SWIFT related services to the Bank (Re-tendering) (Commercial Bid)" respectively should be put in a single sealed outer cover duly sealed and super-scribed as "Selection of SWIFT Vendor for providing all SWIFT related services to the Bank (Re-tendering)" 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
- Offer Reference
- Type of Offer (Eligibility or Technical or Commercial)

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



The Commercial Offer (Hard Copy) should contain all relevant price information and should not contradict the Eligibility and Technical Offers in any manner.

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

Note:

- i. If the outer cover / envelop are not sealed & super scribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.
- ii. If any inner cover / envelop of a bid is found to contain both Eligibility/ Technical & Commercial Bids together then that bid will be rejected summarily.
- iii. If any outer envelope is found to contain only the eligibility bid or technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- iv. If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
- v. 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.
- vi. The Bank reserves the right to modify any terms, conditions or specifications for

submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders.

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

3. **Period of Validity of Bid**

Bid shall remain valid for 180 (One Hundred eighty) days after the date of bid opening prescribed by UCO BANK. UCO BANK holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period. The price should be valid for 180 days from date of opening of commercial bid.

4. **Contract Period**

The selected bidder needs to execute a **Service Level Agreement (SLA)** as per Format to be supplied by the Bank covering inter alia the terms and conditions of this RFP. SLA will cover performance and availability of the resources deployed.

The contract period will be initially for a period of 5 years effective from the date of execution of the SLA unless terminated earlier by the Bank by serving 30 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of 5 (Five) years, the contract may be extended/renewed for such further period as would be decided by the Bank on the same terms and conditions as mentioned herein.

The performance of the selected bidder shall be reviewed every quarter to ascertain vendor's capability during the period and the Bank reserves the right to terminate the contract at its sole discretion by giving 30 days' notice without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection.

5. **Cost of tender Documents**

A complete set of tender document should be downloaded from the Bank's official website <https://www.ucobank.com>. The bidder downloading the tender document from the website is required to submit a non-refundable fee, for an amount as mentioned in the Bid Control Sheet in the form of Demand Draft or Banker's Cheque in

favour of UCO BANK, payable at Kolkata, at the time of eligibility bid and technical bid submission, failing which the bid of the concerned bidder will be rejected.

Head Office-2 Department of Information Technology 5 th Floor,3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700064	Phone no: 03344559775/9745 Fax no: 033-44559063 E-Mail: hodit.calcutta@ucobank.co.in
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During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria, his bid document is liable to be rejected. Also, if it is found that the bidder has submitted false / incorrect information the bid will be rejected summarily and the Earnest Money Deposit will be forfeited by The Bank.

At the time of eligibility and technical bid submission, if the bidder is found not submitting the tender fee of the above-mentioned amount and in the aforesaid format, the bid will be rejected.

The Bank details for Tender fee are as below:

- ✓ Account Number-18700210000755
- ✓ Account Name- M/S H.O. DIT
- ✓ Branch- DD Block, Salt Lake branch
- ✓ IFSC- UCBA0001870
- ✓ MICR-700028138

6. Earnest Money Deposit

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee issued by a scheduled commercial Bank (other than UCO Bank) valid for a period of 180 days from the date of opening of bid together with a claim period of 30 days in favour of UCO Bank payable at Kolkata for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
Selection of SWIFT Vendor for providing all SWIFT related services to the Bank (Re-tendering)	Rs. 10,00,000/-

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

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

- a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. In case of the successful bidder, if the bidder fails:
 - To sign the contract in the form and manner to the satisfaction of UCO BANK
 - To furnish performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK either at the time of or before the execution of Service Level Agreement (SLA).

Note: exemption from submission of EMD shall be given to bidders, who are Micro, Small and 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 necessarily enclose a valid copy of registration certificate issued by NSIC which are valid on last date of submission of the tender documents. MSME firms which are in the process of obtaining NSIC certificate will not be considered for EMD exemption.

As per Govt. of India guidelines, there is a special provision for Micro and Small Enterprises owned by Schedule Castes and Schedule Tribes. Out of 20% target of annual procurement from Micro and Small Enterprises, a sub-target of 20% (i.e. 4% out of above 20%) shall be embarked for procurement from Micro and Small Enterprises owned by Schedule Castes and Schedule Tribe entrepreneurs. Provided that, in the event of failure of such Micro and Small Enterprises to participate in the tender process or meet tender requirements and L1 price, 4% sub-target for procurement embarked for procurement from Micro and Small Enterprises owned by Schedule Caste and Schedule Tribe entrepreneurs shall be met from other Micro and Small Entrepreneurs.

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

Further, participating Micro and Small Enterprises bidders quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement if they agree to bring down their price to L1 price in a situation where L1 price is from some other firm other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately.

7. Pre Bid meeting

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bank intends to hold a pre bid meeting on the date & time as indicated in the Bid Control Sheet above. The queries for the Pre-bid Meeting should be reached by email as mentioned in Bid Control Sheet mentioned above. It may be noted that no query of any bidder shall be entertained / received after the above mentioned date. Queries raised by the prospective bidders and the Bank's response will be available at Bank's web site.

Only authorised representative of bidder will be allowed to attend the Pre-bid meeting.

The format of pre-bid query submission is mentioned in Annexure-"VIII".

8. Performance Bank Guarantee

The successful bidder shall be required to provide a Bank Guarantee for 10% of the total project cost issued by any scheduled commercial bank (other than UCO Bank) valid for the tenure of **5 years plus a claim period of 3 (three) months** from the date of execution of the SLA, indemnifying any loss to the Bank. The bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level Agreement (SLA). Bank reserves the right to invoke the BG for any non-compliance of the terms & conditions of this RFP or the SLA to be executed between the selected bidder and the Bank at any point of time without prejudice to its other rights and remedies available under the Contract and/or the Law (s) for the time being in force. In case the contract period is extended by the Bank, the selected bidder shall be responsible to extend the validity period and claim period of the Performance Bank Guarantee.

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

9. Liquidated Damage

Notwithstanding Bank's right to cancel the order, liquidated damages for late delivery of solution at 1%(One percent) of the order value per week will be charged for every Weeks's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value. BANK reserves its right to recover these amounts by any

mode such as adjusting from any payments to be made by BANK to the vendor. Liquidated damages will be calculated as per week basis.

10. **Price**

- a. The Price Bid must include all applicable taxes.
- b. The bidder shall keep the price valid for a period of **180 days** from the date of commercial bid. 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 bidder.
- c. Prices quoted by the Bidder shall be in Indian Rupees and not subject to any price escalation, if the order is placed within the validity period.

11. **Payment Terms**

Terms of Payment will be as under:

- a. No advance payment will be made.
- b. 50% of the License and Implementation fees will be paid after UAT sign off between bank and the vendor against submission of invoice.
- c. 50% of the License and Implementation fees will be paid after 3 months of going live and on submission of invoice.
- d. The invoices should be raised only for the amount payable as per the above payment terms.
- e. AMC/ATS payment will made quarterly in arrears.

