

Request for Proposal (RFP)
For
Hosting, Redesigning and Maintenance
of Bank's Website on Meity empanelled
Cloud
(E-tendering)



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

RFP Ref. No: UCO/DIT/1969/2022-23 Date: 01.11.2022

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

This document is prepared by UCO Bank for its RFP for Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud. 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.

CONTENTS

| | |
|---|-----------|
| PART-I | 11 |
| 1. Introductions | 11 |
| 2. Overview or Objectives | 11 |
| 3. Eligibility Criteria | 11 |
| PART-II: Invitation For Bids and Instructions To Bidders | 14 |
| 1. Invitation for Bids | 14 |
| 2. Due Diligence | 14 |
| 3. Tender Document and Fee | 14 |
| 4. Earnest Money Deposit | 15 |
| 5. Rejection Of The Bid | 16 |
| 6. Pre-Bid Meeting | 16 |
| 7. Modification And Withdrawal Of Bids | 17 |
| 8. Information Provided | 17 |
| 9. Clarification Of Offer | 17 |
| 10. Late Bids | 17 |
| 11. Issue Of Corrigendum | 17 |
| 12. For Respondent Only | 18 |
| 13. Disclaimer | 18 |
| 14. MSME | 18 |
| 15. Costs Borne By Respondents | 19 |
| 16. No Legal Relationship | 19 |
| 17. Cancellation Of Tender Process | 19 |
| 18. Corrupt And Fraudulent Practices | 19 |
| 19. Non-Transferrable Offer | 20 |
| 20. Address Of Communication | 20 |
| 21. Period Of Bid Validity | 20 |
| 22. No Commitment To Accept Lowest Or Any Bid | 20 |
| 23. Errors And Omissions | 21 |
| 24. Acceptance Of Terms | 21 |
| 25. RFP Response | 21 |
| 26. Notification | 21 |
| 27. Erasures Or Alterations | 21 |

| | | |
|-----|---|-----------|
| 28. | Clarifications on and Amendments to RFP document _____ | 22 |
| 29. | Language Of Bids _____ | 22 |
| 30. | Authorized Signatory _____ | 22 |
| 31. | Submission of Offer – Two Bid System _____ | 22 |
| 32. | Adoption of Integrity Pact _____ | 25 |
| 33. | Preference to Make in India _____ | 27 |
| 34. | Restriction On Procurement Due to National Security _____ | 29 |
| 35. | Other Terms and Conditions _____ | 31 |
| | PART-IV _____ | 41 |
| | Scope of Work _____ | 41 |
| | Part-V _____ | 74 |
| 1. | Order Details _____ | 74 |
| 2. | Schedule Of Implementation _____ | 74 |
| 3. | Contract Period _____ | 75 |
| 4. | Payment Terms _____ | 75 |
| 5. | Penalty _____ | 77 |
| 6. | Service Support _____ | 86 |
| 7. | Liquidated Damage _____ | 87 |
| 8. | Paying Authority _____ | 87 |
| 9. | Performance Bank Guarantee _____ | 87 |
| 10. | Price Validity _____ | 88 |
| 11. | Single Point Of Contact _____ | 88 |
| 12. | Right To Alter Quantities _____ | 88 |
| 13. | Preliminary Scrutiny _____ | 88 |
| 14. | Award Of Contract _____ | 89 |
| 15. | Taxes _____ | 89 |
| 16. | Confidentiality and Secrecy _____ | 90 |
| 17. | Compliance with Laws _____ | 91 |
| 18. | Force Majeure _____ | 93 |
| 19. | Completeness of The Project _____ | 93 |
| 20. | Acceptance Testing _____ | 93 |
| 21. | Order Cancellation _____ | 94 |
| 22. | Indemnity _____ | 96 |

| | |
|--|-----|
| 23. Publicity _____ | 98 |
| 24. Privacy and Security Safeguards _____ | 99 |
| 25. Technological Advancements _____ | 99 |
| 26. Guarantees _____ | 99 |
| 27. Exit Option and Contract Re-Negotiation _____ | 99 |
| 28. Termination for Convenience _____ | 101 |
| 29. Termination for Insolvency _____ | 101 |
| 30. Termination for Default _____ | 101 |
| 31. Consequences of Termination _____ | 102 |
| 32. Signing of Contract _____ | 102 |
| 33. Technical Inspection and Performance Evaluation _____ | 103 |
| 34. Verification _____ | 103 |
| 35. Dispute Resolution Mechanism _____ | 103 |
| 36. Applicable Law And Jurisdiction Of Court _____ | 104 |
| 37. Limitation Of Liability _____ | 104 |
| 38. Amendment(S) In The Contract / Service Level Agreement _____ | 105 |
| 39. Compliance with Applicable Laws of India, Hongkong & Singapore _____ | 106 |
| 40. Non- Solicitation _____ | 107 |
| 41. Audit _____ | 107 |
| 42. Non-assignment _____ | 108 |
| 43. Disaster Recovery Management _____ | 108 |
| 44. Severability _____ | 109 |
| 45. Blacklisting _____ | 110 |
| 46. Non-Disclosure _____ | 112 |
| 47. Notices _____ | 113 |
| 48. Escrow _____ | 113 |
| Annexure – I _____ | 115 |
| Annexure – II _____ | 117 |
| Annexure – III _____ | 118 |
| Annexure – IV _____ | 120 |
| Annexure –V _____ | 123 |
| Annexure – VI _____ | 125 |
| Annexure – VII _____ | 126 |

| | |
|-------------------------|------------|
| Annexure – VIII | 127 |
| Annexure – IX | 128 |
| Annexure –X | 129 |
| Annexure – XI | 130 |
| Annexure – XII | 131 |
| Annexure – XIII | 132 |
| Annexure- XIV | 139 |
| Annexure – XV | 145 |
| Annexure-XVI | 148 |
| Annexure – XVII | 162 |
| Annexure – XVIII | 163 |
| Annexure – XIX | 167 |
| Annexure –XX | 171 |
| Annexure-XXI | 172 |
| ANNEXURE-XXII | 173 |
| ANNEXURE – XXIII | 175 |
| Annexure XXIV | 176 |
| Annexure-XXV | 177 |

List of Annexures

| Annexure No. | Subject |
|---------------------|--|
| I | Tender Offer Forwarding Letter |
| II | General Details of The Bidder |
| III | Earnest Money Deposit |
| IV | Performa For Performance Bank Guarantee |
| V | Undertaking For Non-Blacklisting / Non-Debarment of The Bidder |
| VI | Undertaking To Abide by All By-Laws / Rules / Regulations |
| VII | Undertaking Letter on The Selected Bidder's Letterhead for Central Minimum Wages Act & Labour Laws |
| VIII | Undertaking Letter on The Bidder's Letterhead for GST Law |
| IX | Undertaking For Price Validity & Acceptance of All Terms & Conditions Of RFP |
| X | Undertaking For No Deviation |
| XI | Certificate From Chartered Accountant (Signed & stamped) |
| XII | Format Of Pre-Bid Queries to Be Submitted By The Bidder(S) |
| XIII | Pre-Contract Integrity Pact |
| XIV | Non-Disclosure Agreement |
| XV | Eligibility Compliance |
| XVI | Technical Specifications |
| XVII | Technical Bill of Material |
| XVIII | Masked Commercial Bid |
| XIX | Commercial Bid |
| XX | Compliance Chart |
| XXI | Soft Copy Confirmation |
| XXII | Self-Certificate for Local Content |
| XXIII | Restriction On Procurement Due To National Security |
| XXIV | Escalation Matrix of All Verticals |
| XXV | Undertaking For Source Code and Application Security Testing |

Bid Control Sheet

| | |
|---|---|
| Tender Reference | RFP Ref No: UCO/DIT/1969/2022-23 Date: 01.11.2022 |
| Cost of Tender Document | Rs.5,000/- (Rupees Five Thousand Only) |
| Date of issue of RFP | 01.11.2022 |
| Date of commencement of sale of tender document | 01.11.2022 |
| Pre-Bid queries submission Date | On or before 10.11.2022 up to 01:00 PM |
| Pre bid Meeting and Venue | 11.11.2022 at 12:30 PM (Meeting would be done through Video-Conferencing) |
| Last Date and Time for receipts of tender bids | 29.11.2022 at 04:00 PM |
| Opening of Technical Bids | 29.11.2022 at 04:30 PM |
| Opening of Commercial Bid | Will be informed subsequently to eligible & technically qualified bidders. |
| Website for Online RFP | https://www.ucobank.com & https://www.tenderwizard.com/UCOBANK |
| Address of Communication | Chief Manager, UCO Bank, Head Office-2 Department of Information Technology 7th Floor,3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064 |
| Address for support for Online RFP/Process of submission of tender documents | <p>This Tender will follow e-Tendering process [e-bids] as under which will be conducted by Bank's authorized e- Tendering Service Provider M/s Antares Systems Ltd through Website https://www.tenderwizard.com/UCOBANK</p> <p>Following activities will be conducted online through above website:</p> <ul style="list-style-type: none">a) Submission of Eligibility/Technical Bid & Commercial Bid by the bidderb) Clarification, if any, sought by the Bankc) Opening of Eligibility/Technical Bid by the Bankd) On-line evaluation by the Bank.e) Opening of Commercial Bid by the Bank & On-line evaluation. <p>Representatives of bidders will be given training for e- Tendering by the Service Provider, M/s</p> |

Antares Systems Ltd.

* Bidders who wish to participate in online tenders will have to register with the website (<https://www.tenderwizard.com/UCOBANK>) through the "Register" link provided on the home page. Bidder will create login id & password on their own in registration process.

* Following facilities shall be provided to registered bidders by the service provider M/s Antares Systems Ltd:

a) Support to the Bidders for participating in the bids through e-tendering Website.

b) Call center support/ email/ phone/mobile etc. in all possible medium.

c) Registration with the e-tendering website.

d) User Manual / Training Kit to the Bidder.

e) Any no. of users of Bidder organization can take support on the e-tendering system.

f) Bidder who wish to participate in this tender need to procure Digital Signature Certificate (for Signing and Encryption) as per Information Technology Act-2000 and CVC guidelines using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact M/s Antares Systems Ltd. at below mentioned address and they will assist them in procuring the same.

Bidders who already have a valid Digital Signature Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact

Antares Systems Ltd.

Registered Office at: #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore – 560079.

Ph: - 080-49352000 / 40482000

Fax: - 080-49352034

Help Desk:

Contact Person: Mr. Kushal Bose/ Mr. Siddartha Sundar

Mobile no. 07686913157 / 09674758723

| | |
|--|--|
| | <p>(On working days-0900 hours–1800 hours) e-mail: kushal.b@antaressystems.com siddharthasundar.m@antaressystems.com</p> <p>Bidders who wish to participate in e-Tender need to fill data in predefined forms of RFP, Technical, Price bid available in respective tender only.</p> <p>h) Bidder should upload scanned copies of reference documents in support of their eligibility of the bid and as per the instructions given in tender documents</p> <p>After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid</p> |
| Email address | <p>hodit.proc@ucobank.co.in kushal.b@antaressystems.com siddharthasundar.m@antaressystems.com</p> |
| Contact Telephone/Fax Numbers | Tel : 033-44559770/ 9324 |
| <p>Note: UCO Bank reserves the right to accept or reject in part or full, any or all tenders without assigning any reason whatsoever and without any cost and compensation therefore. Any decision of UCO Bank in this regard shall be final, conclusive and binding on all the Tenderers</p> | |

PART-I

1. Introductions

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, and its Department of Information Technology at 3 & 4, DD Block, Sector – 1, Salt Lake, Kolkata – 700064, hereinafter called “the Bank”, is one of the leading public sector Banks in India having more than 3000+ Domestic Branches, two Overseas Branches one each at Singapore & Hong Kong Centres and 2300+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle 10.x as a Core Banking Solution.

2. Overview or Objectives

The Bank intends to migrate the Bank's existing Corporate Websites, along with Revamping/Redesigning, Hosting of Corporate and Overseas Websites, and Maintenance for a period of 5 years (1 year warranty period plus 4 years maintenance). The detailed scope with technical details is illustrated in related clauses of RFP

UCO BANK is pleased to invite technically sound and commercially competitive proposals from reputed bidders for Redesigning, Hosting and Maintenance of Bank's Corporate Website on MeitY empanelled cloud.

3. Eligibility Criteria

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

| Sl. No. | Clause | Documents required |
|----------------|---|--|
| 1. | Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on RFP issuance date. Companies registered as MSME Entrepreneur & still categorized as MSME as on RFP submission date. Bidder/Partner/Investor must adhere | 1. Certificate of Incorporation issued by Registrar of Companies along with 2. Copies of Memorandum of Association 3. Copies of Articles of Association 4. Shareholding pattern 5. PAN, TAN, GSTIN Certificate and any other tax related |

| | | |
|----|---|---|
| | cross border sharing/FDI/FEMA and other regulatory guidelines of Govt. of India. | document if applicable is required to be submitted along with the eligibility bid. Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME. |
| 2. | The bidder should have a minimum annual turnover of Rs. 3 Crores per year during the last three financial years i.e. 2019-20, 2020-21 & 2021-22. This must be the individual company turnover and not of any group of companies. | Copy of the audited balance sheet of the company for the consecutive last three financial years (2019-20, 2020-21 & 2021-22) should be submitted along with Chartered Accountant Certificate. |
| 3. | The bidder submitting the offer should have positive net-worth for the last three financial years i.e. 2019-20, 2020-21 & 2021-22. This must be the individual company turnover and not of any group of companies. | Copy of the audited balance sheet of the company for the consecutive last three financial years (2019-20, 2020-21 & 2021-22) should be submitted along with Chartered Accountant Certificate. |
| 4. | The bidder should have experience of development / migration / implementation of at least two corporate websites of Scheduled Commercial Bank / PSU/RBI/SEBI/IBA, as per WCAG 3.0 guidelines (Level „A“ & Level „AA“ or above), IPv6 complaint in India or as per Guidelines of Indian Govt. for a minimum period of 3 continuous years, and should be under support as on date of bid submission | Copy of purchase order along with Satisfactory Client Certificate /Reference Letter / Sign off from customer mentioning the status of implementation of the project is to be submitted. POCs done will not be treated as experience of the bidder. |
| 5. | The Proposed Public Cloud Service Provider should be MeitY empanelled as date of RFP publication, and should be MeitY empanelled throughout the contract period and comply with Cloud Guidelines issued from MeitY from time to time. | Supporting document should be submitted |
| 6. | The Solution Provider should comply with the Bank's security policy and regulators | Self-declaration cum |

| | | |
|----|--|--|
| | i.e. Govt. of India / RBI / CERT-IN / NPCI/ DeitY/MeitY/SEBI/AMFI etc. guidelines; industry guidelines as well as complying with other country's regulatory guidelines wherever applicable | undertaking to be submitted |
| 7. | The bidder should have at least CMMI (Capability Maturity Model Integration) level 3 certification | Certificate should be submitted |
| 8. | Bidder should not have been debarred / black-listed by any Bank or RBI or any other regulatory authority or Financial Institutions in India as on date of RFP submission. | Annexure-VI should be submitted |
| 9. | The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected. | Self-declaration to this effect on the company's letterhead should be submitted. |

Note :- In this tender process either authorized representative / distributor / dealer 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.

The service provider must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO Bank reserves the right to seek clarifications on the already submitted documents. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the service provider.

PART-II: Invitation For Bids and Instructions To Bidders

1. Invitation for Bids

UCO Bank invites sealed tenders comprising of Eligibility Bid, Technical bid and Commercial bid from experienced Bidders having proven capabilities of providing Redesigning, Hosting and Maintenance of Corporate Websites on MeitY empanelled cloud and related services as per the technical / functional specifications given in this RFP document.

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

The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion

2. Due Diligence

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

3. Tender Document and Fee

A complete set of tender documents can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of **Rs.5,000/- (Rupees Five Thousand Only)** as Tender document Cost.

The tender document may also be downloaded from the bank's official website www.ucobank.com. The bidder downloading the tender document from the website is required to submit a non-refundable fee of **Rs. 5,000/- (Rupees Five Thousand Only)** in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata, or NEFT at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

In case of bidders being an MSME under registration of any scheme of Ministry of MSME, they are exempted from the submission of Earnest Money Deposit and the

Tender Cost / Fee. A valid certificate in this regard issued by the Ministry of MSME has to be submitted.

Bank details are as below:

| Bank details for Tender Fee | Address for Obtaining printed copy of RFP |
|---|---|
| Account Number-18700210000755 Account Name- M/s H O DIT Branch- DD Block, Salt Lake branch IFSC- UCBA0001870 MICR-700028138 | UCO Bank Head office, Department of Information Technology 7 th floor, 3&4 DD Block, Salt lake City, Sector-1, Kolkata – 700064 Ph. No.- 033- 4455 9433/9770 |

4. Earnest Money Deposit

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 6 months 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 (in the form of BG) |
|--|---|
| Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud | Rs. 10,00,000/- (Rupees Ten Lakh Only) |

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

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

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

5. Rejection Of The Bid

The Bid is liable to be rejected if:

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

6. Pre-Bid Meeting

The queries for the Pre-bid Meeting should reach us in writing or by email on or before the date mentioned in the Bid Control Sheet by e-mail to hodit.proc@ucobank.co.in. It may be noted that no query from any bidder shall be entertained or received after the above-mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard.

Only authorized representatives, not more than two, of the bidder will be allowed to attend the Pre-bid meeting. Pre-Bid queries raised by the bidder(s) are to be submitted in the format given in Annexure-XII.

7. Modification And Withdrawal Of Bids

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

8. Information Provided

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

9. Clarification Of Offer

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.