12. **Paying Authority**

The payments as per the Payment Schedule covered hereinabove shall be paid by Head office, DIT.

13. **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. Bidders 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 Bidders 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 rights that may subsist in the submission or Banking documents.

14. Period of Validity of Bid

Bid shall remain valid for 180 (One Hundred eighty) days after the date of bid opening prescribed by UCO BANK. UCO BANK holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period. The price should be valid for 180 days from date of opening of commercial bid.

15. Modification and Withdrawal of Bids

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

16. For Recipient Only

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

17. Costs Borne by Bidder

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 / Bidder.

18. Rejection of the Bid

The Bid is liable to be rejected if:

- a. The document does not bear signature of authorized person on each page signed and duly stamp.
- b. It is received through Telegram/Fax/E-mail.
- c. It is received after expiry of the due date and time stipulated for Bid submission.
- d. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- e. Bidder should comply with all the points mentioned in the RFP. Noncompliance of any point will lead to rejection of the bid.
- f. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

19. Normalization of bids

Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that 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; Bank may at its discretion ask all the technically Shortlisted Bidders to resubmit the technical and commercial bids once again for scrutiny. The re-submissions can be requested by Bank in the following two manners:

- Incremental bid submissions in part of the requested clarifications by Bank
- Revised submissions of the entire bid in the whole

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

20. Indemnity:

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

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

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

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

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

21. Order Cancellation (Termination)

UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 30(thirty) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -

- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
- b) The selected bidder goes into liquidation, voluntarily or otherwise.
- c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- f) Deductions on account of liquidated damages exceed more than 10% of the total work order.
- g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.

h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.

UCO BANK reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

22. Consequences of termination

In the event of termination of the Contract due to any reason, whatsoever, [whether consequent to the expiry of stipulated term of the Contract or otherwise], UCO BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all steps to minimize loss resulting from the termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract and the Contract is not further extended by UCO BANK, the Vendor herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as UCO BANK may specify including training, where the successor(s) is a representative/personnel of UCO BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of UCO BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Letter of Indemnity and pursue such other rights and/or remedies that may be available to UCO BANK under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

23. Force Majeure

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

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

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

24. Confidentiality

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

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

- To treat all Information as Confidential Information. However, the following information may be treated as non -confidential:-- (a) available to the public other than by breach by recipient; (b) rightfully received by recipient from a third party without confidentiality limitations; (c) independently developed by recipient; (d) known to recipient prior to first receipt of same from discloser.
- Conflict of interest: The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- License to Proprietary Software: Bidder's or the third party's (as applicable) standard licensing terms and conditions will be applicable provided the same complies with RFP clauses. In case of any discrepancy, RFP clause will prevail.
- Limitation of Liability: Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for
 - a. IP Infringement indemnity.
 - b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP.
 - c. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

25. Dispute resolution mechanism.

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

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

In case the dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved by

arbitration and such dispute/difference shall be submitted by either party for arbitration within 15 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 30 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

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

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

26. Other Terms and Conditions of the RFP

- 1.1. Signing of the bid: The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.
- 1.2. Cost of preparation and submission of bid document: The bidder shall bear all costs for the preparation and submission of the bid. UCO BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

- 1.3. ERASURES OR ALTERATIONS: The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- 1.4. Language of Bid: The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.
- 1.5. Non-Disclosure Agreement: The selected vendor is required to sign a Non-Disclosure Agreement with UCO Bank and the format of the Non-Disclosure Agreement will be provided by the Bank later.
- 1.6. Price Freezing: The price finalized shall remain valid during the period of the Contract.
- 1.7. Preliminary Scrutiny: UCO BANK will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.
- 1.8. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part. In all the aforesaid matters, Bank's decision is final and conclusive.
- 1.9. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement without assigning any reason, whatsoever and without any cost or compensation therefor.
- 1.10. Clarification of Offers: To assist in the scrutiny, evaluation and comparison of offers/bids, UCO BANK may, at its sole discretion, ask some or all bidders for

clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder.

- 1.11. Audit by Third Party: Bank at its discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank.
2. Governing Laws & Jurisdiction of the Court: The provisions of this RFP and the Service Level Agreement to be executed shall be governed by the laws of India for the time being in force and the Rules made thereunder from time to time and all the dispute(s) or difference(s) arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts at KOLKATA.
- 2.1. Publicity: Any publicity by the bidder in which the name of UCO Bank is to be used should be done only with the explicit written permission of UCO Bank. The Vendor shall not make or allow making a public announcement or media release about any aspect of the Contract unless UCO BANK first gives the Vendor its prior written consent.
- 2.2. Non-Transferable Offer: This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.
- 2.3. Address of Communication: Offers/bid should be addressed to the address given in Bid Details-control sheet table in this RFP.
- 2.4. CONFIDENTIALITY OF THE BID DOCUMENT: The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.
- 2.5. If an agent bid on behalf of the Principal, the same agent shall not submit a bid on behalf of another Principal in the same tender for this project."
- 2.6. Cancellation of tender process: Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason and without any cost or compensation therefor.
- 2.7. Modification of Order : Bank reserves its rights to modify (i.e., addition and reduction) the Purchase/Work Order as per its requirement and the payment for such addition /reduction would be determined on pro rata basis or on mutual consent of the parties.

- 2.8. Response of the Bid: The Bidder should comply all the terms and conditions of RFP.
- 2.9. Bidder is required to comply with and adhere to all Laws, Rules, Regulations, Bye-Laws, Guidelines and Notifications etc. Any license, if required for providing the services, needs to be secured by the bidder. The bidder is solely responsible for any legal obligation related to this.
- 2.10. The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to acts of misconduct/ breach of confidentiality etc.
- 2.11. Price Discussion: It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 2.12. Non-Assignment: Neither the subject matter of the contract nor any right arising out of the contract shall be transferred, assigned or delegated to any third party by Vendor without prior written consent of the Bank.
- 2.13. The services to be availed from the selected bidder are on a principal to principal basis and do not create any employer- employee relationship. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Vendor, for any assignment under the purchase contract to be issued for this RFP. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Vendor shall be paid by Vendor alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Vendor's employee, agents, contractors, and subcontractors, etc. The Vendor shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc. However, the Vendor would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.
- 2.14. The Vendor is responsible for managing the activities of its personnel. The Vendor shall be vicariously liable for any acts, deeds or things done by their employees, which are outside the scope of power vested or instructions issued by the Bank.
- 2.15. UCO BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. UCO BANK has the right to re-issue tender/bid. UCO BANK reserves the right to make any changes in the terms

and conditions of purchase that will be informed to all bidders. UCO BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

- 2.16. Merger & Acquisition: in case the company of the selected bidder merges or amalgamates with any other company, the said contract will stand still in case of either party.
- 2.17. Single Point Of Contact: The selected bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP. No subcontract is allowed for any of the services.