10. Late Bids

Any bid received by the Bank after the deadline (Date and Time mentioned in Bid Details table / Pre-Bid / subsequent addenda / corrigenda) for submission of bids will be rejected and / or returned unopened to the bidder.

11. Issue Of Corrigendum

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

12. For Respondent Only

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

13. Disclaimer

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

14. MSME

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

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

- iv. Bids received without EMD for bidders not having valid NSIC registered documents for exemption will not be considered. Bids received without EMD for bidders not having valid registration documents for exemption will not be considered. However, Performance Bank Guarantee has to be submitted by the bidder under any circumstance.

15. Costs Borne By Respondents

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

16. No Legal Relationship

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

17. Cancellation Of Tender Process

- a. UCO Bank reserves the right to accept or reject in part or full any or all offers at its sole discretion at any stage without assigning any reason thereof and without any cost or compensation therefor. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidders.
- b. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action.

18. Corrupt And Fraudulent Practices

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

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

AND

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

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

19. Non-Transferrable 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.

20. Address Of Communication

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

21. Period Of Bid Validity

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

22. No Commitment To Accept Lowest Or Any Bid

UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers

including those received late or incomplete offers without assigning any reason whatsoever. UCO Bank reserves the right to make any changes in the terms and conditions of purchase. UCO Bank will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

23. Errors And Omissions

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document in the form of pre-bid queries within the time as given in control sheet.

24. Acceptance Of Terms

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

25. RFP Response

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

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

26. Notification

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

27. 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 initialled / authenticated by the person/(s) signing the Bid.

28. Clarifications on and Amendments to RFP document

Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till the date mentioned in the bid control sheet. Further, at least 7 days' time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website.

29. Language Of Bids

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.

30. Authorized Signatory

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 person who is duly authorized by the Board of Directors / Competent Authority of the bidder or having Power of Attorney.

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board certified by Company Secretary along with Power of Attorney duly stamped, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond.

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

31. Submission of Offer – Two Bid System

UCO Bank will follow Two Bid System i.e. Separate Eligibility & Technical bid. **Eligibility Bid** – containing Eligibility Information, Tender Fee, Earnest Money Deposit in the form of Bank Guarantee OR certificate from Ministry of MSME (wherever required) and Pre Contract Integrity Pact, **Technical Bid** – containing Technical Information, Masked Commercial Bid & Masked Bill of Materials and **Commercial Bid** – containing Price Information along with the soft copies (preferably in non-optical storage) duly sealed and super-scribed as – **RFP for Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud (Eligibility Bid), –**

RFP for Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud (Technical Bid) and – RFP for Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud (Commercial Bid) as per the format prescribed in Annexure – XIX respectively should be put in a single sealed outer cover duly sealed and super-scribed as – **RFP for Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud** as per the bid details given in the RFP.

Eligibility evaluation would be completed first followed by Technical & Functional evaluation. Thereafter, Price Information (Commercial Bid) of the eligible & technically qualified Bidders will be opened and Lowest Bidder (L1) will be selected based on the Total Amount quoted in the commercial bid. The bids (along with soft copy preferably in non-optical drives) shall be dropped/submitted at UCO Bank's address given in Bid Control Sheet Table, on or before the date specified therein.

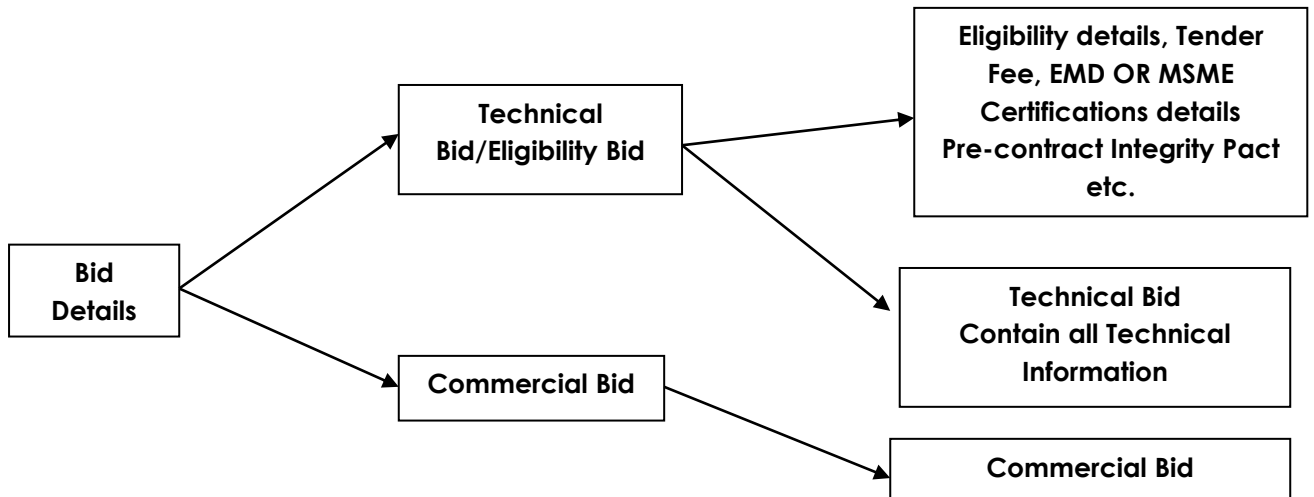
All envelopes must be super-scribed with the following information:

- 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 along with the Tender Fee, Earnest Money Deposit in the form of Bank Guarantee and the Pre-Contract Integrity Pact on a non-judicial stamp paper of requisite value. Tender Offer forwarding letter prescribed in Annexure – I should be submitted with the Eligibility / Technical Offer. The Eligibility and Technical offers must not contain any price information. UCO BANK, at its sole discretion, may not evaluate Eligibility or Technical Offer in case of non-submission or partial submission of eligibility or technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the Bidder. The Technical bid should have documentary proof in support of Eligibility Criteria and Annexures.

The entire RFP, Pre-bid responses along with all the Addenda and Corrigenda should be stamped & signed by the authorized signatory of the participating Bidder and to be submitted to the Bank with all other documents as part of the Eligibility bid.

The envelopes separately should contain the documents in the order mentioned in the following diagram.



The Commercial Offer (Hard Copy) should contain all relevant price information as per **Annexure – XIX**.

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:

- a. The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with Eligibility Bid.
- b. One Separate envelope containing Tender Fee, Earnest Money Deposit and Pre-Contract Integrity Pact should invariably be placed in Eligibility Bid envelope.
- c. 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.
- d. Bidders to submit a **masked commercial Bid** i.e. by hiding price commercial bid as per Annexure – XVIII with technical bid envelope to be submitted.
- e. If any inner cover / envelop of a bid is found to contain Eligibility/ Technical & Commercial Bids together then that bid will be rejected summarily.

- f. 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.
- g. Canvassing of any kind or Bid submitted with false information will be a disqualification.
- h. The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- i. Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.
- j. Further, subsequent to the orders being placed, the Bidder shall pass on to Bank all fiscal benefits arising out of reductions in Government levies /taxes.
- k. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.
- l. Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The bidder shall not quote for the products, whose End of sale/ End of Support/End of License has been declared by the OEM.
- m. 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.
- n. Bids once submitted shall not be returned to the Bidder in future. The selected bidder must adhere to the terms of this RFP document.

32. Adoption of Integrity Pact

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity

Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

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

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

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

1. Shri Ranjan S Katoch

A-91, Alkapuri,
Bhopal, MP- 462022
email: rkatoch@nic.in

2. Shri Hare Krushna Dash

House.No.829, Sector 8
Gandhinagar- 382007, Gujarat
email: hkdash184@hotmail.com

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

33. Preference to Make in India

The policy of the Govt. of India to encourage "Make in India" and promote manufacturing and production of goods and services in India, "Public Procurement (Preference to Make in India), Order 2017 and the revised order issued vide GOI, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal trade, vide Order No. P-45021/2/2017-PP (BEI) dated 04.06.2020 will be applicable for this tender.

Purchase Preference: In procurement of all goods, services or works in respect of which Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only "Class-I Local Supplier", as defined under the order, shall be eligible to bid irrespective of purchase value.

In procurements of goods or works which are divisible in nature, the "Class-I Local Supplier" shall get purchase preference over "Class-II Local Supplier" as well as "Non-Local Supplier", as per following procedure:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- If L1 bid is not a 'Class-I local supplier', 50% of the order quantity in toto shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price for remaining quantity and so on , and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers then such balance quantity may also be ordered on the L1 bidder.

In procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the 'Class-I

local supplier' shall get Purchase Preference over 'Class-II Local Supplier' as well as 'Non Local Supplier' as per following procedure:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class – I Local Supplier ', the contract will be awarded to L1.
- If L1 is not 'Class –I Local Supplier, the lowest bidder among the 'Class-I Local Supplier ', will be invited to match the L1 price subject to Class –I local suppliers quoted price falling within the margin of purchase preference and the contract shall be awarded to such 'Class -I Local Supplier' subject to matching the L1 price.
- In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier ' with the next higher bid within the margin of Purchase Preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case of none of the 'Class-I Local Supplier' within the margin of Purchase Preference matches the L1 price, the contract may be awarded to the L1 bidder.
- "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

33.1 For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order):

- "Local content" means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- "**Class-I Local supplier**" means a supplier or service provider whose product or service offered for procurement has local content equal to or more than 50%.
- "**Class-II local supplier**" means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
- "**Non-Local Supplier**" means a supplier or service provider , whose goods , services or works offered for procurement , has local content less than or equal to 20%.

- “**Margin of purchase preference**” means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

33.2 VERIFICATION OF LOCAL CONTENT:

- a. The ‘Class-I local supplier’/‘Class-II Local Supplier’ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self –certification that the item offered meets the local content requirement for ‘Class –I Local Supplier’/‘Class –II Local Supplier’, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In case of procurement for a value in excess of Rs 10 Crores , the ‘Class-I Local Supplier/ ‘Class-II Local Supplier ‘ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

The local supplier at the time of submission of bid shall be required to provide a certificate as per **Annexure-XXII** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content

The Bank shall follow all the guidelines/notifications for public procurement.

34. Restriction On Procurement Due to National Security

Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). A copy of the valid Certificate to be attached with the Bid. Certificate as per the Annexure to be attached along with the Bid. Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

Reference is made to Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of defence in India, or matters directly or indirectly, related thereto, including national security.

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv. The beneficial owner for the purpose of (iii) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 1. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical

person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
3. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
4. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

35. Other Terms and Conditions

- a. **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.
- b. 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.
- c. 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.

- d. Response of the Bid:** The Bidder should comply all the terms and conditions of RFP.
- e.** The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.
- f.** 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.

Part-III- Bid Opening & Evaluation Criteria

1. Stages Of Evaluation

There would be Three (3) stages for evaluation process.

The Stages are:

- Eligibility Criteria Evaluation
- Technical Evaluation
- Commercial Evaluation

The Eligibility Criteria would be evaluated first for the participating bidders. The bidder, who qualify all Eligibility Criteria as mentioned in clause 3,Part-I, will be shortlisted for the Techno-commercial bid evaluation.

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

1. Eligibility Evaluation

The Eligibility would be evaluated first for the participating bidders. The bidders, who would qualify all Eligibility Criteria as mentioned in the RFP, will be shortlisted for the technical bid evaluation.

2. Technical Evaluation

The Bank will evaluate the technical bids received in response to the RFP as below:

Bidders will be evaluated against the eligibility criteria mentioned in Annexure XV. The bidder has to comply with all the eligibility criteria without fail. The bid will be evaluated as per the Evaluation Matrix given below. Further, the bidder needs to provide necessary details/documents for scoring against the maximum marks mentioned below:

A. Total number of corporate website revamp & implementation completed in last 5 years as on date of bid submission:

| Sr. No | Evaluation Parameters | Scores |
|--------|---|--------|
| 1. | Implementation in any Scheduled Commercial Bank / PSU/RBI/SEBI/IBA 15 Marks - if criteria are met for 10 or more Institutions. 10 Mark – if the criteria are met for 5 or more Institutions. No Marks – if the criteria are met for less than 5 Institutions | 15 |
| 2. | Experience in Hosting & Maintenance in any Scheduled Commercial Bank / PSU/RBI/SEBI/IBA 15 Marks – if the criteria are met for 5 or more years. 10 Marks – if the criteria are met for 4 to less than 5 years. 5 Marks – if the criteria are met for 3 to less than 4 years. | 15 |
| 3. | Implementation in Regional Languages in any Scheduled Commercial Bank / PSU/RBI/SEBI/IBA 10 Marks – if criteria are met for 5 or more Languages. 5 Marks – if criteria are met for 2 to 4 Languages. 2 Marks – if criteria are met for 1 Language. 0 Marks – if criteria are not met for at-least 1 Language. | 10 |
| 4. | Cloud certified resources: 10 Marks – if criteria are met for 5 or more Cloud certified own resources of bidder. 8 Marks – if criteria are met for 4 or more Cloud certified own resources of bidder. 6 Marks – if criteria are met for 3 or more Cloud certified | 10 |

| | | |
|-------------------------|--|-----------|
| | own resources of bidder. 4 Marks – if criteria are met for 2 or more Cloud certified own resources of bidder. | |
| Total Marks of A | | 50 |

Note- Bidder should submit documentary evidence for getting desired marks for each and every criteria mentioned above. If any bidder fails to submit the required documentary evidence, then he will be liable to get zero (0) marks for those criteria.

B. Product Demonstration / Presentation

| Sr. No | Evaluation Parameters | Scores |
|-------------------------|--|-----------|
| 1. | Quality of content of Presentation viz-a-viz bank's requirements and scope | 10 |
| 2. | <p>Views on UCO Bank Website and suggested measures as per the scope of work for revamping of website and as per current market standards and latest technology trends (following are the points to be included in the presentation):</p> <p>a) Views on Ideal website for our Bank and Proposed Solution for the revamping along with approach – (10 marks)</p> <p>b) Critical analysis of the present site viz-a-viz peer Banks (gap analysis) – (10 marks)</p> <p>c) Proof of Concept presented (in compliance of RFP scope and technical specifications) – (20 marks)</p> <p>0 (zero) mark will be awarded for the particular criteria if bidder is not providing at all above</p> | 40 |
| Total Marks of B | | 50 |

C. Technical Evaluation as per Scope and Technical & Functional Requirements:

| Sr. No | Evaluation Parameters | Scores |
|--|--|---------------|
| Demonstration of in-depth understanding of the Bank project requirements through the technical proposal supplemented by Presentation, POC & interactions, references | | |
| 1. | Website General Features/Modules | 10 |
| 2. | UI/UX | 10 |
| 3. | Security | 10 |
| 4. | Content Management (Readymade (not customized) | 10 |
| 5. | Scalability | 10 |
| 6. | SEO & Digital Marketing | 10 |
| 7. | Analytics (behaviour analysis to fulfil customer need) | 10 |
| 8. | WCAG Compliance 3.0 Level AAA | 10 |
| 9. | Website optimisation in all OS platforms for desktops, laptops, tablets, mobiles and device agnostic features and fit-to- handset / tablet size. | 10 |
| 10. | Branch / ATM Locators with geo-tagging enabled, with advanced search facility | 10 |
| 11. | Advanced / intelligent and predictive search | 10 |
| 12. | Development of Plugins/Calculators (EMI / Deposit/loan etc) | 10 |
| 13. | Dynamic Site map | 10 |
| 14. | Voice search facility | 10 |
| 15. | Website layout designs for home page and inner pages | 10 |
| Total Marks of C | | 150 |

| Description | Total Marks | Minimum Qualifying marks |
|------------------|-------------|--------------------------|
| Total Marks of A | 50 | 30 |
| Total Marks of B | 50 | 30 |
| Total Marks of C | 150 | 90 |
| Total | 250 | 200 |

- ** Copies of POs and client reference to be provided. Credentials and other evaluation criteria will be computed as of RFP date
- Bank would request the Bidders to present and demonstrate proposed solution which will be evaluated on technical requirement given in the RFP.

Notes:

- i.** The bidder has to score minimum of **200** overall marks to qualify for Commercial Evaluation.
- ii.** In case two or more bidders are not qualifying for overall score of 80% marks i.e. 200 or more out of 250, the Bank, at its sole discretion, may decrease the minimum qualifying marks to 70%.
- iii.** If still Bank did not get two or more bidders, the Bank, at its sole discretion, may decrease the minimum qualifying marks to 60%.
- iv.** All the requirements mentioned in Annexure XVI are mandatory through out of box of customization. Bank reserves the right to disqualify the bidder if any mandatory requirements are not available in the solution.
- v.** Documentary evidence must be furnished against each of the above criteria along with an index as required by Bank.
- vi.** All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of above criteria, should be highlighted.

3. Commercial Evaluation

The format for quoting commercial bid set out in Annexure – XIX. The commercial offer should consist of comprehensive Cost for required solution. Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid.

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

- i. The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Proposal, except that the Technical Proposal should not contain any price information (with Prices masked). Technical Proposal without masked Bill of Materials will be liable for rejection. Any deviations from the Bill of material/ non submission of prices as per the format shall make the bid liable for rejection.
- ii. The optimized TCO (Total Cost of Ownership) identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work. Any further hardware, software, licenses required to meet the performance criteria of the Bank as stated in the RFP, during the tenure of the project, would be at the cost of the Bidder.
- iii. The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
- iv. In case there is a variation in value between numbers and words; the value mentioned in words would be considered.
- v. The Bidder needs to provide Unit costs for components and services; unit rates with applicable taxes would be considered for the TCO purposes.
- vi. In the event the bidder has not quoted or mentioned the component or services required, for evaluation purposes then it will be assumed that the Bidder will provide the same at no cost to the Bank.

4. Final Evaluation – Weighted Techno-commercial Evaluation

The Proposals will be finally ranked according to their combined Technical Score (ST) and Financial/Commercial (SF)Score as follows:

$$S = ST \times Tw + SF \times Fw$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial/Commercial Proposal that shall be **0.70 and 0.30** respectively. Bidder with the highest Final score shall be considered for award of the Contract.