UCO BANK

Part –II

1. Eligibility Criteria for the bidder

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

Sl. No.	Criteria	(Proof of documents required / must be submitted)
1	The Bidder should be a company (Pvt. /Public) registered under the Companies Act, 1956 since the last three years and should not be a subsidiary of a foreign company.	Certificate of incorporation & commencement of Business (whichever applicable) should be submitted.
2	The Bidder should have minimum annual turnover of Rs. 5 Crores during the last three financial years (2014-15, 2015-16 and 2016-17). If audited Balance Sheet for 2016-17 is not ready, a certificate for Balance Sheet from Chartered Account to be submitted.	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three years should be submitted.
3	The Bidder should be a profit (profit after tax) making company in any two of the last three financial years (2014-2015, 2015-2016 and 2016-17). If audited Balance Sheet for 2016-17 is not ready, a certificate for Balance Sheet from Chartered Account to be submitted.	Copy of the audited balance sheet of the company showing profit after tax of the company for the consecutive last three years should be submitted.
4	The Bidder or its partner should have SWIFT certified service bureau.	Copy of certification from M/s SWIFT
5.	The Bidder should have experience in maintaining/providing SWIFT related support to at least one scheduled commercial bank in India.	Copy of purchase order or reference letter of the organization evidencing the experience required as per clause, along with certificate of satisfactory service from the bank.
6.	The bidder or its partner should have implemented integration between SWIFT Alliance Access and Finacle	Copy of purchase order or reference letter of the organization evidencing the experience required as per clause,

	(version: 7.0.25/higher version) for both inward and outward messages in any Scheduled commercial bank in India.	along with successful implementation certificate.
7.	<p>The bidder or its partner should have support centre in at least one location out of Mumbai/Kolkata/Bangalore for providing support at Bank's location at Mumbai/Kolkata/Bangalore. If not present at all locations, then physical/ Remote support should be provided from one location.</p> <p>All support to be provided by well experienced personnel only who have experience of providing SWIFT related support/integration in similar Banks.</p>	Detailed list of authorized service centers at the said delivery locations should be provided.
8.	The Bidder should not have been black-listed by any bank / institution in India.	Self-declaration to that effect on the company letter head should be submitted as per the format provided in Annexure-IX.
9.	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.	An undertaking on the letterhead of the company has to be submitted as per the format given in Annexure-X.

Note: - In this tender process, either authorized representative / distributor in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product.

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. The Bidder needs to comply with all the eligibility criteria mentioned above. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation. Any credential detail not accompanied by relevant proof documents from the clients will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide. Any assumptions made by the Bidder's in response of this RFP will be their own risk and cost. The bank will not be liable for any such assumptions / representations made by the Bidder's. The bank's decision will be final.

LIST OF DOCUMENTS FOR ELIGIBILITY PROOF

- A hard copy of the credential letters from clients neatly bound and labeled.
- Scanned copy of the credential letters from clients neatly bound and labeled.
- Provide details of organization along with all the key contacts including their work phone, Cell phone, work address and e-mail details.
- Provide certificate of incorporation
- Provide audited annual statement of accounts for the last 3 financial years i.e. 2013-14, 2014-15 and 2015-16 in support of the following:
 - Turnover and profit from products / services
 - Locations in which the company has offices.
 - Total number of employees and employees in India.
- Provide the necessary documentation in support for the Bidder of the following:
 - Corporate structure, founder, and related history of the company
 - Ownership structure
 - Number of years in this business and relevant business lines
- Credentials describing the bidding company's experience in providing the services, relevant to this request, as follows:
 - Name of the company / Bank
 - Year from which services being provided
 - Key client references which providing details such as name, address, e-mail address, phone no., fax no. and mobile no.

The bank reserves the right to disqualify bidders that do not submit sufficient proof of credentials in order to meet the specified eligibility criteria.

Part –III

1. Scope of Work/Requirements

The Bank intends to select its vendor for SWIFT. The Selected vendor is required to deliver the following services:--

- a. Maintenance of SWIFT Alliance Access application including patch updation and upgradation in UAT, Production & DR environments.
- b. Maintenance of SWIFT DC, DR & UAT environments including Application/ Operating System/Database patch updation and upgradation.
- c. Customization in finacle for any patches released by SWIFT alliance without any additional cost.
- d. Integration with Security Operation Centre (SOC) and support for maintenance.
- e. Installation /Re-installation of SWIFT Alliance Access/ other applications/ Software on existing/new machines/servers
- f. First Level of support from Offsite (phone / email)
- g. Onsite visits by Engineer for issue resolution
- h. Telephonic Support
- i. Preventive Maintenance and Solution Health Checks
- j. Security aspects of the whole project is to be considered and taken care properly
- k. Providing support in the integration of KYC/AML with the proposed SWIFT solution
- l. Providing support in the integration of SWIFT Sanction Screening with the proposed SWIFT solution to ensure an end to end secure system for the bank.
- m. There should be an implementation of the maker-checker concept.
- n. Help Desk Support
- o. Trouble shooting and issues management
- p. Ensuring Data replication between SWIFT DC & DR environments.
- q. Maintenance of existing SWIFT Replication tool or supply and maintenance of alternate/new replication tool to be supplied by the bidder
- r. Maintenance of existing SWIFT Data Archival & Retrieval (DAR) Replication tool or supply and maintenance of alternate/new DAR tool to be supplied by the bidder
- s. Providing access of SWIFT service bureau for DR site.
- t. Application/Updation of SWIFT related patches to UAT, Production & DR environments.
- u. Implementation of Integration/STP between Finacle 7.0.25 and SWIFT Alliance for both incoming & outgoing SWIFT messages and also for higher Finacle and SWIFT Alliance versions. At present the MT 100 to 900 types are mandatory while MT 300 and 800 can be made optional for future requirement.

* The integration between Finacle and SAA, the single sign on should be provided to branches where outward SWIFT transaction will be created from Finacle or SWIFT access, while for inward SWIFT, the Branch should be able to process the same automatically in Finacle and do the auto transaction in Finacle.

- v. Carrying out Customizations in Finacle for Straight through Processing between Finacle & SWIFT Alliance. All end to end customization between Finacle, any middleware & SWIFT all access to be completed by vendor.
- w. Implementation of Two Factor Authentication/Single Sign on (SSO) between Finacle and SWIFT. For single sign on, the Treasury branch and other Head office dept should be allowed the SWIFT access for daily operations, monitoring and Admin purpose. At present Bank is using only 7.0.25 version the bidder will carry out integration with Finacle 7.0.25 and to higher Finacle versions, if the bank decides to upgrade. The bidder will be responsible for coordinating with Finacle OEM vendor M/s Infosys / M/s Edgeverve and any other OEM, if any and for ensuring compatibilities with each other.

Two Factor Authentication is Mandatory. Bank is proposing that SSO should be from Finacle. i.e., from Finacle, a menu/command will be invoked, which will call the proposed SWIFT solution/middleware for creation/modification/verification of messages by users. SSO is desirable if Finacle is integrated with SWIFT Alliance access directly, but it is mandatory if any middleware is proposed.