For example:

Three bidders namely A, B and C participated in the bid process and their technical score are as under:

A=60, B=80, C= 90

After converting them into percentile, we get

$$ST \text{ for A} = (60/90) * 100 = 66.67$$

$$ST \text{ for B} = (80/90) * 100 = 88.89$$

$$ST \text{ for C} = (90/90) * 100 = 100$$

The Commercial Bid prices of the bidders are as under:

$$A = \text{Rs. } 8000, B = \text{Rs. } 9000, C = \text{Rs. } 10000$$

The final cost (lower cost quoted in Commercial price bid, in this case is Rs 8000) quoted by the bidders converted into percentile score shall be as under:

$$SF \text{ for A} = (8000/8000) * 100 = 100$$

$$SF \text{ for B} = (8000/9000) * 100 = 89$$

$$SF \text{ for C} = (8000/10000) * 100 = 80$$

As the weightage for technical parameter and cost are $T_w = 70\%$ and $F_w = 30\%$ respectively, the final scores shall be calculated as under:

$$\mathbf{S \text{ for A} = (66.67 * 0.7) + (100 * 0.3) = 76.67}$$

$$\mathbf{S \text{ for B} = (88.89 * 0.7) + (89 * 0.3) = 88.92}$$

$$\mathbf{S \text{ for C} = (100 * 0.7) + (80 * 0.3) = 94}$$

Hence, the offer of 'C' (being highest score) would be considered and the contract shall be awarded to 'C' at Rs. 10000 being the price quoted by C.

Note:

The highest technical bidder shall not automatically qualify for becoming selected bidder and for award of contract by the Bank. The Successful Applicant shall be the first ranked Applicant (having the highest combined score). The final decision on the successful bidder will be taken by the Bank. The implementation of the project will commence upon acceptance of purchase order by the selected bidder.

If for some reason, the successful bidder fails to execute an agreement within a specified timeline, the Bank reserves the right to award the contract to the next most eligible bidder based on the final evaluation scope of technical evaluation scores and commercial prices quoted during reverse auction.

In case of a tie of Total Score between two or more bidders, the Bid with higher technical score would be chosen as the successful Bidder.

The Bank will calculate the scores up to two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else, it shall be scaled down to arrive at two decimal points.

5. Normalization of bids:

The Bank has discretion to go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible to ensure that eligible bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the eligible bidders to re-submit the technical and commercial bids once again for scrutiny.

The resubmissions can be requested by the Bank in the following two manners:

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

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

PART-IV

Scope of Work

Bank intends to migrate the existing UCO BANK's Corporate and all existing websites, along with revamping/redesigning, hosting, and maintenance of the websites for a period of 5 years (from the date of go-live), to give new look and feel to attract and service customers from all age-group, especially younger generation.

The bidder shall provide complete services for the solution under the scope including installation, implementation, integration, management, maintenance, support, audit compliance and knowledge transfer. The bidder shall provide all-inclusive solution, as per specification and scope mentioned in the RFP including any other components required to make solution running as per SLA and required uptime. The supplied infrastructure shall be compatible with IPv6 and comply with all latest security protocols/ industry standards. The proposed solution shall be TLS 1.3 or higher ready.

Migration and Design

1. Website to have sections but not limited to static information, dynamic promotional content / banner, product information including demo (audio as well as video), online application form, survey / lead generation forms, geo-location enabled maps & locators, calculators, tender section, online contest, advanced/intelligent search options, download option for forms/brochures, request for additional information/enquiry, offline/online support, photo/video gallery, link for internet banking, other websites/micro sites etc. apart from standard / mandatory sections of a financial website.
2. Study, analyse and evaluate the existing website (along with all existing functionalities and features) integrated with respect to developing new website (integrating all existing separate components), understand the process, platform and applications to prevent any glitch in migration.
3. Migrate existing pages not limited to content, database and others after redesign and reformat as per requirement. All internal webpages must be well connected using proper navigation controls and an appropriate site-map should be available with information/routing to all pages, which should be duly updated by bidder every now and then as per the site expands. The site-map to be submitted within 10 days of go live; also to be reviewed and submitted on

quarterly basis to the bank. Non-submission of site-map will lead to penalty as applicable.

4. All existing dynamic modules should be migrated along with their admin module and reporting features
5. Creation and maintenance of any number of micro-sites/sub-sites from time to time as per requirement of the bank during the contract period without any extra cost to the bank.

Integration

6. The proposed solution shall be tightly integrated with all existing setup and new infrastructure /Assets/ applications of the Bank. The necessary integration by the way of API or any other manner to be performed by selected bidder without any additional cost. The required APIs/any other mode to be developed by the bidder, thereafter deployed and integrated with Bank's setup without any additional cost to the bank during the contract period. In case of non-integration with bank's existing / new application, the bank reserves the right to deduct the appropriate amount from the amount payable for required development.
7. The bidder shall do all kind of customizations / development as required by the Bank during the period of contract without any extra cost to the Bank. There are regulatory guidelines time to time which should be implemented by the bidder within stipulated timelines. The bidder should factor the skilled resources for customization and development as per eligibility criteria. The bidder should upscale the resources as per prevailing technologies of time. The UAT environment shall be maintained and managed by the bidder. The customization (Regulatory/ Non-Regulatory/ Bank's Request) shall be performed by bidder, but not limited to existing and new – functionality, online application forms, API development and integration with bank's setup/ third party applications/ webpages, interfaces etc. in the deployed solution without any additional cost to the Bank during the contract period. The changes/fine-tuning in the website deployed should to be performed to ensure proper functioning of interface applications without any additional cost to the Bank during the contract period. All customizations and enhancements (banners/creatives, functionality, reports, interfaces etc.) developed will be Bank's Property and have Bank's IPR rights. Customization Development should be done in time bound manner.

8. The non-regulatory/ bank specific (required as per requirement by the bank), functionality / customization to be developed, integrated and implemented in UAT within maximum 15 days of written request and finalized scope by bank team. Thereafter, post sign-off of UAT from bank, the functionality to be implemented in production setup by following bank's internal process in a time bound manner.
9. The proposed website should be integrated with Banks existing and future setup/ applications/ APIs without any additional cost.
10. The selected bidder must provide an alert service for any problems with the service being unavailable. This can be in the form of SMS / E-Mails and should be sent to all concerned in the escalation matrix.
11. Website is to be developed in line with best industry standards and practices.
12. APIs/web-services need to be developed by the bidder from time to time for integration with any bank's systems (Loan modules etc) and also with Government portals like income tax, UIDAI, NSDL etc, as and when required by the bank, without any extra cost to the bank.
13. The solution implementation shall be considered formally accepted (commissioned and operationalized) after signing off the Acceptance Test Plan (ATP) document by the Bank's Authorized Personnel.
14. The proposed solution should have provision of handshake / interface / integration with Bank's existing Systems/ hardware / software / CBS (Finacle)/ e-Banking, Mobile Banking, SFTP, DMS, LPS Loan module, Digital Platform, Call Centre, Bank's email, SMS Systems, CIBIL etc. and Government portals like Income tax, UIDAI, NSDL etc.

Documentation

15. Bidder will also be responsible to provide necessary documentation such as Project Plan, SRS (Software Requirement Specifications), DSD (Design Specification Document), UAT (User Acceptance Testing), Test Plans, DRP (Data Recovery Plan) & BCP (Business Continuity Plan), Installation / Operational Manual, etc.
16. Prepare user, design & technical manuals and other documents for the developed website in an easy to understand and user friendly language with proper diagram, screen-shots and charts where ever required.

- 17.** SLA Maintenance / Management, Monthly Uptime reports, Utilization reports of all components of entire website should be provided on daily/weekly/monthly basis.
- 18.** Solution shall have centralized architecture with web or Graphical User Interface (GUI) based dashboard console to monitor, reporting, notification, maintaining the application. This should be a single console for service management, infra management and configuration management. The GUI of the deployed application to be error-free and without overlapping of fields, easy to navigate etc. features in line with industry standards.
- 19.** Reports in HTML / CSV / Excel and other required formats to be able to generated from Website Dashboard. All reports should be configured to generate auto or scheduled responses and send via SMTP / any other mode on periodicity (set in day) / daily/monthly/yearly as per the bank requirement. Alerts (for issues/ changes / bank defined) to be configured to bank defined email-id's. Customization reports to be developed based on bank's request to have effective monitoring to be developed and deployed by the selected bidder without any additional cost to the bank.
- 20.** The selected bidder must generate and provide a complete holistic signoff report of entire scope and confirmation of implementation in line with scope and technical specifications, before handover to ensure 100% serviceability of delivered solution.
- 21.** The bidder must provide detailed architecture of the provided solution/ every module along with installation / deployment and administration guide, which must include high level design (HLD), and Low Level Design (LLD) along with Technical bid.
- 22.** The bidder should provide the complete documentation including technical, operations, user manual, design documents, process documents, technical manuals, functional specification, system configuration documents, system/database administrative documents, debugging/ diagnostics documents, test procedures etc
- 23.** The bidders shall also provide the following documents (but not limited to following) as part of the deliverables of the project.
- i. Original manuals of proposed setup (all proposed hardware/ software/ applications etc.)
 - ii. Standard Operating Procedures

- iii. Installation & Technical Configuration Documents
- iv. Network & Security Design Documents (Will be approved by the Bank)
Troubleshooting Manual
- v. Executive summary report for the project to the management
- vi. Functional and operational requirements
- vii. Project design/plan
- viii. Product description
- ix. Guidance for best practices, implementation guidelines
- x. User acceptance test plan, if any
- xi. Training materials
- xii. Monthly health check-up report by OEM.

Website Development / Revamping

- 24.** Revamped/redesigned websites should be in alignment with corporate theme using latest web technology to showcase bank's products & services to current and potential clients in attractive, user friendly and easily navigable manner and also comply with industry standards and guidelines of various regulatory bodies including Reserve Bank of India, NPCI, Ministry of Finance, etc.
- 25.** The sites should be developed based on a defined information architecture & latest/best practice for UI/UX. Uniformity should be maintained across all the webpages/websites of the bank. Websites should have improved look and feel and addition of new interactive modules.
- 26.** After redesigning & revamping of website, any major changes/customization apart from the "Scope of Work" will be on the basis of mutually agreed Mandays. Cost of Mandays will be fixed for entire contract period.

Language

- 27.** Corporate Site shall be implemented in English and Hindi from day one.
- 28.** It has to be noted that all pages, features, functionalities, modules etc. as made live and implemented in Hindi / English Website in line with scope of work, technical specifications, and in total as per RFP; the same pages, features, functionalities, modules etc. including related translation to be replicated in Hindi websites, without any additional cost to the bank during the entire contract period (warranty and ATS period). The translation cost to be borne by the bidder. No separate commercial will be payable by the bank

29. Corporate (English) site's contents/information/updates shall be provided by the Bank from time to time for updating website.
30. Apart from English; Hindi, content translation and maintenance shall be taken care by the bidder entirely, as and when any content on the English website is added/updated, on daily basis (maximum within 24 hours depending on the size of the content, in case of critical information like Interest rates, financial result, RBI/DFS or other regulatory compliance information, service charges, announcements, etc , translated contents should be updated on the respective sites on the same day).
31. The cost of content translation and maintenance and related expenses to be borne and factored by the bidder during bid submission. No separate cost will be payable during the contract period. In case, of non-development / translation / updation of content in Hindi language, penalty as applicable will be deducted.
32. The CMS should enable and support language page editing (for all languages in which the website is developed).

Information Architecture

33. Bidder to define the information architecture hierarchy / approach with rationale before proceeding with development of the site(s) and discuss with the bank.
34. Easy access to content across the site is key to user journey. Bidders need to define primary, secondary and tertiary navigation with end to end user journey. Bidders to suggest navigation links and sub links along with proposed nomenclature.
35. Bidders need to define placement of call to action (CTAs) at right junctures to maximize lead capture and simple user experience.
36. It should have a quick search option; drop down on the home page to enable the visitors to directly navigate the page they choose.
37. Navigation to be simple, easy and intuitive. Customer journey should be defined for every targeted segment.
38. Site map should be prepared and made available by the bidder

Other features

- 39.**Expenditure Manager, Retirement Planner, Financial Planner, Savings Calculator, Investment Planning Calculator, Mortgage Calculator should be included at proper place on website. Bank would provide data as well as process for such computation.
- 40.**Survey feature should be available on website for bank to publish and conduct periodical surveys for its visitors. Survey reports should be provided to the Bank at the end of every survey. The surveys would be enabled based on the requirement of bank and the content would be provided by the bank.
- 41.**Daily Quiz for visitors and Opinion Poll of visitors must also be included in the website. These would be enabled on need basis.
- 42.**Option to download, print and share brochures, application forms, tender notices, guidelines and any other similar document must be provided.
- 43.**Dedicated tender and auction section with search options based on location, amount, etc. must be present in the site. Segregation based on Zone, Department to be available. Archive tender functionality (as per the period defined by the bank) to be available also.
- 44.**Latest Banking News, Media Coverage of Bank, Director's Info, Annual Reports, Latest Announcement, banking Glossary and similar sections to be included.
- 45.**Product Promotion section to be included which will consist of latest offers, campaigns, discounts, etc.
- 46.**Provision for landing page pop-ups/banners/display of information on landing page of website, or flashing tickers should be included.
- 47.**Facility to capture data for Call Back Facility and Call Now feature for visitors interested should be available.
- 48.**Data Dictionary for all the modules should be maintained and provided to Bank on quarterly basis.
- 49.**Voice Search facility should also be available in all the websites.

Implementation Schedule

- 50.** Ease of usability of the site by the visitors to achieve the objective of user satisfaction/delight. Successful Bidder will have to provide the Bank with different layout options for homepage and internal pages (minimum 3 options to be provided).
- 51.** The options provided must be clearly distinct from each other and should not be a modified version of other options provided. Bidder should come up with unique, out of the box options distinct from existing website layouts in the market/competition.

User Interface / User Experience

- 52.** Rationale / logic / approach from information architecture / UI/UX perspective to be submitted along with designs. Bank will decide which option to take forward along with necessary modifications, if required any. If no option provided is found good by the bank, then the bidder will have to come up with different set of options. Bank will give a go ahead on layouts and other UI/UX features only on its complete satisfaction. Number of iterations for modifications can be unlimited until Bank's complete satisfaction and confirmation. If Bank doesn't like the design/layout/template and other UI/UX features provided by bidder, then Bank, at its sole discretion, will provide the design/layout/template to the selected bidder and selected bidder will have to incorporate these and implement it in the website without any objection.

Security

- 53.** Provide secured access to organization information/services and facilitate customer to interact with organization to submit request, view application and track the status.
- 54.** Solution should be provided with three layer architecture as per industry standards.
- 55.** The Bidder shall be responsible for ensuring Bank's and its customer's sensitive PII & corporate data's security and brand reputation on cloud platform.
- 56.** To achieve the same the bidder shall have adequate monitoring capabilities using advanced security tools like security incident & event monitoring (SIEM) which has integration with all servers and other storage and network devices carrying bank related data. All security related alerts to be monitored in line with UCO Bank's policy requirements.

- 57.**The Bank's website setup should have protection using Web Application Firewall (WAF) for application layer attacks. Also, Anti-DDoS protection should be factored for both volumetric and application layer attacks.
- 58.**All privileged user activities to be monitored using PIM tool & related logs to be preserved for future investigations.
- 59.**The Bank's and its customer's sensitive PII & corporate data stored in databases should be encrypted with keys stored in HSM secure custody inline to the bank's satisfaction.
- 60.**SSL certificate(s) will be procured/renewed and configured by the successful bidder on all websites without any cost to the bank.
- 61.**Security Controls for the websites would be in conformity with legal and regulatory standards/ CERT-In guidelines, IT Act 2008 / 2013 (as amended from time to time), RBI and IBA guidelines. Also, for foreign websites, their respective regulators compliance requirements to be fulfilled. Audit certificate from CERT-IN empanelled third-party auditor should be submitted by the Bidder covering all above-mentioned requirements. Separate reports to be provided for each corporate website.
- 62.**The Successful bidder shall ensure all websites would be in conformity with Bank's Information Security Policy (IS Policy). This policy would be addressing bank's risk profile and legal and regulatory requirements. Bank's relevant Information Security policies will be shared with the selected bidder.
- 63.**Bidder shall comply with secure coding practice such as OWASP (Open Web Application Security Project Guidelines) Top 10 like SQL Injection, Cross Site Scripting (CSS) etc. on an ongoing basis and share with a bank a quarterly compliance report from trusted third-party testing website and necessary security features to be built for securing the site from hacking.
- 64.**The bidder shall ensure compliance of bank's Information Security cell and ensure clearance of any customization/development/enhancement required/necessitated to run our website.
- 65.**Confidentiality of the network setup, configurations and all related details including the addressing scheme etc. shall not be disclosed by the selected bidder to any third parties or persons (except to selected bidder's own employees and that too only to those employees or representatives who need to know the same).

- 66.** Bidder has to monitor the web site application 24x7x365 from security threats and ensure its uninterrupted functioning. Necessary Alerts also need to be configured for bank's specified email-id.
- 67.** Any unwanted security threat or hacking attempt should be taken on high priority and dealt with immediate effect. Root cause analysis (RCA) should be provided to the bank within 3 working days with all artefacts/evidences required by the bank.
- 68.** Lock HTML source code to protect web pages from unauthorized copy.
- 69.** Any security breach identified must be informed to Bank immediately and attended instantly to protect interest of the bank and its customer. Selected bidder would be responsible for providing fix to the problem in consultation with bank's security team. Any such incidence should be followed by Root Cause Analysis (RCA) within 3 working days with all artefacts/evidences required by the bank and audit of the system.
- 70.** Successful Bidder to arrange for comprehensive security audit of the site before launch. The audit to also include monitoring setup, its capabilities and preparedness to observe and correct any challenge noticed from inside or outside. The company will also have to get similar audit once in every year and submit the report to bank. The bank will also arrange for an internal/external audit to the entire setup and processes as and when desired. The bidder to extend all possible support to the audit team to examine and update the system to mitigate the observed risk.
- 71.** Vulnerability Assessment Penetration Testing (VAPT) should be done at least once a year and additionally based on security threat. Additionally, Bidder to mitigate any vulnerability points raised by Bank from time to time. In case of any major change VAPT need to be carried out by the bidder.
- 72.** Bank has the right to conduct Audit at the Bidder's site. Any open point needs to be closed/complied by the Bidder within the specified Time frame
- 73.** Security Audit by Internal as well as External Auditors after UAT is to be carried out by the selected bidder at its own expenses. Selected bidder should also allow regular security audit of the system by bank or its authorized agency as per their requirements and the company to ensure rectification of the audit observations as part of maintenance. Any audit/security enhancement proposed by the Government or Law enforcing agency should be carried out by the selected bidder at no cost to the bank.

- 74.**The bidder has to perform Application Security Audit, SAST, DAST by CERT-In empanelled auditors during initial implementation / go-live, and on every customization/ enhancement in functionality / version up-gradation during the contract period without any additional cost to the bank
- 75.**Add plugins / modules to monitor uptime and check on bot attacks. Alerts and response should work in real time to ensure 100% uptime
- 76.**The bidder to ensure to take periodical backup of the site including forms, data etc.
- 77.**Build fail safe server mechanism to create replica of live and run this instance in case the live site goes down
- 78.**Any webpage collecting visitor's personal information or login credentials should be protected through secure communication such as TLS and the same should be stored in encrypted format in database in the form and format acceptable to the Bank.
- 79.**The Security Controls should also confirm to bank's security policies. The bidder should follow a standard process to ensure that proposed solution meets functional, security performance and regulatory requirements of the bank
- 80.**The new website should be guarded against all vulnerabilities, including but not limited to OWASP top 10 attacks and necessary security features to be built for securing the site from hacking.
- 81.**Use of CAPTCHA should be feasible and the same should be implemented for all forms as required by the Bank.
- 82.**Facility for secure-remote access shall be provided along with an appropriate Content Management Tool for designated officials of the Bank, including Webmaster to access / manage the content. There should be 2FA implementation for accessing data/servers by the Bidder and Bank Officials.
- 83.**As the Bank website has to function under the regulations/ recommendations of regulatory authorities such as – CERT-In, & RBI, etc. the Successful Bidder will address all issues/ security related threats/ vulnerabilities notified to the Bank by these institutions and fix/ resolve them to the satisfaction of these institutions/ Bank, without any additional cost.

- 84.** The website and support infrastructure will be periodically audited by the security auditors appointed by Bank. The audit scope can include source code, vulnerability assessment, penetration test and related infrastructure. The Successful Bidder will facilitate the audits, fix/ rectify all the vulnerabilities unearthed by the security auditors without any cost to the bank. Any software/tool/infrastructure enhancement required to be purchased by the successful bidder to mitigate any such vulnerability will be done within 10 working days, without any additional cost to the bank.
- 85.** Audit trail for logon-logoff and any modification should be available for at least 3 months. Old audit data to be preserved during entire contract period for future reference.
- 86.** Post deployment of website including all components including OS, VA & PT (Vulnerability Assessment & Penetration Testing) shall be conducted before initial launch and subsequent contract period wherever applicable.
- 87.** All findings/issues pointed out in the report to be complied/ fixed before production of the software (All components i.e. Database, application).
- 88.** The VA&PT conduct and its compliance report to be submitted to the bank's InfoSec Team and Other statutory authorities
- 89.** All such Audit reports including VAPT Reports to be compiled/attended by bidder/OEM within the timelines, during the entire period of contract also conduct periodic review audit of the database and application.
- 90.** The solutions should be scalable, designed and deployed throughout the IT infrastructure of the Bank and its subsidiaries.
- 91.** The proposed solution shall have the ability to freely change forms, fields, workflows, escalations and authorization structures and reports according to bank requirements/processes without affecting the future tool updates and integration with other /third party Solutions.
- 92.** All the industry standard protocols for functioning, detection of risks, mitigation should be supported and complied by the respective solution.
- 93.** Remote access capabilities on its management interface should be supported by the software via HTTPS or SSH access and incase of File Transfer it should be SFTP.

- 94.** Role based administration like Administrator, Database Reader and Read-only access users shall be mandatorily supported in the solution.
- 95.** Solution should provide reports in CSV / Excel/ PDF and other required formats for uptime, performance etc as required by the Bank. All reports should be configured to generate auto or scheduled responses and send via SMTP on daily/monthly/yearly as per the bank requirement.
- 96.** In case any of the infrastructure used in proposed website is declared end of life/end of support during the contract period, the bidder shall do up gradation or replacement and implementation of the infrastructure without any cost to the bank.
- 97.** During the period of the contract, all upgrades or requirements software, licensing, implementation of upgrades/patches/version changes, etc., due to whatsoever reason including but not limited to EOL or EOS, would be done by the bidder without any additional cost to the bank. EOS/EOL solution will not be accepted and if any solution is declared EOS/EOL during the period of contract, the bidder shall do the necessary upgrade as stated above, to ensure uninterrupted functioning of website.
- 98.** If during the contract period, if any functionality/ form etc. is not performing as per specifications in this RFP, the bidder shall do the necessary enhancements without any extra cost to the bank till the required performance is achieved.

Content Management System (CMS) Requirements

- 99.** The bidder shall provide and support licensed, easy to use Content Management Solution/System for developing, posting and managing the overall content of the website. CMS should be preferably either of the following:
- a. Sitefinity
 - b. Adobe
 - c. Liferay
 - d. Sitecore
- 100.** Bank shall not consider customized (self designed) CMS.
- 101.** The proposed CMS should have Built-in Responsive, rules-based design engine and simulator for testing responsive pages with maker checker functionality and workflow management.

102. The bidder should submit supporting documents for having licensed CMS in bidder's name. Bank shall not consider customized (self-designed) CMS.

The CMS should have ease of use by providing simple drag and drop functionality while adding content/widgets to pages and needs to have an easy to operate page template editor with drag and drop functionality. Download and upload features to be supported. Display of content in selected order should be supported. Drag, drop, cut and paste options should be easily supported.

103. The Content Management System (CMS) must be simple to install and easy to maintain and operate, should not need high IT knowledge and expertise. Adding, modifying and deleting information to be easy and integrated with easy-to-use content management system. CMS to have Multi Lingual Support. The access of CMS to be provided to the Bank also.

104. The proposed CMS should have ability to upload Video content to CMS and ability to play the same through the integrated video player. Also through image wizard the proposed CMS should control how the image galleries will be displayed on the pages.

105. CMS system must support non-IT literate users to operate the content within the overall rules and workflow laid down. This will include creating contents, editing, publishing across all modes including text, video etc.

106. Images and contents should be adaptive and responsive to all formats, browsers, devices, operating systems, screen sizes, resolutions, etc.

107. The website shall have provisions of Content Contributor/Creator, Moderator and Approver System wherein authorized individual from Bank can upload the content on the website pertaining to their Centre/respective domain which after the due approval by the approving authority would be available to the website

Manager/Webmaster/Publisher for final uploading onto the website.

108. The CMS should create SEO-friendly URLs for each and every page. If pages are later moved or renamed, CMS should configure an HTTP 301 Permanent Redirect to notify search engines. The Proposed CMS should do these tasks automatically. Also, should have features for users to override such Automatic activities to customized settings. The proposed CMS should have built-in

support for SEO like Meta Data, Meta tags, Canonical URLs, extension less URLs.

- 109.** The CMS Should build the Sitemap.xml file automatically based the site map created in the CMS.
- 110.** CMS must support ability to add contents/ delete contents/ change contents globally across all pages on the site or on specific areas of the site.□
- 111.** Movement of approved contents and changes should be automatic/ as per planned and stipulated date and time. Rollbacks should be simple with minimal steps. Workflow must support automation from within including mail/ SMS reminders on due items and actions pending at various levels including appropriate escalations.
- 112.** Archival of part or whole of the site should be supported with easy restoration capability. Usage statistics, high/low, peak traffic etc. should be supported.
- 113.** CMS should support on demand creation of a "ready to print" copy of the content pages.
- 114.** Before updation, CMS should take backup of previous data/version. It should be possible to restore pages and contents from backups or previous versions. Each such updation needs to record and audit trail maintained for any future reference.
- 115.** Application must support contents including: HTML, SMTP, XML, JavaScript's, DHTML, EXCEL, Word, audio, Movie, graphics, Icons, Psd, ppt, etc. The CMS must support future/new formats as they arise in the market. CMS must be compatible for common browser types.
- 116.** CMS should support the Content scheduling web management facilities.
- 117.** CMS should be able to provide the following performance features: Advanced Caching, Database Replication, Load Balancing, Page Caching etc.
- 118.** CMS should provide the following security features: Audit Trail, Captcha, Login History, Problem Notification and SSL Support.

- 119.** CMS should offer the following ease-of-use features: Spell Checker, Glossary and Preview Content before publishing, Font type and size should be uniform across all the pages.
- 120.** Admins to receive SMS/E-mail alerts immediately in case of any emergency or unauthorized access.
- 121.** CMS should be scalable and have the option to add other languages/features/modules in future.
- 122.** CMS must have the facility to offer customize content display (banner, article/product suggestion etc.) based on the past preference/browsing pattern of the user.
- 123.** Form data should be collected in Database and can be shared with relevant people in various formats such as excel, word. Pdf
- 124.** Periodical updates to be done for plugins & modules used for the CMS
- 125.** CMS should have provision to create different type of admins and role management. Super admin should be able to add and delete people.
- 126.** CMS should allow to create preview pages before publishing it on the site.
- 127.** There should be 2 instances of the site viz. one for staging and one for production
- 128.** CMS should have a simple interface for defining segments through various criteria such as where the visitor came from, what they searched for, their location, duration of their visit. Ability to define custom criteria and should have any combination of AND/OR criteria to define segments.
- 129.** After the visitors are segmented in groups, the CMS should have ability to set the pages to serve personalized content. Ability to personalize the home page for the different segment to talk about things related to that segment should be a built-in feature of the proposed CMS.
- 130.** CMS shall have built-in facilities such as Document Management, Event Calendar, Event Management, FAQ Management, Glossary, Polls, and Syndicated Content (RSS).

131. The content management should allow impersonating any segment and preview the customer experience on any device with the help of the mobile device emulators.
132. The CMS should have a backend with editors previewing personalized pages, which can filter by more than one segment to see how a page will display to users in multiple segments.
133. The CMS should have ability to synchronize the updated contents from UAT environment to Production. Also, should have ability to select the items that are to be synchronized from UAT to production and the provision to schedule the synchronization.
134. The CMS should provide option to synchronize from a single UAT to multiple production environments and also maintain a complete synchronization history including time stamps & user details that have synced the content. The bidder has to set up the UAT environment with minimum configuration required where the website will be hosted.
135. Admins to receive SMS/E-mail alerts immediately in case of any emergency or unauthorized access.
136. The CMS should have multiple site management to manage a collection of websites and microsities through a centralized interface. The content authors should be able to easily contribute to multiple websites, or utilize content from other websites. Also, CMS should be easily able to share and synchronize users, roles, content, permissions, and templates between sites.
137. The CMS should have a detailed logging of all activities performed by the backend user on the CMS and features in the audit trail module to track changes and actions in the system. Also feature to register events such as when a page disappears because it was deleted or moved, when the content of a page is broken due to the widget having been updated, or when an image reference is broken. Also log changes in the configurations.
138. A demo of the CMS shall be provided by all the bidders during technical evaluation

Search Engine Optimisation (SEO):

139. Website to be revamped/developed with latest technology and optimized for better Search engine results and it has to have interactive web pages

and provision to integrate with social media like Facebook, Twitter, LinkedIn, YouTube, Instagram etc. Sharing of pages / posting option from website to be available to visitors as per bank's requirement. Also add all social media plug-in tools in website i.e., share, like, quote sharing tool, Facebook messenger send button, and Facebook save button, etc. to share few lines/complete texts from web page directly in Facebook or any other social media platform post website should all the time appear within top 3 listings in search engine. Monthly and quarterly review will be done by Bank to ensure the same.

- 140.** The websites should provide for Search engine optimization to allow the highest possible ranking of the individual pages within the site from all major search providers, including but not limited to Bing, Google, MSN Search, and Yahoo! and to adopt all the relevant techniques for SEO (Search engine optimization). Good use of key words and content so sites can be indexed via Search Engine. The sites should provide Meta title and Meta descriptions tags that are maintainable and able to auto correct and/or provide results that best match misspelled words or phrases. The search feature should be able to search both HTML pages and documents, such as PDF files and Microsoft Word documents.
- 141.** The site should also have these common SEO features crawl able link structures, On-Page optimization, meta tags, URL structures, URL construction, canonical and duplicate versions of content, rich snippets and site's honor. Avoid "black hat" SEO.
- 142.** Supplement flash or Java plug-ins with text on the page. Provide a transcript for video and audio content if the words and phrases used are meant to be indexed by the engines.
- 143.** Social media integration, to be implemented to promote or to market Bank's product & service.
- 144.** Sharing of pages / posting option from website to be available to visitors. Installation of FB pixels in Website. Sharing of pages/posting option to be available
- 145.** Tag the visitors with their social media profile along with demographics, area of interest and search. Save this data in our database. Also, include share/follow buttons.

- 146.** Include visible social media buttons which open our social media pages in new windows. Buttons should be up-to-date.
- 147.** Integrate social media plug-ins in each webpage. The location will be dynamic so that can be reviewed in regular intervals.

Scalability

- 148.** This is one of the important parameters of this project to have powerful admin panel to allow users to customize theme in an easy and simple way. There should not be any need of coding anything because of the options that are included in the solution to be provided. (Bidder to study existing website, requirements of RFP for work estimates)
- 149.** Website, CMS, and other modules provided should be scalable with provision to adopt any requirement of Bank.
- 150.** It should have the option and scalability of integration with Bank's back end systems like RSS feeds, E-banking, e-Platform, Document Management System (DMS), SFTP, Call Centre, Bank's email, SMS Systems, CIBIL , UCO BANK Mobile app , Government portals like Income tax, UIDAI, NSDL etc. either real time or as required by Bank.
- 151.** Integration with third party application like tax planner, online IT filing, EMI/Loan calculator etc. and selected external sites of banks, other financial institutions, income tax, loan modules, offer modules of VISA and NPCI etc. for smooth access from corporate website.
- 152.** Scalability and Resilience Review to be conducted and the observations (if any) to be complied with.

Website Maintenance Operational activities

- 153.** Successful bidder to provide support 24*7*365.
- 154.** Quarterly Periodical review and modifications of website layout, homepage, internal pages, images, effects, videos, icons, customer journey, content, response, and other features will be carried out at the end of every quarter. Also, all the updation /upgradation or any activity which might incur downtime should be carried out at midnight (or when the traffic on website is lowest) to avoid any inconvenience. All such activities shall be

carried out at DR site first. Any changes, modifications, updation, up-gradation will be carried out accordingly by the bidder.

- 155.** Quarterly DR drill should be done as per requirement of the Bank, and report should be shared in the format of the Bank.
- 156.** VA/PT points, as scanned and reported by the bank from time to time, should be mitigated within 10 working days by the successful bidder, failing which penalty will be invoked.
- 157.** User access review, application inventory report, BCP reports, audit related information, etc shall have to be provided by the successful bidder as and when sought by the bank.
- 158.** Monthly review will be done by Bank, but not limited to, for uptime percentage of website, SEO rankings, website performance, technical difficulties, CMS performance, security etc.
- 159.** Selected bidder is required to prepare a schedule for maintenance activity and carry them out regularly. Maintenance activity to be carried out at midnight to avoid visitor inconvenience.
- 160.** Bidder will also be responsible to design product management process / operation Manual as per best practices.
- 161.** Bidder shall provide post implementation technical support including any new feature, template or device integration e.g. tab / mobile.
- 162.** Bidder shall also undertake to carry out implementation / operationalization including move, add, and delete changes / customization of such software updates, releases, version upgrades. Bidder should update and maintain all supplied solutions to correctly reflect actual state of the setup at any point in time during the contract period.
- 163.** The bidder shall do all kind of customizations / development as required by the Bank during the period of contract without any extra cost to the Bank. There are regulatory guidelines time to time which should be implemented by the bidder within stipulated timelines.
- 164.** The bidder should factor the dedicated skilled resources for customization and development as per eligibility criteria. The bidder should upscale the

resources as per prevailing technologies of time. The UAT environment shall be maintained and managed by the bidder.

- 165.** The dedicated skilled resource(s) at selected bidder's site for Bank has to be ensured, so that all required customizations/ development will be performed in the time bound manner.
- 166.** It is the responsibility of the successful bidder to ensure availability of the resource, in case he/she is on leave, the successful bidder shall arrange for alternate resource.
- 167.** The resource(s) must be well trained to handle all operational activities of all sites.
- 168.** The customization (Regulatory/ Non-Regulatory/ Bank's Request) shall be performed by bidder, but not limited to existing and new – functionality, reports, interfaces etc. in the deployed solution without any additional cost to the Bank during the contract period.
 - a. The changes/fine-tuning in solution deployed should to be performed to ensure proper functioning of interface applications without any additional cost to the Bank during the contract period.
 - b. All customizations and enhancements (functionality, reports, interfaces etc.) developed will be Bank's Property and have Bank's IPR rights.
 - c. Customization Development should be done in time bound manner.
- 169.** The non-regulatory/ bank specific (required as per requirement by the bank) (Domestic and Overseas), functionality / customization to be developed, integrated and implemented in UAT within maximum 15 days of written request and finalized scope by bank team.
- 170.** The regulatory functionality (not limited to Regulators, GOI, DFS, RBI, NPCI etc.) (Domestic and Overseas) to be developed, integrated and implemented in production within maximum 7 days (or maximum as per the timeline specified by regulator/ others) of written request and finalized scope by bank team.
- 171.** Thereafter, post sign-off of UAT from bank, the functionality to be implemented in production in a time bound manner.