- x. Facility to provide necessary enquiry screens and reports as per our requirement. All the existing SWIFT reports have to be provided. Further, for any other reports/adhoc data, the treasury operational team will provide the requirements. All current/future regulatory /statutory reports to be provided free of cost. All the existing SAA reports should be present in new solution while any of the regulatory/statutory reports required at later stage should be provided free of cost.
- y. The Solution being proposed, if any should support all types of SWIFT messages as defined in SWIFT standard by M/s SWIFT.
- z. The solution is initially for existing 'B' category & 'A' category branches. However, it should be scalable enough to support any further branches in future.
- aa. Future releases/patches for statutory /regulatory changes as required under the directives of Government of India, Reserve Bank of India, any other regulatory/statutory body should be free of cost.
- bb. All future releases/patches/version (including version 7.2 of SWIFT & higher) implementation including migration as required under the directives of M/s SWIFT

should be free of cost. All compatibilities between Finacle version, SAA & SWIFT middleware or any other S/W to be ensured & completed by vendor.

- cc. Providing Training to Bank's officials on Administration of SWIFT services, servers etc.
- dd. Facilitating the bank in taking daily backup operations and in recovery/ restoration operations whenever required.
- ee. Providing support during planned/unplanned DR drills & actual disaster situation including carrying out the complete Switch over activity to DR site, starting business operations from DR site, resolving the issues at Primary site and subsequent roll back to Primary site after disaster is controlled.
- ff. Providing support during IS Audit/ Inspection/Assessment of SWIFT system by IS Auditor/RBI/Bank or any other body and supporting in compliance of Auditor's recommendations.
- gg. Impact analysis of changes recommended by IS Auditor/RBI/M/s SWIFT or any other regulatory/statutory body.
- hh. Ensuring that the Security architecture being deployed complies with SWIFT standard and best practices.
- ii. Implementation/Compliance of SWIFT guidelines /recommendations during contract period.
- jj. Integration with Security Operations Centre (SOC): The bidder will coordinate with Bank's SOC vendor and will provide support in integration of SWIFT with different modules of SOC like SIEM, DAM, PIM etc.
- kk. Supporting & guiding the bank in compliance of "SWIFT CUSTOMER SECURITY CONTROLS FRAMEWORK" or any further framework /guidelines as advised by SWIFT.
- ll. Providing Training to end users for operation of SWIFT system in three batches of twenty each after going live at our Training College for three days.
- mm. For RBI audit compliance regarding SWIFT reconciliation, it is required to make automation for tallying the SWIFT Nostro statement and SWIFT messages from data base on daily basis. The reconciliation system with alerts should be provided by the vendor to prevent any frauds and cyber threats.
- nn. The SWIFT System being implemented should be scalable enough to cater to SWIFT requirements of Overseas centres & RRB branches. Scope and prices will be negotiated later on CR Basis.
 - a. **SWIFT Implementation for Overseas Centres (Singapore & Hongkong) including Finacle, AML, Sanctioning Screening Integration.**
 - b. **SWIFT Implementation for Regional Rural Banks including Finacle, AML, Sanctioning Screening Integration.**

oo. Bank may ask for integration of STP of SWIFT item, MT 300 & 800 series message with Finacle. Scope and prices will be negotiated later on CR Basis.

➤ Providing Training to Treasury users for operation of SWIFT system in one batch of 15 officers after going live at our Treasury branch, Mumbai.

(i) Providing Training to our IT Team of around 10 officers and should cover System administration :--

- i. Application Management
- ii. Services Management
- iii. Backup and Recovery operations
- iv. Replication and Synchronization between DC & DR sites
- v. Patch Application/Updation
- vi. Monitoring of DC & DR site
- vii. Day end/Day begin Process, if any
- viii. Troubleshooting of issues.

2. Schedule of Implementation

The delivery and implementation of the Solution should start immediately from the date of Purchase Order and all the features of the Solution including integration with Finacle will be implemented by the vendor as per the scope of work within one month from the date of delivery of the software. The vendor shall submit detailed project implementation plan within one day of Purchase Order.

Service Level Matrix

3. Performance Matrix

The Response time is the time lag between a user request and complete response from the database appearing on the screen.

Type of infrastructure	Measurement	Expected service level	Remarks
System Response Time	Average response time shall be within or equal to 3 second	99.9%	
Disaster Recovery Site Accessibility	RTO : 60 Minutes RPO : Nil	100%	

Down time for servicing	Each planned down-time for application, database and operating system servicing (up-gradation, bug fixing, patch uploads, regular maintenance etc.) will not be more than 4 hours. This activity will not be carried out during business hours.	98%	Non-availability due to expected service level not being met to be clubbed with down time for Hardware, Software and interface
Resolution of issues reported by bank	Issues reported by the bank must be responded and resolved within the timelines defined in this document as per the severity level of the issue.	99%	

4. Severity Codes / Response Time:

In order to identify the type of the problem and the resource expertise, the reported incident will be attached a severity codes as per following table:

Severity Code	Problem Description
Severity 1 (typically blocking cases)	<ul style="list-style-type: none"> o The service of SWIFT is entirely unusable (outside planned downtimes) because of malfunction or corruption of SWIFT supplied software's. o The Customer is completely out of service and is therefore unable to do any productive work, or cannot login. o Even if the system is partially usable but the system cannot transmit outgoing messages or cannot receive incoming messages. o A disaster has happened & system is not available to user.
Severity 2	<ul style="list-style-type: none"> o The Customer can operate on the SWIFT Product/s, but some essential functionalities of the System are not available or working in accordance with design of the features. o Some level of work can be performed but not at the normal levels of required productivity, but it is not a show-stopper.
Severity 3	<ul style="list-style-type: none"> o The Bank users experience a problem that does not seriously affect the productivity of work. o A workaround\ temporary fix needs to be provided.

Severity 4	<ul style="list-style-type: none"> There is no significant impact to the Bank. This may be a question, suggestion or expression of feedback, minor performance issues, minor malfunctions or menu operations.
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5. **Objective Response and Resolution Times:**

The response time to resolve the problem will be based on the best endeavour basis as per the severity code assignment criteria.

The standard response time has been mentioned under the following table :

Severity Code	Response time	Target Resolution Time	Updates
Severity 1	Upto Thirty minutes	Within 4 hours from response time	Every one Hour
Severity 2	Upto Ninety minutes	Within 6 hours from response time, if	Every two Hours
Severity 3	Within one business day	Within 3 days from response time, if applicable	As required until a problem resolution and related resolutions have been agreed
Severity 4	Within one business day	Within 5 days from response time, if applicable	To be agreed between Vendor and Customer

6. **Penalty Charges**

- The Vendor shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- Bank may recover such amount of penalty from any payment being released to the vendor, irrespective of the fact whether such payment is relating to this contract or otherwise.
- The Bank shall implement all penalty clauses after giving due notice to the vendor.
- If the vendor fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty/Liquidated Damage for non-performance.