172. Non-compliance of timeline will lead to penalty as per SLA/ Penalty terms for both non-regulatory / regulatory requirements.
173. Successful bidder to manage and maintain the site during the contract period or frequency as decided by Bank including updating.
174. Applications and software should be up to date with the latest service pack and patches to protect against attacks.
175. The discrepancies found during audit should be complied with in 10 days. Implement the regulatory requirement as per need.
176. The bidder will have to trouble-shoot any problems with the website at a short notice.
177. The bidder shall be responsible to share SLA adherence and traffic reports with Bank.
178. The bidder shall provide the escalation matrix in respect of calls that need to be attended for installation/support and maintenance.
179. Bidder should provide Dash board, customized reports, SLA's regarding health and maintenance of the site, industry standards including following information at no extra cost but not limited to availability of the Web Site – geographical region wise, response time of the website.
180. Provide the support for newly developed application within the life cycle. Bidder will have to appoint a dedicated team at their premises for maintenance of website throughout the contract period. **The team should include at least two designers, five developers, three testers and one project manager who will be the single point of contact for bank throughout the contract period.** Any change in the team should be informed to the bank immediately. There shall no sharing of these resources with any other project / organization is allowed; if found, the bank reserve the right to terminate the contract by giving 30 days notice.
181. Some dynamic pages may require more frequent editing/ modifications/ updation etc. Such pages should be identified accordingly and a monthly review will be done for them at the end of every month throughout the contract period. Any changes, modifications, updation, up-gradation will be carried out accordingly by the bidder.

- 182.** Provision of scheduling tasks/updates (with a provision to set the start date/time and end date/time of display of such content) should be available for all content updations on the website under CMS.
- 183.** Tender notices, publishing Bank's results, announcements and any last minute updation should be taken on highest priority and done within 15 minutes after informed.
- 184.** Tender module should be provided to the bank also for uploading of tenders, sale notices and expression of interests, as per bank's requirement.
- 185.** The maximum response time for a maintenance complaint (i.e. time required to response after a request call / fax /e-mail is made or written) shall not exceed 15 minutes. The response time is of 15 minutes and resolution time of 2 hours to be complied for all issues.
- 186.** Bank at its sole discretion can terminate the ATS contract in whole or as part thereof with the Selected bidder and discontinue the same without citing any reason by giving 90 days' notice and applicable amount, on a pro-rata basis, for the service rendered shall be payable.
- 187.** The Selected bidder shall handover the solution in 100% working condition on termination or at the end of the contract. Any breakdown call that has been reported before termination of the contract shall have to be corrected by the Selected bidder before handing over to Bank.
- 188.** Bidder shall take steps to prevent unauthorized access to data and contain malicious activities directed at the Bank's website/dedicated server hosting of Bank's website through Internet or otherwise.
- 189.** Whenever any new threats/vulnerabilities become public, the bidder will take appropriate steps to protect the interests of the Bank so far as it relates to the services covered under this agreement and shall also bring this to the notice of Bank immediately and, wherever required, help/guide Bank in plugging the same.
- 190.** Once the call is received by the bidder, it will put its maximum efforts and deploy its best resources to resolve all calls at the earliest possible time frame.
- 191.** The bidder shall be responsible for any act of its employees that may result in security breach of Bank Website.

192. As the Bank's website has to function under the regulations/ recommendations of regulatory authorities such as – Cert-In, GOI, RBI, etc. the service provider will address all issues/ security related threats / vulnerabilities notified to the Bank by these institutions and fix/ resolve them to the satisfaction of these institutions / Bank.

193. Selected Bidder has to provide technical support under the current scope of AMC for new module developed by them during the entire life cycle of contract.

Proof of Concept (POC)

194. Showcasing the solution with all the required technical functionalities as mentioned in this RFP will have to be provided by the bidders at their own cost within 7 days of written request from Bank, which will be taken into account for technical evaluation and the final short-listing of the bidders through technical evaluation. The selected bidders participating in the RFP process to have readiness of POC setup in selected bidder's location well in-advance, to demonstrate the proposed solution (along with all features as per scope) within 7 days of written request from Bank. In case of non-demonstration of POC within 7 days of written request from Bank, bank at its discretion will consider accordingly under technical evaluation. No request for extension of POC timeline is permitted.

Analytics

195. The main objective of this is to increase traffic on our website on a continuous and incremental basis. To perform better in search engine listings, content should be in HTML text format. Images, Flash files, Java applets, and other non-text content are often ignored or devalued by search engine crawlers.

196. Selected bidder to design SOP (standard operating procedure), formats/ checks for all webpage categories for SEO.

197. Changes in existing pages / development of new pages to be done in line with the best SEO practices and proper tags, description etc. must be ensured before taking the page live.

198. Provide alternative text for images. Suggest content that attracts readers and spiders' alike. Attract links from influential websites to build authority.

199. Improve the keywords list on regular basis. Optimization of keywords must be ongoing. Make ad copy more compelling and relevant.

200. Service provider to periodically review the status of website response to search and ensure it appears high on search throughout the engagement period.

201. Optimal page load speed as per best industry standards must be ensured for all pages.

202. The SEO maintenance activities will include the following but not limited to

- a) Keyword Research & Mapping
- b) Content Optimization Recommendations
- c) Google Search Console Data Analysis
- d) Google Search Console Crawl Error Analysis
- e) Crawling Emulation Of The Website
- f) Content Change Monitoring for Optimized Pages
- g) Site wide Broken Link Monitoring
- h) Analysis & Reporting for Server Side Page Load Errors
- i) Recommendations to Improve Page Load times
- j) Content Duplication Analysis
- k) Optimization of Supplementary Content Page (Interest Rates, Documents Required, Eligibility etc.) for each product
- l) Directory Submissions
- m) Social Bookmarking Submissions
- n) Article Syndication
- o) PR Submissions
- p) Google Ranking Progress Report
- q) Traffic Analytics Report
- r) Offsite Promotion Report
- s) Optimization of blogs pages
- t) Optimization of City wise pages
- u) Optimization of Vernacular pages
- v) Optimization of Video section, review pages
- w) Optimization of Review Section Pages

Any other SEO maintenance activities not specified above to be performed by the bidder to ensure performance, uptime of website and SLA.

- 203.** Analytics tools/systems/services will be provided by Successful bidder. Bidder to provide two recommendation for each tools/systems/services and may suggest the most suitable option.
- 204.** Collect and store visitor data, track the new and repeat visitor along with their preferences, pages visited etc., provide forms to collect leads / feedbacks and integrate with bank's lead management system, digital platform. Prompt the user with their earlier visits. (Bidder to provide bidder agnostic solution for analytics).
- 205.** Automatic acknowledgement to customers / visitors with unique reference number in respect of all online requests. SMS and mail configuration and integration for confirmation/ updating status.
- 206.** Selected bidder to enable option for re-marketing on the basis of visitor's last search on website.
- 207.** Details of traffic diverted from portals. Details of visitors by demographic - By average time spent on website, Average time spent on particular webpage, Data about Search / Clicks on our website. Tag all pages. Tags should be inline.
- 208.** Use cookies intelligently. Disclaimer for the same to be prepared by the successful bidder and displayed on the site after approval from the bank.
- 209.** Comprehensive campaign specific data/services viz. source of leads / traffic, time stamp, time spend, bounce off rate, SMS/mail integration etc.
- 210.** Some ROI measuring tool should be there. Customer Lifetime Value (CLV) should be calculated
- 211.** Heat Map of the web pages should be provided to the bank with suggestions to improve the user experience along with monthly reporting or as needed by Bank.
- 212.** Service provider to provide analytics of the website use its performance etc. with appropriate analytic tools and provide monthly MIS on various performance parameters, along with suggestions to improve.
- 213.** Successful bidder needs to submit UI/UX Audit report of the website to improve the overall performance of the site. This monthly report must provide suggestion on the changes / modification based on the findings based on user behavior and analytical evidence.

- 214.** Ensure required analytics codes are in place on the day website goes live to avoid instances of no-tracking system and data capturing
- 215.** Development team to ensure all required tools/codes that are currently integrated on the existing website are seamlessly migrated to the new website
- 216.** All our lead capturing forms and other forms that connect users with us, are being tracked. Ensure we migrate all lead capturing mechanisms are migrated to the new website
- 217.** Migration for dynamic modules shall include online applications as well as their data captured till date in the existing environment where the website is currently hosted.

Hosting & Maintenance :

- 218.** The solution shall include all components and subcomponents like software licenses, accessories and the bidder at no extra cost to the Bank should supply other components (required for commissioning of the solution as a part of RFP). It has to be noted that bank is not bound to and will not pay any additional cost, apart from the quoted price in entire contract period (including in renewal contract period, if applicable).
- 219.** The revamp/redesigned website is to be hosted on a dedicated server (DC-DR setup with high availability) on secured public cloud and must have improved response time.
- 220.** The bidder shall be responsible for end-to-end management and maintenance of all websites but not limited to OS/DB/ other related application. The bidder has to do patching, VA/PT mitigation, hardening and other OS / Application / databases maintenance related activity as per process.
- 221.** Bidder should also be responsible for creating separate development (DC/DR Setup) and UAT environment setup for multiple users simulating near production functionalities. DC and DR setup to be in sync on real time basis.
- 222.** At a minimum, the new website should be effectively and efficiently managing the operations and security posture by repairing and responding to cyber risks/threats, facilitate business continuity and recovery from cyber-attacks / incidents.
- 223.** In line to scope, the implementation shall be done by Bidder, the bidder shall do back to back tie-ups with OEM for the same. The website should be

scalable to fulfil the requirements in line with Bank specific requirement, in compliance of RBI/ other regulator and its amendments (in present and in future), without any additional cost to the bank.

- 224.** During bid submission, the bidder shall submit Implementation Plan with OEM Implementation methodology. Post completion of implementation and go-live, the bidder should manage and provide support (including back to back support from OEM) during entire contract period.
- 225.** The bidder shall ensure that during various phases of implementation, the performance, security, network availability, etc. of the existing bank's setup must not be compromised.
- 226.** Post implementation and go-live of the website, the scope of bidder contains support for the following activities, but not limited to, from time to time, in relation to maintenance and upgrades/updates/patches :
- (a) Firmware/ IOS Upgrades / up to date patching,
 - (b) System monitoring,
 - (d) Troubleshooting & Performance Tuning,
 - (e) Operating System Upgrades,
 - (f) Upgrades of supplied software,
 - (g) Advisories on software upgrades & vulnerabilities,
 - (h) Support during DR Drills,
 - (i) OS Administration & patching as per OEM guidelines
 - (j) VA / PT Compliance/Audit /Review as per Bank's requirement /Statuary guidelines
 - (k) Any support required to make system & solution up and running as per SLA.
- 227.** The list mentioned above is the indicative list; however, the successful bidder should provide end-to-end support and repair for any activities and resolution of any issues related to new deployment without any extra cost to the Bank. The patches (critical / non-critical) as and when released by OEM / solution provider, for the proposed solution/ servers/OS / setup, to be tested first in UAT/ test environment, and thereafter deployed, installed and configured by bidder's team, as per Bank's requirement during the contract period without any additional cost to Bank.
- 228.** Post deployment, the bidder has to carry out Cyber Security Audit through CERT-IN Empanelled Vendor without any additional cost to the bank and submit report to the Bank with compliance. Subsequently on annual basis, the bidder has to carry out Cyber Security Audit through CERT-IN Empanelled Vendor without any additional cost to the bank and submit report to the Bank with compliance. The Bank's Audit Department, InfoSec Team and Other statutory authorities conduct review/ audit of the solutions

time to time. All such Audit reports including VAPT Reports to be compiled/attended by bidder/OEM within the timelines, during the entire period of contract also conduct periodic review audit of the database and application.

- 229.** The bidder shall conduct preventive maintenance as may be necessary from time to time (minimum on quarterly basis) to ensure that equipment is in efficient running condition to ensure trouble free functioning.
- 230.** The bidder shall do the mandatory quarterly cutover of the solution to check its full-fledged running with alternate site, in line with Bank's policy. Moreover, un-planned cutover (if case of emergency/ issue in application) to be performed in the alternate site in time bound manner.
- 231.** The URLs of the management server/software of proposed solution should be accessible on HTTPS/TLS 1.3 or latest Protocol with valid certificate.
- 232.** The bidder shall do regular backup of the entire website as per the defined Bank's backup policy in offsite tape/storage in encrypted format. The bidder to provide the backup as per the requirement to the bank during contract period without any additional cost with related decryption. On expiry of the contract, the bidder will share the complete solution/ site and data backup. Thereafter, post bank's confirmation, the bidder to deleted all records/ data and provide certificate of deletion of all records / data at their end. OEM support should include in implementing controls for the risk advised by regulators, Govt. of India, other agencies, other organizations.
- 233.** The bidder shall confirm the integrity of the website deployed i.e. the software is free from bugs, malware, covert channels in code etc. and Integrity certificate should be submitted to the bank as per the related format.
- 234.** The selected bidder shall be responsible for health monitoring, maintenance and management of the Server, Database and related infra of the deployed application on a continuous basis. A dashboard to monitor entire setup, to be provided by bidder without any additional cost. Any required customization, to have better monitoring of the website to be performed by the bidder without any additional cost to the bank
- 235.** Centralized Monitoring System – For centralized monitoring of performance, issue etc. of deployed solution, centralized monitoring system /tool/ dashboard is required.

- 236.** The bidder should have a 24x7x365 days support contact centre in order to log the calls. The contact centre numbers should be provided to the Bank along with the escalation matrix mentioning the contact person's name, number and designation in the company.
- 237.** Successful Bidder will also provide a comprehensive User Acceptance Test (UAT) Plan along with Technical Proposal covering every possible failure/negative scenarios for all functionalities. During Acceptance Test, Bidder shall also demonstrate and provide required documentation for Business Continuity of service in every failure scenarios.
- 238.** All regulatory and mandatory requirements w.r.t website including design, content, functionality or any other technical/security requirement, which arise during the period of contract and required to be complied by the Bank; should be implemented by the bidder without any extra cost for entire period of contract; any cost involved to purchase any paid software/infrastructure enhancement required to facilitate the same should be borne by the bidder.
- 239.** The Bidder should offer Cloud based service in Bank's name to host Bank's website in India.
- 240.** The CSP should have a registered office in India.
- 241.** Cloud Service Provider's System Administrators access list and role specified for the Data at rest should be shared with the Bank along with privileges & to be reviewed on regular basis. Audit Logs should be enabled for this purpose and reviewed on regular basis.
- 242.** When Bank wishes to discontinue the services of the Cloud Service Provider, the complete Data including the Backups, Configuration Data etc. should be handed over to Bank and the Data at Service Provider's end should be wiped off securely using Industry standard wiping method and confirmation to Bank. There should be suitable clause in SLA that in case of service discontinuation, the cloud service provider should facilitate smooth migration of data.
- 243.** Security Tools such as Endpoint Security, DLP, in-line security and security monitoring system should be available at Cloud Service Provider's end for the proposed hosting.
- 244.** Access rights controls to Security Tools and Data maintenance in Cloud Infrastructure and the level of access for employees, contractors, customers, business partners should be in place and shared with Bank.

- 245.** The service provider shall ensure continuous and regular updates of security related software including upgrades, fixes, patches and service packs for protecting the application from advanced threats / malware.
- 246.** The service provider should have a well governed and structured approach to manage threats and vulnerabilities supported by requisite industry specific threat intelligence capabilities.
- 247.** The service provider should ensure business continuity in the event of a disaster affecting the services or failure of the service provider; the arrangement should be put in place to ensure that operations with minimal disruption of services while ensuring integrity and security
- 248.** The Cloud service provider partnered with by the selected bidder should be in the Ministry of Electronics & Information Technology Govt of India (MeitY) empanelled list for cloud service providers (CSP) on the date of bid submission and on an ongoing basis; and to ensure to provide Cloud Computing Services, during the whole period of contract. The model should be including SaaS and DRaaS.
- 249.** If due to any reason, the CSP empanelment is discontinued by MeitY, the selected bidder will migrate the bank application & related setup to other MeitY empanelled CSP setup within 3 months without any additional cost to the Bank.
- 250.** The Cloud Service Provider should comply with Cloud Guidelines as issued from MeitY presently and in future.
- 251.** The bidder should comply Data Localization guidelines as issued by GOI, RBI and other authorities.
- 252.** As per selected bidder risk management program of the Bank, relevant compliance evidences shall be shared by the selected bidder with Bank for processes like Patching, VA/PT, User access review, application security testing, SCD , DR Drill & fail over testing, CSITE advisory compliances, Awareness trainings etc
- 253.** The CSP shall provide a robust, fault tolerant infrastructure, network and security with enterprise grade SLAs with an assured uptime of **99.95%**, SLA measured for all subscribed services. Bidders will be responsible for the SLA and breach of such SLA as per the terms and condition set at the time of award of contract.

- 254.** Cloud must be hosted in India in N+1 architecture with High Availability & redundancy having DC and DR sites in India, with Primary Data Center & DR Data centers should be hosted in separate seismic zones, no network and data sharing/replication to any datacenter outside the boundaries of the country. The CSP will be bound by Indian law, Indian IT Law and the applicable regulations.
- 255.** The CSP should adhere to the relevant standards published (or to be published) by MeitY/DIT, GOI or relevant standards body setup or regulator like SEBI, AMFI and RBI/ recognized by Government of India and notified to the CSP by MeitY or by any institution recognized by Govt. of India as a mandatory standard and/or regulations.

Hosting & Bandwidth Requirements:

- 256.** The bidder should propose adequate software, hardware and bandwidth to support the concurrency of minimum of 10,000 concurrent users during the peak times and scalable automatically to cater requirement of additional concurrent users. Minimum 20% YoY increase in concurrent users to be considered.
- 257.** The selected bidder must have sufficient Bandwidth to provide throughput of minimum 512 Mbps. The selected bidder to ensure adequate arrangement to cater any future growth of hits on the selected bidder without any additional cost to the bank, by ensuring no impact on performance of the website.
- 258.** The application, hardware and network bandwidth should be scalable with respect to increase in load, without any additional cost to the bank.
- 259.** Use of CDN is highly recommended, CDN with more POP (Point of Presence) should be preferred as the same provides best performance.
- 260.** The customization/development/enhancement as the regulatory requirements from RBI/EASE/GOI or any statutory authorities, any other guidelines related to website functionalities should be implemented on website set-up without any additional cost to the bank for entire contract period.
- 261.** Monitoring portal shall be provided by the successful bidder to the bank for monitoring day-to-day utilization (minimum, maximum and average) for each app/web server/bandwidth/other related components required for

monitoring the website, as well as provision to download reports (any date range) in excel format. The reports to be available for downloading the details pertaining to any period of the contract. Data should be retained as per the retention policy of the bank in the portal.

Admin Portal Requirements (Report/ MIS/ Dashboard)

- 262.** Utilization Monitoring
- Provide automatic monitoring of resource utilization and other events such as failure of service, degraded service, etc. via service dashboard or other electronic means.
 - Real time performance thresholds
 - Real time performance health checks
 - Real time performance monitoring Et Alerts
 - Historical Performance Monitoring
 - Capacity Utilization statistics
 - Cloud Resource Usage including increase / decrease in resources used during auto scale
 - Trouble Management
 - Provide Trouble Ticketing via online portal/interface (tools).
 - User Profile Management
 - Support maintenance of user profiles and present the user with his/her profile at the time of login.
- 263.** All request raised with the selected bidder should possess unique ticket number for effective follow-up and implementation of required changes (including customization).
- 264.** The bidder shall be responsible for identification and implementation of best practices / configurations on server, OS / Application / databases under their purview version and upgrades of OS/ DB/ related application of website.
- 265.** The CSP shall have regular independent third party audits done, and at least following certifications including SSAE16 SOC1 Type II, SSAE SOC2 Type II, ISO/IEC 27001:2013, ISO/IEC 27002, ISO/IEC 27017 and ISO/IEC 27018, ISAE 3402.
- 266.** Cloud must be hosted in India including DC and DR, with Primary Data Center & DR Data center should be hosted in separate seismic zones.

Part-V

1. Order Details

The purchase order will be placed by Bank Head Office, DIT in the name of selected bidder as per requirement. The payment will be made by Head Office, DIT and the Performance Bank Guarantee for order will be required to be submitted at Head office. Any decision of the Bank in this regard will be final & conclusive and binding upon the bidder.

2. Schedule Of Implementation

The delivery of all products and/or systems and/or services and/or functionalities covered under this bid to be completed within 80 days of issuance of Purchase Order.

| Sr. No. | Milestone | Timeline |
|---------|---|----------|
| 1 | Migration of existing website | 7 days |
| 2 | SRS finalization, UI/UX (Layout finalization) of complete project and sign-off | 15 days |
| 3 | Developed, Deployment, Implementation & Customization of proposed websites in UAT | 20 days |
| 3 | UAT , submission of observations and its ratification and its Sign off | 28 days |
| 4 | Pilot Run, Go-live and DR Setup implementation of all websites | 10 days |
| | TOTAL | 80 days |

- a) Post the initial deployment of solution in UAT, the bank team will perform the UAT and provide the inputs/ suggested changes in line with agreed scope / SRS. The selected bidder need to promptly perform the necessary changes and deploy it in UAT setup so that the UAT can be initiated by bank team.
- b) All functionalities, features, but not limited to CMS etc. as per scope to be implemented on go-live.
- c) The selected bidder is required to setup DR site in parallel. On UAT sign-off, the functionalities/ pages etc. to deployed in DC and DR also.

- d) On go-live from DC site, all parameters/ functionalities/ features etc. to be replicated in DR setup to ensure DC and DR in sync.
- e) DR cut-over to be conducted within 3 months of go-live.
- f) Bank reserves the right to implement all websites in phased manner based on requirement.
- g) For delayed deliveries and installation, penalty/liquidated damages will be applicable as mentioned in the related clauses of the RFP.

3. Contract Period

The tenure of the Contract will be for a period of **5 (Five) years** effective from the date of execution of the Service Level Agreement (SLA) unless terminated earlier by the Bank by serving 90 days' prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial contract period of 5 (five years), the contract may be extended/renewed for further period on mutually agreed terms and conditions.

The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.

The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank

4. Warranty & ATS

The Selected Bidder must provide **1 (One) year** comprehensive on-site warranty after completion of Implementation (Go-Live Sign off). The Bidder has to provide ATS for all the solution supplied under this RFP for **4 (Four) years** after the expiry of warranty period.

- i. The Selected bidder would be responsible for updates, patches, bug fixes, version upgrades.
- ii. During ATS, the selected bidder will be responsible for the following:
 - Overall maintenance and working of the solution
 - The selected bidder should fix the bugs and carry out the necessary rectifications wherever necessary and deliver patches/ version changes effected. Provision should be available for version control and restoring the old versions in case of need by the Bank.

- Enhancement, modifications, customization, patches, upgrades due to statutory, regulatory, industry, specific changes (including installation of new upgrades.) to be performed without any additional cost.
- Configuration changes, version up-gradations, performance monitoring, trouble shooting, patch installation, running of batch processes, database tuning, replacement / support, technical support for application and data maintenance, recovery, query generation and management etc. of all software supplied under this RFP.
- Undertake immediate bug fix actions in the event of software failure causing an interruption of operation of the solution as per the response / resolution times defined by Bank.
- Notify all the detected software errors and correct them to meet the uptime.
- Support the Bank in integrating any new applications to the solution.
- In case the primary system fails, Switching to the DR site.

5. Payment Terms

The payment will be released to the selected bidder as per the payment schedule defined as below:

Cost of Hosting including maintenance and modifications

- I. No advance payment will be given.
- II. Maintenance charges will be given quarterly in arrear basis.

One Time Migration Cost and other allied activities

- III. No advance payment will be given.
- IV. 70% on successful migration & go-live.
- V. 30% after one month of successful go-live

Cost of Bandwidth Charges

- VI. No advance payment will be given.
- VII. Bandwidth Charges will be given quarterly in arrear basis.

Cost of redesigning UI/UX revamping for entire setup

- VIII. No advance payment will be given.
- IX. 40% on Development, Deployment, Implementation & Customization of proposed websites (in all Corporate (English & Hindi)) in UAT

- X. 40% on successful go-live of project (all websites) and DR Setup implementation of all websites
- XI. 20% on initial bug fixes and modifications required/occurred after the implementation of project and conduct of successful DR Cutover.

The payment will be subjected to satisfactory services rendered and preventive maintenance carried out as per scheduled frequency, conduct of DR Cutover, submission of up-to-date site-map, quarterly audit and its compliance, conduct and compliance of VA/PT.

6. Penalty

The selected bidder shall perform its obligations under the respective work order and the agreement entered into with the Bank, in a professional manner.

If the Selected bidder 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.

If the solution, or any of its components behaves erroneously which results in monetary or business loss to the Bank, then the entire amount of such loss shall be recovered from the Selected bidder on actual basis.

a. Delayed Installation

- i. Penalty for non-adherence to the "schedule of implementation" will attract a penalty of 0.25% of the Total Contract value per weeks delay after the defined period for each line .

b. Downtime

Selected bidder should provide facility of single point of contact for any downtime error resolution and the Selected bidder should submit downtime report quarterly to bank. Penalty for the same will be levied to the Selected bidders.

c. Other

The successful bidder is bound and to comply the Service Levels as described below-

- i.** The successful bidder shall have to enter into "Service Levels Agreement" having all terms and conditions of this RFP to maintain uptime and provide the service support and onsite support during the entire contract period.
- ii.** Both the bidder and OEM (IF ANY) will be totally responsible for the End to end Migration, Revamping/ Redesigning, Development, Migration, Implementation, Maintenance and fault free operations of website during the warranty and post warranty (ATS) period.
- iii.** Any technical glitch/ issue in installed infrastructure of the website (i.e. hardware and software, OS/DB etc.) should be attended on priority and should be covered under warranty.
- iv.** Both the mentioned Penalty and Liquidated Damages are independent of each other and can be levied separately and concurrently.
- v.** All the penalties, charges, liquidated damages or fine imposed on the bidder by the bank for non-compliance of terms & conditions of this document are independent of each other and can be levied separately and concurrently.
- vi.** The Service Level Penalties and Liquidated Damages both are separate penalties and the maximum cap of 10% on contract value, in each case, will also be separately applicable.
- vii.** The Penalty and Liquidated Damages are not applicable in case the delay is for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Bidder to prove that the delay is attributed to Bank and Force Majeure. The decision taken by Bank in this regard shall be final and Bidder shall not dispute the same.
- viii.** If the Bidder fails to perform its obligation as per this RFP or subsequent Agreement then Bank reserves the right to get the balance work executed by another Bidder as per choice of Bank and Bidder shall be liable to bear the expenditure which Bank may incur for the execution of balance work and its completion.
- ix.** The bidder has to maintain a guaranteed minimum uptime of 99.95% for all functionalities of website under this RFP to avoid any disruption due to breakdown of system or degraded performance or unavailability of website. The calculation of uptime will be on a monthly basis.

- x. The issue/ break down message may be communicated by the Bank team by way over phone / email/ call logging.
- xi. For penalty calculation, the total time elapsed between the intimation of break down message from Bank side to the selected bidder and receipt of rectification message from the bidder to Bank side will be considered.
- xii. In case, Bank is unable to adjust penalty in above payment, the Bank at its discretion may invoke the Performance Bank Guarantee (PBG) to deduct the penalty amount.
- xiii. If the support services is not provided on 24*7*365 basis and/or satisfactory services are not provided, the Bank with its discretion may reject the proposal / terminate the contract, without assigning any reason, after deduction of maximum penalty.
- xiv. The bidder is required to mandatorily conduct quarterly preventive and breakdown maintenance activities to ensure (without any impact on day to day operations) to maintain uptime of 99.95% uptime on monthly basis covering 24*7*365 days.
- xv. Apart from maintaining uptime of 99.95%, for any breakdown / malfunctioning of website and any of the components or accessories or any system software issue etc., the resolution time is mentioned below:-

| |
|--|
| <p>Uptime% = ((Number of hours in month – Number of hours impacted in month) * 100)</p> <p>-----</p> <p>Total Number of hours in month</p> |
|--|

- xvi. For calculation of uptime (penalty), planned/ scheduled down time will be exempted. Bank will pay the bidder after deducting the calculated penalty from the payable amount.
- xvii. If the bidder, having been notified, fails to remedy the defect(s) within the 2 hours' time duration from the incident, the Bank may proceed to take such remedial action as may be necessary, at the Service Provider's risk and expense and without prejudice to any other rights, which the Bank may have against the Service Provider under the Contract.
- xviii. The bidder should comply with the security and audit standards of the Bank and various regulatory guidelines. For this, the bidder should apply

new patches related to OS/ firmware & BIOS updates etc, without any additional cost to the bank, during the contract period.

- xix.** The customization (Regulatory/ Non-Regulatory/ Bank's Request) shall be performed by bidder, but not limited to existing and new – pages, features, functionalities, modules, interfaces etc. in the deployed website without any additional cost to the Bank during the contract period.
- xx.** For all issues related to installed infrastructure, RCA (Root Cause Analysis) to be provided by the Service Provider within 3 working days. The delay in submission will lead to penalty @ Rs. 5000/day.

The selected bidder needs to prepare Root Cause Analysis document with the root cause and resolutions provided for major issues but not limited to:

- Problems which have resulted in complete service disruptions or downtime
- Critical production issues related to pages/ functionality, module
- Delayed response times
- Data / table corruptions
- System Performance issues (high utilization levels)
- Decide on preventive maintenance schedule with the Bank

- xxi.** Penalty on delay for customizations/ ongoing UI-UX related changes / ongoing development:

- The non-regulatory/ bank specific (required as per requirement by the bank) (Domestic and Overseas), functionality / customization to be developed, integrated and implemented in UAT within maximum 15 days of written request and finalized scope by bank team. The timelines as per field count to be complied with.
- The regulatory functionality (not limited to Regulators, GOI, DFS, RBI, NPCI etc.) (Domestic and Overseas) to be developed, integrated and implemented in production within maximum 7 days (or maximum as per the timeline specified by regulator/ others) of written request and finalized scope by bank team.
- Thereafter, post sign-off of UAT from bank, the functionality to be implemented in production in a time bound manner.
- Non- compliance of timeline will lead to penalty as per SLA/ Penalty terms for both non-regulatory / regulatory requirements as under -

- Non-regulatory/ bank specific (required as per requirement by the bank), functionality / customization – Rs. 1,000/- per day
- Regulatory – Rs. 2,000/- per day and as imposed by regulatory authority.

xxii. RPO and RTO –

- The RPO and RTO service levels to be maintained and complied with.
- RPO=A recovery point objective (RPO) is the maximum acceptable amount of data loss measured in time.
- RTO=The minimum estimated time required to resume normal operations after a disaster, known as the recovery time objective (RTO).
- At present Recovery Point Objective (RPO) is Zero and Recovery Time Objective (RTO) is 60 minutes, subject to change as per Bank's BCP Policy.
- Post RTO defined, Bank will deduct a penalty of Rs. 1,000/- for every 1 minute of downtime.

xxiii. Penalty related to VA/PT compliance

Closure of VA / PT, and SCD Points on any / all infrastructure deployed for functioning of website (i.e. all Hardware / Software / Middleware) . All identified vulnerabilities over underlying infrastructure to be patched as per respective OEM recommendations.

Failure to close these calls within timelines will attract penalties based on criticality of calls.

- Critical Category– 5 Days
- High Category – 10 Days
- Medium - 15 Days
- Low - 20 Days

For breaches for timelines under Critical & High Category

–Penalty of Rs. 1,000/- per day per vulnerability for delay in mitigation/ fixing vulnerabilities.

For breaches for timelines under Medium Category

–Penalty of Rs. 500/- per day per vulnerability for delay in mitigation/ fixing vulnerabilities.

For breaches for timelines under Low Category

–Penalty of Rs. 200/- per day per vulnerability for delay in mitigation/ fixing vulnerabilities.

Penalty on delay in conduct of DR Cut-over (Quarterly basis)

Post initial go-live, the DR Cutover to be conducted within 90 days.

Thereafter, the subsequent DR Cutover to be conducted within next 90 days, post which a penalty of Rs. 5,000/week of delay will be applicable.

Compliance of Advisories from RBI/ CERT-IN / CSITE Advisories/ other regulatory authorities:

| | |
|--|---|
| Compliance by end date to be ensured, as notified in the advisory | Compliance by end date – No Penalty |
| Penalty by delay by each day | By Delay of each day, 0.5% of Monthly Contract Value, per day |

The solution should support the regulatory specific reports.

Uptime:

Bidder will have to guarantee a minimum uptime of 99.95% (for the entire site) (including all functionalities i.e .CMS), calculated on a monthly basis. Website/Application availability along with the requisite software (as provided by the bidder if any) will be 99.95% on 24x7x365.