Penalty Calculations

Vendor will provide the solution as per the service levels specified in this Annexure. In case these service levels cannot be achieved or the inability of the proposed solution to meet the scope of work as defined in the tender document and the related addendums, any delay to deliver the required functionality at service levels defined in this document shall result in a breach of contract and invoke the penalty clause.

Sample penalty calculation is depicted below:

Penalty Computation (Performance)

Penalty = (Difference between Expected Service Level – Achieved Service Level) multiplied by (TCO for 5 Years/5)

Maximum Penalty

Vendor's aggregate penalty for under availability/under performance as specified in this document shall not in any case exceed 5% of the TCO for 5 years.

7. Problem Flow/Resolving Process

The reporting of a problem to the Vendor Help Desk or Vendor persons on call will immediately initiate the Problem Flow process. All Severity 1, 2, 3 and 4 problems will be reported by Bank through email or phone or phone followed by email or some incident management tool to be provided by the vendor.

The problem management process will consist of logging the problem and based on the severity of the problem initiating the problem resolution process required to meet the resolution target time frame. The objective is to have back up and work around procedures in place to ensure that the problem resolution targets can be achieved.

8. Reporting Process (on a monthly basis):

The vendor will submit monthly report to the bank on the issues reported by the bank and the action taken by them. The report will include the following information:

- i. Problem Reference Number
- ii. Complete description of the problem and solution provided by the vendor
- iii. Current Status of problem:-- Resolved/Pending etc.
- iv. Problem reporting date & time by the bank
- v. Problem responding date & time by the vendor

- vi. Problem resolving date & time by the vendor
- vii. Corrective Action taken by the vendor
- viii. Root Cause analysis of the Problem
- ix. Preventive action taken by the vendor to prevent the occurrence of similar problems in future.

9. Warranty and Maintenance Standard during Warranty/AMC

- a. The vendor should provide one year comprehensive onsite warranty for the solution from the date of going live. The vendor should also guarantee that all the software supplied by the vendor is licensed and legally obtained.
- b. The vendor should ensure 99.95% uptime of Software (to be calculated on Quarterly basis) during warranty/AMC period.
- c. The vendor is expected to submit this report within a month after expiry of every calendar quarter. The request for support shall have to be attended by the vendor within one hour even if the request is made over telephone/SMS.
- d. The vendor will also provide support during DR drills if decided by the bank or if directed by the regulatory authority.

10. Award of Contract

The bidder who qualifies in the technical evaluation will qualify for commercial evaluation. The bidder whose bid has been determined to be responsive and who quotes the lowest price i.e. the lowest Total Cost of Ownership will be treated as L1 Bidder.

11. Repeated Failure

If, during the warranty or maintenance period, any system as a whole or any subsystem has any failure on two or more occasions in a period of 3 months, it shall be replaced by equivalent or higher new equipment by the selected bidder at no extra cost to UCO Bank.

Part –IV

1. BID OPENING AND EVALUATION CRITERIA

1.1 Evaluation Methodology

The evaluation will be a three-stage process -

Phase 1 – Eligibility Evaluation

Phase 2 – Technical Evaluation

Phase 3 – Commercial Evaluation

1.2.1 Eligibility Evaluation

In first stage, the Bank will evaluate the eligibility responses to the RFP of bidder who are found eligible as per the eligibility criteria mentioned in the RFP.

1.2.2 Technical Evaluation

In the second stage i.e. in Technical Evaluation, the bidders will be shortlisted, based on bidder's responses.

During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation.

The resources offered should meet all the technical specifications. **Non-compliance to any of the technical specification may attract rejection of the proposal.**

All bidders have to submit solution architecture/Implementation document in the technical bid and all eligible bidders will have to demonstrate a Technical presentation on the same.

1.2.3 Commercial Evaluation

Commercial Bids of bidders, who qualified in the eligibility and technical evaluation stages, will be considered for participation in commercial Bidding. After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail.

1.2 Selection Methodology

Technically qualified and eligible as per eligibility criteria mentioned in the RFP with lowest quote based on Total Cost of Ownership (TCO) will be considered as successful bidder.

UCO BANK

(Tender offer forwarding letter)

Tender Reference No.: DIT/BPR & BTB/OA/1869/2017-18 dated 28/08/2017

Date: 28.08.2017

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

Dear Sir,

Sub: Your RFP for "Selection of SWIFT Vendor for providing all SWIFT related services to the Bank (Re-tendering)"

RFP Ref. No. DIT/BPR & BTB/OA/1869/2017-18 dated 28/08/2017

With reference to the above RFP, having examined and understood the instructions for all annexures, terms and conditions forming part of the Bid, we hereby enclose our offer for **Selection of SWIFT Vendor for providing all SWIFT related services to the Bank** mentioned in the RFP document forming Eligibility and Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility and Technical as well as Commercial Bids by the bank we undertake to **Selection of SWIFT Vendor for providing all SWIFT related services to the Bank** as per your purchase orders/ Agreement.

In the event of our selection by the bank for **Selection of SWIFT Vendor for providing all SWIFT related services to the Bank**, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period valid for the tenure of the contract period plus a claim period of 3 (three) months, indemnifying any loss to the Bank, and the Performance Bank guarantee will be effective from the date of execution of the 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 Drafts:

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

Both DD and BG are issued in favour of UCO Bank by
Bank, _____ Branch payable at Kolkata.

Dated this __day of ____2017

Signature: _____

(In the Capacity of) _____

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

UCO BANK

Annexure-II

Bank guarantee (EMD/Security Deposit Format)

To

The Deputy General Manager

DIT, BPR & BTD

UCO Bank, Head Office

5th Floor, 3&4, DD Block, Sector-I

Salt Lake, Kolkata -700064

Dear Sir(s),

Sub: Selection of SWIFT Vendor for providing all SWIFT related services to the Bank (Re-tendering)

RFP Ref No:- DIT/BPR & BTD/OA/1869/2017-18 dated 28/08/2017

In response to your **Request for Proposal (RFP)** for **Selection of SWIFT Vendor for providing all SWIFT related services to the Bank (Re-tendering)**, M/s _____ having their registered office at _____ (hereinafter called the 'Vendor') wish to respond to the said Request for Proposal (RFP) for self and other associated vendors and submit the proposal for **Selection of SWIFT Vendor for providing all SWIFT related services to the Bank (Re-tendering)** and to provide related services as listed in the RFP document.

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

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

- a) If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- b) If the bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c) In case of the successful bidder, if the bidder fails:
 - To sign the contract in the form and manner to the satisfaction of UCO BANK

- To furnish performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK either at the time of or before the execution of Service Level Agreement (SLA).

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

Notwithstanding anything contained herein:

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

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

Annexure-III

Format for Performance Bank Guarantee

To

The Deputy General Manager

DIT, BPR & BTD

UCO Bank, Head Office

5th Floor, 3&4, DD Block, Sector-I

Salt Lake, Kolkata -700064

Dear Sir(s),

Sub: Selection of SWIFT Vendor for providing all SWIFT related services to the Bank (Re-tendering)

WHEREAS, The UCO Bank, having its Head Office at 10 B.T.M Sarani, Kolkata - 700001(hereinafter called the 'Bank') has invited Bids for the **Selection of SWIFT Vendor for providing all SWIFT related services to the Bank** on the terms and conditions mentioned in the Bid document.

1. It is one of the terms of invitation of Bids that the Bidder shall furnish a Bank Guarantee as Earnest Money Deposit of Rs.....(Rupees.....only).

2. M/s _____, (hereinafter called as Vendor), who are our constituents intend to submit their Bid for the said work and have requested us to furnish guarantee to the 'Bank' in respect of the said sum of Rs.....(Rupees.....only).

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Bank) do hereby agree with and undertake to the UCO Bank, their Successors, Assigns that in the event of the UCO Bank coming to the conclusion that the Vendor have not performed their obligations under the said conditions of the Bid or have committed a breach thereof, which conclusion shall be binding on us as well as the said Vendor. We shall on demand by the UCO Bank, pay without demur to the UCO Bank, Rs..... or any lower amount that may be demanded by the UCO Bank. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Vendor under the said Conditions, provided, however, that our liability against such sum shall not exceed Rs.....(Rupees.....only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs..... as aforesaid shall be paid by us without any demur or protest, merely on

demand from the UCO Bank on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the UCO Bank shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Bank within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the UCO Bank under this guarantee shall be independent of the agreement or agreements or other understandings between UCO Bank and the Vendor. This guarantee shall not be revoked by us without prior consent in writing of the UCO Bank.

We hereby further agree that –

a) Any forbearance or commission on the part of the UCO Bank in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and / or hereunder or granting of any time or showing of any indulgence by the UCO Bank to the Vendor or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Vendors of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs.....(Rupees.....).

b) Our liability under these presents shall not exceed the sum of Rs..... (Rupees.....).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in Bidding for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to _____ provided that if so desired by UCO Bank, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under this presents will terminate unless these presents are renewed as provided hereinabove on the ----- xxxx or on the day when our said constituents comply with their obligations, as to which a certificate in writing by UCO Bank alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of UCO Bank against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

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).

UCO BANK

Checklist of documents for Eligibility Criteria

Sl. No.	Criteria	(Proof of documents required / must be submitted)
1	The Bidder should be a company (Pvt. /Public) registered under the Companies Act, 1956 since the last three years and should not be a subsidiary of a foreign company.	Certificate of incorporation & commencement of Business (whichever applicable) should be submitted.
2	The Bidder should have minimum annual turnover of Rs. 5 Crores during the last three financial years (2014-15, 2015-16 and 2016-17). If audited Balance Sheet for 2016-17 is not ready, a certificate for Balance Sheet from Chartered Account to be submitted.	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three years should be submitted.
3	The Bidder should be a profit (profit after tax) making company in any two of the last three financial years (2014-2015, 2015-2016 and 2016-17). If audited Balance Sheet for 2016-17 is not ready, a certificate for Balance Sheet from Chartered Account to be submitted.	Copy of the audited balance sheet of the company showing profit after tax of the company for the consecutive last three years should be submitted.
4	The Bidder or its partner should have SWIFT certified service bureau.	Copy of certification from M/s SWIFT
5.	The Bidder should have experience in maintaining/providing SWIFT related support to at least one scheduled commercial bank in India.	Copy of purchase order or reference letter of the organization evidencing the experience required as per clause, along with certificate of satisfactory service from the bank.
6.	The bidder or its partner should have implemented integration between SWIFT Alliance Access and Finacle (version: 7.0.25/higher version) for both inward and outward messages in any Scheduled commercial bank in India.	Copy of purchase order or reference letter of the organization evidencing the experience required as per clause, along with successful implementation certificate.
7.	The bidder or its partner should have	Detailed list of authorized service

	support centre in at least one location out of Mumbai/Kolkata/Bangalore for providing support at Bank's location at Mumbai/Kolkata/Bangalore. If not present at all locations, then physical/ Remote support should be provided from one location. All support to be provided by well experienced personnel only who have experience of providing SWIFT related support/integration in similar Banks.	centers at the said delivery locations should be provided
8.	The Bidder should not have been black-listed by any bank / institution in India.	Self-declaration to that effect on the company letter head should be submitted as per the format provided in Annexure-IX.
9.	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.	An undertaking on the letterhead of the company has to be submitted as per the format given in Annexure-X.
Note: - In this tender process, either authorized representative / distributor in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product.		

Place:

Date:

Signature of Bidder: _____

Name: _____

Business Address: _____

Detailed Scope of Work

Description of Services Required	Bank's Requirement	Bidder's Response
Maintenance of SWIFT Alliance Access application including patch updation and upgradation in UAT, Production & DR environments.	Yes	
Maintenance of SWIFT DC , DR & UAT environments including Application/ Operating System/Database patch updation and up gradations. The hardware vendor/OEMs will provide the OS related support. Bank will provide Oracle and MQ licenses. However, patching and maintenance related support of the database, MQ, SWIFT, any other solution etc. will have to be provided by the selected bidder and the selected bidder will be responsible for coordinating with hardware vendor, carrying out impact analysis for any patching/ Changes and for complying with Auditor's recommendation in this regard. The list of SWIFT licenses currently available with bank is enclosed in Annexure-XI.	Yes	
Customization in finacle for any patches released by SWIFT alliance without any additional cost.	Yes	
Integration with Security Operation (SOC) and support for maintenance.	Yes	
Installation / Re-installation of SWIFT Alliance Access/other applications/Software on existing/new machines/servers	Yes	
First level of support from Offsite (phone / email)	Yes	
Onsite visits by Engineer for issue resolution	Yes	
Telephonic support	Yes	
Preventive maintenance and solution Health Checks	Yes	
Security aspects of the whole project is to be considered and taken properly	Yes	
Providing support in the integration of KYC/AML with the proposed SWIFT solution	Yes	
Providing support in the integration of SWIFT Sanction Screening with the proposed SWIFT solution to ensure an end to end secure system for the bank.	Yes	
There should be an implementation of the maker-checker concept.	Yes	
Help Desk support	Yes	
Trouble shooting and issues management	Yes	
Ensuring Data replication between SWIFT DC & DR environments. The new replication tool & its maintenance including installation of database SQL/Oracle or any patching/updation etc. should be taken care by the bidder.	Yes	
Maintenance of existing SWIFT Replication tool or supply and maintenance of alternate/new replication tool to be supplied by the bidder	Yes	
Maintenance of existing SWIFT Data Archival & Retrieval (DAR) Replication tool or supply and maintenance of alternate/new DAR tool to be supplied by the bidder	Yes	
Providing access of SWIFT service bureau for DR site	Yes	