A Service Level Default will occur when the bidder fails to meet Minimum uptime (99.95%), as measured on a monthly basis.

| Uptime Percentage (A) | Penalty |
|-----------------------|----------------------------------|
| $A \geq 99.95\%$ | Nil |
| $99.8 < A \leq 99.95$ | 1% of the Monthly Contract Value |
| $99.7 < A \leq 99.8$ | 2% of the Monthly Contract Value |

| | |
|--------------|---|
| 99.6<A<=99.7 | 3% of the Monthly Contract Value |
| 99.5<A<=99.6 | 4% of the Monthly Contract Value |
| 99.4<A<=99.5 | 5% of the Monthly Contract Value |
| A<99.4 | Penalty at incremental rate of 1% (in addition to base of 5%) of Monthly Contract Value for every 0.1%lower than the stipulated uptime |

Similarly, penalty for delayed response time will also attract penalty which will be as under.

| | |
|--|--|
| Response Time in Seconds (Max. 1 sec) for 1 hour | Penalty per month for each incident per hour. |
| >1.0 & <=1.5 | 0.5% of the Monthly Contract Value |
| >1.5 & <=2.0 | 1.0% of the Monthly Contract Value |
| >2.0 & <=2.5 | 1.5% of the Monthly Contract Value |
| >2.5 & <=3.0 | 2.0% of the Monthly Contract Value |
| >3.0 & <=3.5 | 2.5% of the Monthly Contract Value |
| >3.5 & <=4 | 3.0% of the Monthly Contract Value |
| >4 | Penalty at incremental rate of 0.5% (in addition to base of 3%) of Monthly Contract Value for every 0.5% lower than the stipulated uptime |

The bank also reserves the right to deduct the penalty in case CMS functionality is not available – (Separate Uptime of CMS is also required to be submitted)

For CMS –

| Uptime Percentage (A) | Penalty |
|-----------------------|--|
| A>=99.95% | Nil |
| 99.8<A<=99.95 | %0.50 of the Monthly Contract Value |
| 99.7<A<=99.8 | %1.00 of the Monthly Contract Value |
| 99.6<A<=99.7 | %1.50 of the Monthly Contract Value |
| 99.5<A<=99.6 | %2.00 of the Monthly Contract Value |
| 99.4<A<=99.5 | %2.50 of the Monthly Contract Value |
| A<99.4 | Penalty at incremental rate of 0.50% (in addition to base of 2.5%) of Monthly Contract Value for every 0.1% lower than the stipulated uptime |

Bank will impose the penalty, as given below for delayed response.

| Severity | Section to be updated/Type of work | Response Time | Resolution time | Penalty Time above resolution time | Penalty in % of Monthly Contract Value |
|---------------|---|---------------|-----------------|------------------------------------|--|
| Critical (P1) | Updation to be done related to Interest Rate, Financial Result, Directors of the Bank, Investor Corner, and Announcement / Latest News, Service Charges, Regulatory or Ministry of Finance compliance, Business critical application is Totally unusable or | 5 Min | 15 Min | > 15 Min - 30 Min | 0.5% |
| | | | | > 30 Min - 60 Min | 1.0% |
| | | | | >60 Min | 2.0% |
| | nearly unusable, resulting in a business impact | | | | |
| High (P2) | Banners, Various Loans/Scheme Rate, Communication to BSE/NSE page/ any other Essential functionality of the Applications developed | 15 Min | 30 Min | >30Min - 45 Min | 0.5% |
| | | | | >45Min- 90 Min | 1.0% |
| | | | | Above 90 Mins | 2.0% |

| | | | | | |
|-------------|---|--------|-------|--------|------|
| | under this contract is consistently failing/not working. Significant number of users are affected, though the platform is partially available | | | | |
| Medium (P3) | Other Information, Erratic behaviour of the Application software developed under the website | 15 Min | 4 Hrs | >4Hrs | 0.5% |
| Low (P4) | No-Update in Hindi Website for pages, features, functionalities, interfaces, modules etc. as made live and implemented in Global / English Website; | 15 Min | 4 Hrs | >4 Hrs | 0.1% |

Maximum penalty for non-conformance would be capped at the **10%** of cost of the project if otherwise not mentioned.

The Bank may without prejudice to its right to effect recovery by any other method, deduct the amount of penalties from any money belonging to the Selected bidder in its hands (which includes the Bank's right to claim such amount against Selected bidder's performance Guarantee) or which may become due to the Selected bidder. Any such recovery or penalties shall not in

any way relieve the Selected bidder from any of its obligations to complete the works / Services or from any other obligations and liabilities under the Contract.

UCO Bank reserves the right to impose / waive off the penalties.

7. Service Support

Response & Resolution time to be followed as per severity defined in the table below:

| Incident Severity | Impact | Description | Typical Response time | Typical Resolution time |
|-------------------|----------|---|-----------------------|---|
| Critical | Critical | System Down - Unable to perform Business Operations | 5 min | <ul style="list-style-type: none"> •During Business hours – 20 min •Non-Business Hours - Within 2 hours or earlier as per business hours if business hours begin |
| Key | Major | Major Disruption - Significant Impact on Business Operations | 5 min | <ul style="list-style-type: none"> •During business hours - Within 40 minutes •Non business hours - Within 4 hours or earlier as per business hours if business hours begin |
| Significant | Minor | Minor Disruption - Low impact on Business Operations. If Customisations required. | 5 min | <ul style="list-style-type: none"> •Major / Minor Customizations / Changes required - Time period decided by mutual agreement Response and resolution for other criteria. •During business hour – within 4 hours. Not supporting during non-business hours. |

A penalty of Rs. **5,000/-** shall be charged per hour for non-conformance with the aforementioned table. Maximum penalty for non-conformance would be capped at the **10%** of cost of the project.

8. Liquidated Damage

Notwithstanding Bank's right to cancel the order, liquidated damages at 0.5% (One percent) of the price of undelivered portion/ not installed services will be charged for every month's delay in the specified delivery/services schedule subject to a maximum of 10% of the total cost of ownership. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the Bidder or from the performance Bank Guarantee. Liquidated damages will be calculated per week basis. Dispatch details shall be shared by the bidder regularly after handing over the consignment to the concerned Courier Agency/Indian Postal services. Bank may invoke the Bank Guarantee for further delay in delivery & migration.”.

9. Paying Authority

The payment will be made by UCO Bank, Head Office–2, DIT. However, all the payments shall be subject to the performance / delivery of the Services to the satisfaction of the Bank for this purpose.

However, Payment of the Bills would be released, on receipt of advice /confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

10. Performance Bank Guarantee

The selected Bidder shall, within a period of fifteen (15) days from the date of Letter of Intent (LOI)/**Purchase Order** (PO) have to furnish a Performance Bank Guarantee, format as per Annexure –IV issued by any scheduled commercial bank (other than UCO Bank) equivalent to 3% of the project cost/**Total Cost of Ownership (TCO)** valid for a period of 63 months (60 months + a claim period of three (3) months) from the date of Letter of Intent (LOI)/**Purchase Order** (PO) for indemnifying any loss to the Bank.

However, the selected Bidder may have to extend the validity of the Performance Bank Guarantee for a period of AMC/ATS as required by the Bank.

The Performance Bank Guarantee shall act as a security deposit either in case the selected Bidder is unable to commence the project within the stipulated time or the commencement of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the selected Bidder is not able to fulfill any and/or all conditions specified in

the document or is unable to complete the project within the stipulated time and such breach remains uncured within such period as mentioned in the Clauses of Termination/**Order Cancellation**. This is independent of the Liquidated Damages (LD) on delivery and installation.

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

In case the Service Level Agreement/Contract is extended, the selected Bidder shall have to submit the Bank Guarantee equivalent to 10% of the project cost/Total Cost of Ownership (TCO) for the extended period along with a claim period of three (3) months.

11. Price Validity

The selected bidder will be required to keep the price valid for a period of **01 year** (12 months) from the date of issuance of Purchase Order. There shall be no increase in price for any reason whatsoever during the period of 12 months and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – XIX during the price validity period of 12 months.

12. 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.

13. Right To Alter Quantities

The Bank reserves the right to alter the number of hardware hardware/software/licenses specified in the tender in the event of changes in plans of the Bank. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder. The bank reserves the right to place order for additional hardware/software/licenses at the agreed price during the contract period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the hardware/software/licenses as mentioned above. Bank reserves the right to alter the quantities at any time not exceeding 25% of the total contract value without prior notice to the selected bidder(s).

14. Preliminary Scrutiny

UCO Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether all the necessary information supported by documentary evidences are submitted as per prescribed method. Offers not meeting the prescribed guidelines and or with incorrect information or not supported by documentary evidence, wherever called for, would summarily be rejected. However, UCO Bank, at its sole discretion, may waive any minor non-conformity or any minor irregularity in an offer. UCO Bank reserves the right for such waivers and this shall be binding on all selected bidders.

15. Award Of Contract

The bidder who qualifies in the technical evaluation will qualify for techno-commercial evaluation. The bidder whose bid has been determined to be responsive and who quotes the lowest price will be treated as L1 Bidder. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder(s).

16. Taxes

- a.** Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.
- b.** The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.
- c.** Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.

- d. Bidder shall co-operate fully in the defence of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the selected bidder.
- e. The payments which is/are **inclusive of GST and other taxes, fees etc.** as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, UCO Bank, Head Office – Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

17. Confidentiality and Secrecy

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

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

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.
- The selected service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the UCO Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the UCO Bank and shall be considered to be confidential and proprietary information (“Confidential Information”), solely of the UCO Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The UCO Bank.
- The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the UCO Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
- **Conflict of interest:** The Selected bidder shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Selected bidder or the Bidder’s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- **The successful Bidder is required to execute a Non-Disclosure Agreement to the bank as per bank’s format before or at the time of execution of the Service Level Agreement.**

18. Compliance with Laws

The Selected bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Contract and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may Occurs or arise for any default or failure

on its part to conform or comply with the above and all other statutory obligations arising therefrom.

All the employees/operator deployed by the Selected bidder for the digitization activity must comply with government's rules and regulations like Minimum Wages Act, Provident Fund, Labour Law, ESIC facility standard, CVC / RBI guidelines.

This indemnification is only a remedy for the Bank. The Selected bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The Selected bidder confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000 as amended from time to time or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligation's towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligation's arising the reform.

The Selected bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel/ representatives(agents from and against all claims or demands of liability and all consequences that may Occurs or arise for any default or failure on its part to conform or comply with the above and all other statutory obligation's arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Vendor.

The Vendor shall also provide a certificate from Statutory Auditor or Cost Auditor of the Company or from practicing Cost Accountant giving the percentage local contents as defined in PPP order issued by GOI from time to time and applicable for the said procurement/project

19. Force Majeure

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

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

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

20. Completeness of The Project

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

21. Acceptance Testing

The Bank will carry out the acceptance tests as per Scope of work Part – IV supplied & implemented by the selected bidder as a part of the Project. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products and the vendor would need to provision insurance of those items till successful acceptance. The Bank at its discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests at the relevant sites in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.

22. Order Cancellation

The Bank reserves its right to cancel/terminate the Order/Agreement in the event of occurrence of one or more of the following circumstances, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- a) The **selected Bidder/Vendor** commits a breach of any of the terms and conditions of the Letter of Intent/Purchase Order/Agreement;
- b) The selected Bidder/Vendor violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.,
- c) Serious discrepancy in the quality of service of selected Bidder/Vendor expected during the implementation, rollout and subsequent maintenance process;
- d) The selected Bidder/Vendor goes into liquidation voluntarily or otherwise;
- e) An attachment is levied or continues to be levied upon the selected Bidder/Vendor for a continuous period of 7 days upon the effects of the order;
- f) The progress regarding execution of the order by the selected Bidder/Vendor is found to be unsatisfactory;
- g) Non-compliance by the selected Bidder/Vendor of the scope of the job;
- h) Repetitive failure of the deployed personnel of the **selected** Bidder/Vendor to perform the job to the satisfaction of the Bank;
- i) The selected Bidder/Vendor fails to complete the assignment as per the timelines prescribed in the Work Order/ said Agreement/Contract and the extension, if any allowed.
- j) On the events of data piracy/privacy/system failures/security failures by the selected Bidder/Vendor;
- k) If deductions on account of liquidated damages exceed more than 10% of the total order price.

In case of cancellation/termination of Order/Agreement due to the above stated situations, the following consequences will entail:

- i. In case the selected Bidder/Vendor fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverables from alternate sources at the risk, cost and responsibility of the selected Bidder/Vendor with the capping of 125% of the original quoted cost for such deliverable.**

- ii. If the selected Bidder/Vendor does not perform satisfactorily or delays in execution of contract, UCO Bank reserves the right to get the balance order executed by another party of its choice, in this event the selected Bidder/Vendor is bound to make good with the capping of 125% of the original quoted cost for such deliverable, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.**

- iii. UCO Bank reserves the right to recover any dues payable by the selected Bidder/Vendor under the contract from any amount outstanding to the credit of the selected Bidder/Vendor, including the bills and /or invoking the Performance Bank Guarantee under this Agreement.

- iv. In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the selected Bidder/Vendor for implementation of project, would necessarily have to be returned to the Bank. If the selected Bidder/Vendor fails to return such payment within thirty (30) days, then the selected Bidder/Vendor have to return the amount to the Bank with interest @ 15% per annum, further the selected Bidder/Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.

- v. The selected Bidder/Vendor shall be liable under this section if the contract/purchase order has been cancelled in case the sum total of penalties and deliverables exceeds 10% of the TCO.

In case of order cancellation/termination, Bank will notify the selected Bidder/Vendor within Ninety (90) days' notice period inclusive of Thirty (30) days cure period before cancellation/termination of the Order/Agreement. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of cure period of Thirty (30) days, if the selected Bidder/Vendor fails to cure within Thirty (30) days' time the notice for cancellation will become absolute. For the sake of clarity, the period of 90 (Ninety) days will

begin from the date of receipt of termination/cancellation notice in accordance with Clause no. 47 (in Part-V) of this Agreement. Any other mode of communicating the termination/cancellation of the Agreement will be deemed to be invalid.

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.

23. Indemnity

In consideration of the Bank having agreed to accept our offer in terms of Request for Proposal No. UCO/DIT/1969/2022-23 Date: 01.11.2022, we the Bidder herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgments, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said RFP and any damage caused from and against all suits and other actions that maybe instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to omission or commission of any act on our part and/or on the part of our employees, representatives, agents and/or associates, sub-contractors in performance of the obligations enumerated under the said Request for Proposal. We the Bidder further irrevocably and unconditionally agree and undertake to hold the Bank harmless, indemnify and keep the Bank indemnified from any of its following acts and deeds, irrespective of the value, genuineness or enforceability of the aforesaid Contract/Agreement or insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO Bank or us or any other circumstance whatsoever which might otherwise constitute a discharge of the Bidder:

- a.** material breach of any of the terms of the RFP/ SLA or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty or breach of confidentiality etc., of the service provider under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;
- b.** infringement of any intellectual property right, patents, trademarks, copyrights etc., including any claims of infringement of any third-party copyright, patents or other intellectual property and/or any third party claims on the Bank for malfunctioning of the equipment, software or deliverables or usage of any license, or such other statutory infringement in

respect of all components provided to fulfil the scope of work under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;

PROVIDED HOWEVER (i) Bank notifies BIDDER in writing within 90 days of the claim and/ or Bidder is having knowledge of the same and/or reasonably it should be in notice of the bidder (ii) BIDDER will have control of the defense and all related settlement negotiations, however, if Bank, deem fit and proper may take control of the defense (iii) Bank provides BIDDER with the assistance, information, and authority reasonably necessary to perform the above, and (iv) the Bank will not make any statements, admissions or public remarks which may prejudice to the interest of the bidder.

Exclusion:

Bidder shall not be obligated or liable under any provision of this Agreement for any performance problem, claim of infringement or other matter to the extent same is resulting, in whole or in part, from:

(i) any modification of any Solution (other than a modification made solely by Bidder); (ii) any use of a Solution in breach of the Agreement; (iii) any combination of the Solution with any other software, hardware, product, technology, data or services; (iv) any use of any version of a Solution other than the Supported Release; (v) Bank's failure to implement corrections or changes to a Solution provided by Bidder/ Bidder; (vi) Bank's failure to subscribe to support and maintenance if then offered for the Solution; (vii) any Embedded Software; (viii) any transaction processed on behalf of Bank or its affiliates, users, or customers, including any credit, fraud or counterfeit losses; or (ix) any negligence, wrongful act, or breach of the Agreement by Bank or its Authorized Recipients, users or Customers.

"Embedded Software" shall mean embedded or bundled third-party software, including open source software. A "Release" means the periodic provision of updates or modifications which Bidder, in its discretion, may incorporate into the Solution. A "Supported Release" shall mean the immediately preceding Release, or other Releases made available in the previous twelve (12) months)

If any infringement claim is raised by any third party or any person, the Bidder will have the following remedial measures at their expenses:

- modify or replace all or part (s) of the Solution to make it non-infringing;**
- procure for the Bank the right/license to continue using the Solution; or**

- **remove all or part (s) of the Solution. If the Vendor so removes all or a part (s) of a Solution, then the Vendor shall refund the same to the Bank in proportion, if Bank has paid a one-time upfront initial license fee for the Software.**

However, it is clarified that this remedy will not curtail any of Bank's rights under this Agreement.

- c. for any loss or damages caused to the Bank's premises or property, loss of reputation & loss of life etc., solely attributable due to the acts of the Bidder/Bidder's employees, representatives, agents and/or associates;
- d. non-compliance of the Bidder with the applicable laws and/or statutory obligations, if any, in performing its duties as a service provider under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;
- e. Gross Negligence or wilful misconduct attributable to the Bidder, its employees, representatives, agents and/or associates or any liabilities which pose significant risk;

We shall not enter into any settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the rights, interest and reputation of the Bank (and/or its customers, users and service providers).

Service Provider will not be liable for any loss of profits revenue, contracts or anticipated savings or and consequential or indirect loss or damages however caused.

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

Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either Party at the address stated in the previously mentioned Agreement/Contract.

We hereby declare that this Indemnity is in addition to the Liquidated Damages as provided in these presents

24. Publicity

Any publicity by the selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank. The Bidder shall not make or allow making a public announcement or media release about

any aspect of the Contract unless The Bank first gives the Bidder its prior written consent.

25. Privacy and Security Safeguards

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

26. Technological Advancements

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

27. Guarantees

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management for the RFP for Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud. All hardware and software must be supplied with their original and complete printed documentation.

28. Exit Option and Contract Re-Negotiation

The Bank reserves the right to cancel the said Agreement/Contract in the event of happening one or more of the following conditions:

- a) Failure of the selected bidder/Vendor to accept the Letter of Intent/Purchase Order and/or failure to furnish the Performance Bank Guarantee within a period of fifteen (15) days of receipt of Letter of Intent/Purchase Order;

- b) Delay in offering, as required under the Project;
- c) Delay in commissioning the Project beyond the specified period;
- d) Delay in completion of the commissioning/implementation and acceptance tests/ checks beyond the specified periods;

Bank will notify the selected bidder/Vendor with Ninety (90) days' notice inclusive of a cure period of thirty (30) days before cancellation/termination. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of a cure period of thirty (30) days, if the Vendor fails to cure within thirty (30) days' time, then the notice for cancellation will become absolute. For the sake of clarity, the period of Ninety (90) days will begin from the date of receipt of termination/cancellation notice in accordance with the NOTICE Clause of this Agreement. Any other mode of communicating termination/cancellation of the Agreement will be deemed to be invalid.