Application/Update of SWIFT related patches to UAT, Production & DR environments.	Yes	
Implementation of Integration/STP between Finacle 7.0.25 and SWIFT Alliance for both incoming & outgoing SWIFT messages and also for higher Finacle and SWIFT Alliance versions. At present the MT 100 to 900 types are mandatory while MT 300 and 800 can be made optional for future requirement.	Yes	
The integration between Finacle and SAA, the single sign on should be provided to branches where outward SWIFT transaction will be created from Finacle or SWIFT access, while for inward SWIFT, the Branch should be able to process the same automatically in Finacle and do the auto transaction in Finacle.	Yes	
Carrying out Customizations in Finacle for Straight Through Processing between Finacle & SWIFT Alliance. All end to end customization between Finacle, any middleware & SWIFT all access to be completed by vendor.	Yes	
Implementation of Two Factor Authentication/Single Sign on (SSO) between Finacle and SWIFT. For single sign on, the Treasury branch and other Head office dept should be allowed the SWIFT access for daily operations, monitoring and Admin purpose. At present Bank is using only 7.0.25 version the bidder will carry out integration with Finacle 7.0.25 and to higher Finacle versions, if the Bank decides to upgrade. The bidder will be responsible for coordinating with Finacle OEM vendor M/s Infosys / M/s Edgeverve and any other OEM, if any and for ensuring compatibilities with each other. Two Factor authentication is mandatory. Bank is proposing that SSO should be from Finacle. i.e., from Finacle, a menu/command will be invoked, which will call the proposed SWIFT solution/middleware for creation/modification/verification of messages by users. SSO is desirable if Finacle is integrated with SWIFT Alliance access directly, but it is mandatory if any middleware is proposed.	Yes	
Facility to provide necessary enquiry screens and reports as per our requirement. All the existing SEIFT reports have to be provided. Further, for any other reports/adhoc data, the treasury operational team will provide the requirements. All current/future regulatory/statutory reports to be provided free of cost. All the existing SAA reports should be present in new solution while any of the regulatory/statutory reports required at later stage should be provided free of cost.	Yes	
The Solution being proposed, if any should support all types of SWIFT messages as defined in SWIFT standard by M/s SWIFT	Yes	
The solution is initially for existing 'B' category & 'A' category branches. However, it should be scalable enough to support any further branches in future.	Yes	
Future releases/patches for statutory /regulatory changes as required under the directives of Government of India, Reserve Bank of India, any other regulatory/ statutory body should be free of cost.	Yes	
All future releases/patches/version (including version 7.2 of SWIFT & higher) implementation including migration as required	Yes	

under the directives of M/s SWIFT should be free of cost. All compatibilities between Finacle version, SAA & SWIFT middleware or any other S/W to be ensured & completed by vendor.		
Providing Training to Bank's officials on Administration of SWIFT services, servers etc.	Yes	
Facilitating the bank in taking daily backup operations and in recovery/ restoration operations whenever required.	Yes	
Providing support during planned/unplanned DR drills & actual disaster situation including carrying out the complete Switch over activity to DR site, starting business operations from DR site, resolving the issues at Primary site and subsequent roll back to Primary site after disaster is controlled.	Yes	
Providing support during IS Audit/Inspection/Assessment of SWIFT system by IS Auditor/RBI/Bank or any other body and supporting in compliance of Auditor's recommendations.	Yes	
Impact analysis of changes recommended by IS Auditor/RBI/M/s SWIFT or any other regulatory/statutory body.	Yes	
Ensuring that the Security architecture being deployed complies with SWIFT standard and best practices.	Yes	
Implementation/Compliance of SWIFT guidelines /recommendations during contract period.	Yes	
Integration with Security Operations Centre (SOC): The bidder will coordinate with Bank's SOC vendor and will provide support in integration of SWIFT with different modules of SOC like SIEM, DAM, PIM etc.	Yes	
Supporting & Guiding the bank in compliance of "SWIFT CUSTOMER SECURITY CONTROLS FRAMEWORK" or any further framework /guidelines as advised by SWIFT	Yes	
Providing Training to end users for operation of SWIFT system in three batches of twenty each after going live at our Training College for three days	Yes	
For RBI audit compliance regarding SWIFT reconciliation, it is required to make automation for tallying the SWIFT Nostro statement and SWIFT messages from data base on daily basis. The reconciliation system with alerts should be provided by the vendor to prevent any frauds and cyber threats.	Yes	
The SWIFT System being implemented should be scalable enough to cater to SWIFT requirements of Overseas centres & RRB branches. Scope and prices will be negotiated later on CR Basis. <ul style="list-style-type: none"> • SWIFT Implementation for Overseas Centres (Singapore & Hongkong) including Finacle, AML, Sanctioning Screening Integration. • SWIFT Implementation for Regional Rural Banks including Finacle, AML, Sanctioning Screening Integration. 	Yes	
Bank may ask for integration of STP of SWIFT item, MT 300 & 800 series message with Finacle. Scope and prices will be negotiated later on CR Basis. <ul style="list-style-type: none"> • Providing Training to Treasury users for operation of SWIFT system in one batch of 15 officers after going live at our Treasury branch, Mumbai. ➤ Providing training to our IT Team of around 10 officers 	Yes	

and should cover System Administration:-- i. Application Management ii. Services Management iii. Backup and Recovery operations iv. Replication and Synchronization between DC & DR sites. v. Patch Application/Updation vi. Monitoring of DC & DR site vii. Day end/Day begin Process, if any. viii. Troubleshooting of issues.		
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Severity Levels

Severity	Bank Impact
Critical	The Bank is unable to use the application to perform absolutely necessary business transaction.
High	Although the Bank is able to use the application to perform absolutely necessary business transactions, the problem causes limitations or restrictions in the use of important functionality within the application
Medium	The problem does not cause the Bank any restrictions when using the application but may cause the Bank to suffer inconvenience when performing day-to-day business functions.
Low	The problem is of cosmetic nature and has little or no effect on the Bank's business.

Note:-- The bidder must accept all the points of scope of work . Non acceptance of any point will lead to rejection of bidder.

Place:

Date:

Signature of Bidder: _____

Name: _____

Business Address: _____

Commercial Bid Format

(Include in Price Bid Only – Not to be included in Technical Bid)

(Amount in Rs.)

Table – A

Sl. No.	Item Description	Price	GST (If applicable) (in %)	GST (If applicable) (in Rs.)	Total Price Including taxes (in Rs.)
	(1)	(2)	(3)	(4)	(5)
1	Customization in Finacle, SWIFT Alliance solution, implementation for STP, 2 factor authentication, Single Sign on, Integration with SOC as per scope of work				
2	Reconciliation application				
3	Other Software licenses, if any				
Total cost quoted by the bidder (Amount quoted in Figures)					
Total cost quoted by the bidder (Amount quoted in words)					

Table – B

Sl. No.	Item Description	Price of the AMC/ATS for solutions (in Rs.)					Total price for five years (in Rs.)	GST (If applicable) (in %)	GST (If applicable) (in Rs.)	Total Price Including taxes (in Rs.)
	(1)	1 st year	2 nd year	3 rd year	4 th year	5 th year	(2)	(3)	(4)	(5)
1	Maintenance support of SWIFT Alliance Solution & allied software's									
2	Access to Service Bureau for DR Site									
3	Others, if any, for the implementation of the									

above project, please specify.									
Total cost quoted by the bidder (Amount quoted in Figures)									
Total cost quoted by the bidder (Amount quoted in words)									

TABLE – C: Total Cost of Ownership

Sr. no	Description	TOTAL COST
1	Total Cost of Table A	
2	Total Cost of Table B	
Total cost of ownership(Sr. no:1 +Sr. no:2) ,amount quoted in figures		
Total cost of ownership(Sr. no:1 +Sr. no:2) ,amount quoted in words		

Place:

Date:

Signature of Bidder: _____

Name: _____

Business Address: _____

Note:

- L1 bidder will be selected in the basis of TCO (excluding optional item).**
- In case of any discrepancy between figures & words, the amount in words shall prevail.
- Prices quoted by Vendors should be inclusive of all costs such as, GST etc. that need to be incurred.
- No increase in cost, duties, levies, taxes, charges etc., irrespective of reasons (including exchange rate fluctuations etc.)
- Bidders should strictly quote in the format and for periods as mentioned above.
- No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.

PRE-CONTRACT INTEGRITY PACT
(to be stamped as per the Stamp Law of the respective State)

General

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of....., 20__between, on one hand 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 {hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.....represented by Shri..... (Hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is aDepartment performing its functions on behalf of UCO BANK.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any

advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the

BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting the bid documents, the BIDDER shall deposit an amount (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Guarantee in favour of _____ ;
- (ii) A confirmed guarantee by an Indian Nationalised Bank (other than UCO Bank), promising payment of the guaranteed sum to the BUYER on demand of UCO Bank within the time mentioned by UCO Bank without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of 180 days together with a claim period of 30 days.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of UCO Bank, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the UCO Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be-entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code,

1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying 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 and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, 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.

8. Independent Monitors

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties/The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic Situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. 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 provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at -----on-----.

BUYER

Name of the Officer

Authorised Signatory

Designation

Deptt

Witness

1.

2.

BIDDER

Name of the Officer

Authorised Signatory

Designation

Deptt

Witness

1.

2.

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

Undertaking by the Bidder

To

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

Dear Sir(s),

**Sub: Selection of SWIFT Vendors for providing all SWIFT related services to the Bank
(Re-tendering)**

RFP Ref. No. DIT/BPR & BTD/OA/1869/2017-18 dated 28/08/2017

- a) We, M/s _____, the undersigned, hereby confirm that we have read and understood the eligibility criteria and fulfill the same.
- b) We further confirm that all the information as per requirement of the Bank have been included in our bid.
- c) Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- d) We have not been blacklisted by any Nationalised 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.

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

DECLARATION-CUM-UNDERTAKING

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

To

The Deputy General Manager

DIT, BPR & BTD

UCO Bank, Head Office

5th Floor, 3&4, DD Block, Sector-I

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)]

List of SWIFT Licenses

Packages

00: ALLIANCE
01: ACCESS REL.7
16: FILE AUTOMATED
20: SWIFT INTERFACE
99: TOOLKIT RUN-TIME

Destinations

UCBAINBB
UCBAINB0

Message types

Servers

04: HARDWARE INTEL
21: SWIFT BAND 1
38: SSIONS 60

Current SWIFT Architecture

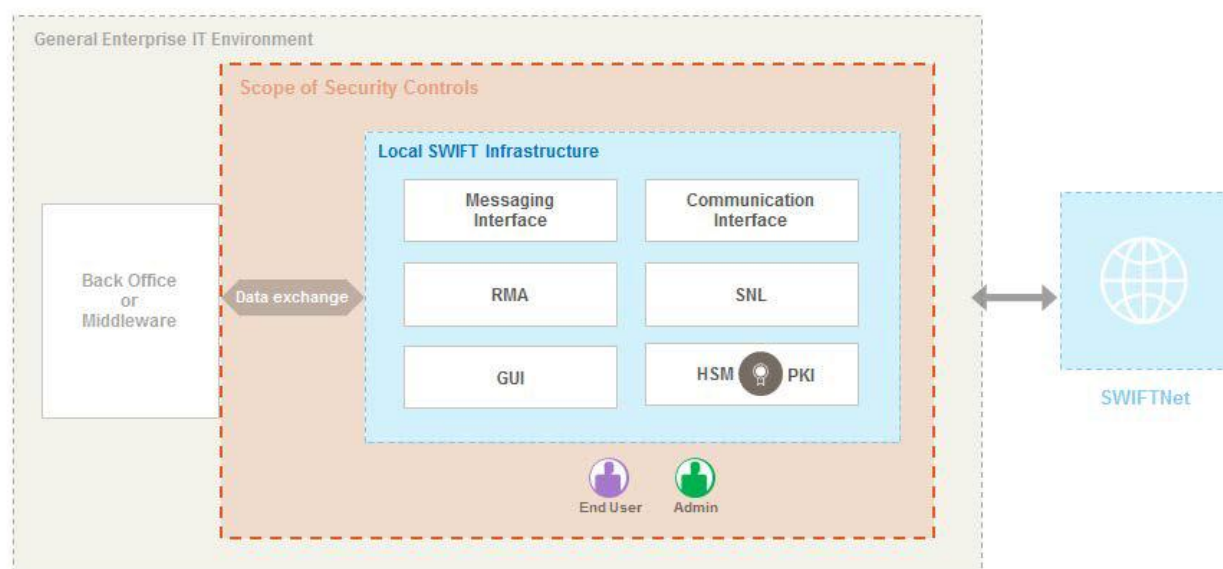
Architecture

Maintaining world-class core systems and facilities is part of SWIFT's commitment to delivering operational excellence. To support this commitment, we continually reinvest in our core infrastructure to further strengthen our security, resilience and reliability.

SWIFT messaging services are secure, reliable and resilient, and are based on a distributed architecture with full, built-in redundancy to ensure maximum availability. Our core messaging platform operates with a layered security model backed by a secure application development process and 'state-of-the-art' hardware-based Public Key Infrastructure (PKI) technology to ensure that hosted services deliver industry-leading security functionality to the financial industry.

Architecture A1 – Full stack in case of SWIFT DC Production

Both the messaging interface and communication interface are within the user environment. This architecture type also includes hosted solutions where the user has the licenses for both the messaging interface and communication interface.



Architecture A2 – Partial stack in case of SWIFT DR

The messaging interface is within the user environment, but a service provider (for example, a service bureau, SWIFT Alliance Remote Gateway or a group hub) owns the licence for and manages the communication interface. This architecture type also includes hosted solutions of the messaging interface where the user has the license for the messaging interface.