In addition to the cancellation of Purchase Order/said Agreement/Contract, the Bank reserves the right to appropriate the damages through invocation of Performance Bank Guarantee furnished by the selected bidder/Vendor.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Vendor will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of six (6) to twelve (12) months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the Vendor shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Vendor to the Bank or its designate to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

The reverse transition period may or may not be within the contract period. In case the reverse transition period falls within the contract period, all the terms & conditions, scope of work mentioned in the contract will hold good along with smooth handover and transitioning of Bank's deliverables to the Bank or its designates/nominees and no extra payment shall be paid by the Bank for such reverse transition.

However, if the reverse transition mechanism to be adopted after the expiry of the contract period, the Bank and the Vendor shall together prepare the Reverse

Transition Plan for smooth handover and transitioning of Bank's deliverables to the Bank or its designates/nominees including maintenance and facility management. Though in such case the Bank shall have the sole authority to ascertain as to whether such Reverse Transition Plan has been complied with or not, but the payment for such reverse transition would be determined on *pro-rata* basis or on mutual consent of the Parties.

29. Termination for Convenience

The Bank, by written notice for a maximum period of ninety (90) days, sent to the vendor, may terminate the Contract/SLA, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank 's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective. Bank will pay the bidder till termination date for all the milestone achieved as per the terms and conditions of the RFP.

30. Termination for Insolvency

The Bank may at any time terminate the Contract by giving written notice **(90 days' notice period)** to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

31. Termination for Default

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate this Contract in whole or in part, if the Vendor fails to perform any obligation(s) under the Contract.

In case of Termination for Default, Bank will provide notice period of Ninety (90) days inclusive of a cure period of Thirty (30) days. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of a cure period of Thirty (30) days, if the Vendor fails to cure within Thirty (30) days' time, then the notice for cancellation will become absolute. For the sake of clarity, the period of 90 (Ninety) days will begin from the date of receipt of termination/cancellation notice in accordance with the NOTICE Clause mentioned under the RFP/Agreement. Any other mode of communicating termination/cancellation of the Agreement will be deemed to be invalid.

32. Consequences of Termination

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

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO Bank, the bidder 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 Deed 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.

33. Signing of Contract

The selected bidder(s) shall be required to enter into a service level agreement (SLA) with UCO Bank, within 15 days of the award of the Bid through a Letter of Empanelment or within such extended period as may be specified.

The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.

The selected bidder will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank.

34. Technical Inspection and Performance Evaluation

UCO Bank reserves its right to carry out a technical inspection and performance evaluation (bench-marking) of the offered item(s). Bank may instruct eligible bidders to make technical presentation at Bank's Head Office, Kolkata for the proposed solution / service. Bidders will have to make such presentation at their own cost.

35. Verification

UCO Bank reserves the right to verify any or all statements made by the vendor in the Bid document and to inspect the vendor's facilities at client side, if necessary, to establish to its satisfaction about the vendor's capacity to perform the job.

However, in case of purpose of visit to inspect the facilities where the proposed solution is running, if so required then it will be informed in advance.

36. Dispute Resolution Mechanism

- a. The Bidder and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
 - i. 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.
 - ii. The matter will be referred for negotiation between Deputy General Manager of The Bank / Purchaser and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- b. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- c. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to

arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

- d. The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- e. 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 and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings. Bidder will also continue to get paid till the services are rendered per the Payment defined in the RFP.

37. Applicable Law And Jurisdiction Of Court

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

38. Limitation Of Liability

- i. For breach of any obligation mentioned in this document, subject to point no. (iii), in no event the Vendor shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total project cost/contract value.
- ii. The **selected Bidder/Vendor** will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of **the loss caused to the Bank.**

- iii. The limitations set forth in point no. (i) shall not apply with respect to:
- a) claims that are the subject of indemnification pursuant to violation **of** Intellectual Property Rights and Ownership.
 - b) **damages occasioned by the gross negligence or wilful misconduct of selected Bidder/Vendor.**
 - c) damages occasioned by the **selected Bidder/Vendor** for breach of confidentiality obligations.
 - d) Regulatory or statutory **penalty** imposed by the Government or **any** Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the **Project**.
- iv) **The selected Bidder/Vendor will not be liable for any loss of profits, revenue, contracts or anticipated savings or and consequential or indirect loss or damages however caused.**

“Gross Negligence” means an indifference to, and/or a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.

“Wilful Misconduct” means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

39. Amendment(S) In The Contract / Service Level Agreement

There shall be no variation(s) in or modification(s) in the terms of the Contract/ Service Level Agreement save and except by a written mutual consent signed by both the Parties i.e., the Bank and Vendor. Bank shall have the discretion/liberty to give effect to any amendment, modification etc. in the Contract/Service Level Agreement, if so, required by Bank, sequel to any amendment(s)/ modification(s) etc. in the applicable Laws/Statutes including but not limited to amendment(s)/ modification(s) etc. in the existing Guidelines/ Instructions issued/to be issued by any Regulatory Authority.

40. Compliance with Applicable Laws of India, Hongkong & Singapore

The Vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Contract and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may Occurs or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

All the employees/operator deployed by the Vendor for the digitization activity must comply with government's rules and regulations like Minimum Wages Act, Provident Fund, Labour Law, ESIC facility standard, CVC / RBI guidelines.

This indemnification is only a remedy for the Bank. The Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The Vendor confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000 as amended from time to time or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligation's towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligation's arising therefrom.

The Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so,

shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel/ representatives (agents from and against all claims or demands of liability and all consequences that may Occurs or arise for any default or failure on its part to conform or comply with the above and all other statutory obligation's arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Vendor.

The Vendor shall also provide a certificate from Statutory Auditor or Cost Auditor of the Company or from practicing Cost Accountant giving the percentage local contents as defined in PPP order issued by GOI/MAS/HKMA from time to time and applicable for the said procurement/project

41. Non- Solicitation

Both the Parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this Agreement/Contract during the period of the Agreement/Contract and one year thereafter, except as the Parties may agree on a case-by-case basis. The Parties agree that for the period of the Agreement/Contract and one year thereafter, neither Party will cause or permit any of its directors or employees who have knowledge of the said Agreement/Contract to directly or indirectly solicit for employment as the key personnel working on the project contemplated in this Agreement/Contract except with the written consent of the other Party. The above restriction would not apply to either Party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other Party (ii) respond to any public advertisement placed by either Party or its affiliates in a publication of general circulation or (iii) has been terminated by a Party prior to the commencement of employment discussions with the other Party.

42. Audit

The Vendor shall be subject to annual audit by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/ Software) and services etc., provided to the Bank and the Vendor is required to submit such certification by such Auditors to the Bank.

The Vendor and or its /their outsourced agents/sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the

efficiency and effectiveness of the security, control, risk management, governance system and process created by Vendor.

The Vendor shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Vendor. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 2 days (two days) to the Vendor before such audit and the same shall be conducted during the normal business hours.

Where any deficiency has been observed during the audit of the Vendor on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Vendor shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the Auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Vendor shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

The Vendor further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by the Vendor. However, the Vendor shall not be obligated to provide records/data not related to the services provided under the said Agreement/Contract (e.g. internal cost breakup etc.).

43. Non-assignment

The Vendor agrees that the Vendor shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including the Vendor's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership, etc., this Agreement/Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Vendor under this Agreement/Contract.

44. Disaster Recovery Management

Bidder should setup DC-DR for proposed application including database log-based replication and transaction-based replication. Application installed at DR

site should be sync with application with DC side. DR site Database should be sync with primary site DB where all transactions are performed, as per Bank RTO.

At least first 4 DR drills to be conducted by the selected bidder where the selected bidder has to ensure to get the back-to-back support from the respective OEMs for successful DR drill of the proposed solution and training to be given to the UCO Bank's staff. Subsequently all DR Drill to be performed by the selected bidder. The selected bidder should also ensure proper disaster recovery management with work-flow based monitoring, management and troubleshooting features.

Database Recovery

- Create & implement database recovery solutions in consultation with Bank's team
- Recovery of database at primary and standby as per case
- Restoration activities (from backup media)
- Database recovery using the physical & logical backups
- Support for DR Configuration
- Evaluating current backup, recovery, & data replication procedures & providing recommendations for improving those procedures

Database Backup restore

- Manage Database backup/ restore schedule, administration (RMAN Backup)/Scheduled Backups and others
- Data Deletion & Purging/archival activity
- Purging of tables based on availability of space on a regular frequency (Frequency to be decided)
- Consolidating all database backups & Transaction log backups at a single file Server
- Perform database backup, restore and recovery routines.
- Compliance, review and updates to database standards documents

Database Capacity Management

- Estimate & recommend database requirements based on received data from Database Performance team and Business projections (Half-yearly/ As and when required)
- Perform Database Space analysis
- Alignment to purging policy
- Review archive logs requirements
- Customizations required at DB level

45. Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any Applicable Law, and if the rights or obligations of the Parties under this Contract/ Service Level Agreement will not be materially and adversely affected

thereby (a) such provision will be fully severable; (b) this Contract/Service Level Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never been comprised a part hereof; and (c) the remaining provisions of this Contract/ Service Level Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

46. Blacklisting

Grounds For Disqualification & Blacklisting

(A) Notwithstanding anything contained in this document, any Bidder/selected Vendor shall be disqualified when –

- i. any Bidder who have been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority as on date of the publication of this Tender/Procurement;
- ii. any bidder whose Contract/Agreement with any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority has been terminated before the expiry of the Contract/Agreement for breach of any terms and conditions at any point of time during the last five years;
- iii. any Bidder whose Earnest Money Deposit and/or Security Deposit have been forfeited by any Bank / Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory/Statutory Authority, during the last five years, for breach of any terms and conditions.

(B) Further disqualification can be imposed by the Bank in accordance with the procedures established, which may include but not limited to the following grounds, either at the stage of Competitive Bidding or at the stage of implementation of the Contract:

Commission of any act of:

- i) submission of a bid, proposal or any other document that is known or should be known by the Bidder to be false, misleading or non- meritorious or to

contain false information or concealment of information which will influence the outcome of the eligibility screening/selection process;

- ii)** any documented unsolicited attempt by the Bidder to unduly influence the decision making process of the Bank while determining the eligibility screening/selection process in favour of the Bidder;
- iii)** unauthorized use of one's name or using the name of another for purpose of bidding;
- iv)** breach of the terms of a public contract by a wilful or material failure to perform in accordance with the terms thereof;
- v)** withdrawal of a bid, or refusal to accept an award, or enter into contract with any Bank/Financial Institution/Central Government/State Government/ any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory Authority without any justifiable cause, after the Bidder had been adjudged as having submitted the lowest calculated Responsive Bid or highest rated Responsive Bid;
- vi)** refusal or failure to furnish the required performance security within the prescribed time frame;
- vii)** refusal to clarify or validate the Bid submitted, in writing, within a period of seven (7) calendar days from receipt of the request for clarification if sought by the Bank;
- viii)** that may tend to defeat the purpose of the competitive bidding, such as but not limited to; an eligible Bidder not purchasing the bid documents or not complying with the requirements during the evaluation of bid or habitually withdrawing from bidding or submitting letter of non-participation for at least three (3) times within a year, except for valid reasons;
- ix)** lack of integrity or honesty or fraud, bribery, collusion or conspiracy;
- x)** failure by the Bidder/Vendor, due to solely his fault or negligence, to mobilize and commence the work or perform within the specified time period, as specified in the Tender Document, including but not limited to the Request for Proposal/ Request for Quotation/ Agreement/Letter of Intention/Purchase Order etc.,;

xi) failure by the Bidder/Vendor to fully and faithfully comply with its contractual obligations without valid cause, or failure to comply with any written lawful instruction of the Bank or its representative(s) pursuant to the implementation of the Contract, which may include but not limited to the following:

- a. Employment of competent technical personal, competent engineers and/or work supervisors;
- b. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
- c. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
- d. Deployment of committed equipment, facilities, support staff and manpower; and
- e. Renewal of effectively date of the performance security after its expiry during the tenure of the Contract.

xii) assignment and subcontracting the Contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Bank;

xiii) for the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract;

(C) Any parameters described, *supra*, attributable to any Partner/Director shall be construed as disqualification for the Firm/Company, as the case may be.

(D) The Bank will have the discretion to disqualify the Bidder/Vendor and/or initiate the process for blacklisting the Bidder/Vendor and may also entail forfeiture of performance security furnished by the Bidder/Vendor. "

47. Non-Disclosure

By virtue of Contract, as and when it is entered into between the Bank and the bidder, and its implementation thereof, the bidder may have access to the

confidential information and data of the Bank and its customers. The bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:-

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

48. Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

49. Escrow

- i. The Source Code should be escrowed.

- ii. The Parties will enter into an escrow agreement with an escrow agent, identified by the Bank and the Vendor ("Escrow Agent") for keeping the source code of the Software in Escrow.
- iii. Escrow Agreement will be tripartite among the Vendor, Bank and the Escrow Agent.
- iv. The Bank shall be within its rights to access the Source Code in the event of liquidation or winding up of Bidder or Bidder discontinuing providing services as per this Agreement. The Vendor will be responsible for all expenses in relation to escrow arrangement, but not limited to payment of any associated escrow fees on initial deposit and subsequent deposit during the contract period.

Tender Offer Forwarding Letter

To,
Deputy General Manager (DIT)
UCO Bank, Head Office,
Department of Information Technology
7th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064

Dear Sir,

Sub: RFP for Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we, the undersigned, hereby enclose our offer for "Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud" mentioned in the RFP document forming Eligibility, Technical and Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility, Technical and Commercial Bids by The Bank we undertake to Host, Redesign and Maintain Bank's Website on Meity empanelled Cloud as per your purchase orders.

In the event of our selection by the Bank for Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud, we will submit a Performance Guarantee for a sum equivalent to 3% of the Project Cost to be valid for a period of **63 months (60 months+ claim period of 3 months)** in favour of **UCO BANK** effective from the month of execution of Service Level Agreement.

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

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

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

Bank may receive.

We enclose the following:

1. DD No. _____ Dated for Rs. _____ (Rupees _____ Only)
as Cost of RFP Document
2. Earnest Money Deposit is enclosed in the bid document

Dated this day of 2022

Signature:

(In the Capacity of)

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

General Details of the Vendor

A. Profile of Vendor

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

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

| | 2019-20 | 2020-21 | 2021-22 |
|--------------------------------------|---------|---------|---------|
| Net Worth | | | |
| Turnover | | | |
| Net Profit (Profit After Tax) | | | |

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

C. Proposed Service details in brief

- Description of service :
- Details of similar service provided:

Details of Experience in the field of Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud

| Scheduled Commercial Bank / PSU/RBI/SEBI/IBA | | |
|---|---------------|-----------|
| Name of Organization | Period | |
| | From | To |
| | | |
| | | |

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

Place: AUTHORIZED SIGNATORY

Date: Name:

Designation:

FORMAT OF EARNEST MONEY DEPOSIT (EMD)

To,
Deputy General Manager (DIT)
UCO Bank, Head Office-II
Department of Information Technology
7th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064.

Dear Sir,

Ref: RFP for Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud

In response to your invitation to respond to your RFP for Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud, 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 Implementation of on-premises Private Cloud Infrastructure 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 ` _____/- (Rupees _____ only) as EMD as required to be submitted by the 'Vendor' as a condition for participation in the said process of RFP.

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

If the Vendor withdraws his proposal during the period of the proposal validity;

Or

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

We undertake to pay immediately, on demand to UCO Bank, the said amount of Rupees _____ 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 ` _____
(Rupees ____ only).
2. This Bank guarantee will be valid up to ____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before_____.

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

Yours faithfully,

For and on behalf of

_____ Bank

Authorised official

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

Format of Performance Bank Guarantee (PBG)

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

under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

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

Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) only.
- b. This Bank Guarantee shall be valid upto and

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

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

Yours faithfully,

For and on behalf of

_____ Bank

Authorised Official

Note:

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

**UNDERTAKING FOR NON-BLACKLISTING / NON-DEBARMENT OF THE BIDDER
TO BE STAMPED AS A DECLARATION & DULY ATTESTED BY A NOTARY**

Sub: RFP for Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud

- 1) I/We, Proprietor/Partner(s)/Director(s) of M/s..... hereby confirm that I/We have read and understood the eligibility criteria and fulfil the same.
- 2) I/We further confirm that all the information furnished by me/us, as per the requirement of the Bank, have been included in our bid.
- 3) I/We further 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.
- 4) *I/We further hereby declare that I/We have not been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory Authority or any other Statutory Authority as on date of the publication of this Tender/Procurement.

(OR)

I/We further hereby declare that the Proprietorship Concern/Partnership Firm/Company/..... (if any other entity) namely M/s was blacklisted/debarred by.....(Name of the Authority who blacklisted/debarred) from taking part in their Tender/Procurement for a period ofyears w.e.f.to..... The period is subsisting/over on.....and now I/We is/are entitled to take part in Tender/Procurement.

- 5) I/We declare that no proceedings/inquiries/investigations have commenced/pending against me/us by any Statutory Authority/Regulatory Agency/Investigating Agency which may result in liquidation of company/ firm/proprietorship concern and/or may act as deterrent on the continuity of business and/or may hamper in providing the said services, as envisaged in this document.
- 6) I/We further hereby declare that no legal action is pending against me/us for any cause in any legal jurisdiction.

7) I/We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within the stipulated time.

***STRIKE OUT WHICH IS INAPPLICABLE**

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

Signature (1) (2)

(duly authorized to sign)

Name:.....

Capacity in which as executed:.....

Name & registered address of the Bidder:.....

Seal of the Bidder to be affixed

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

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

To,

**The Deputy General Manager (DIT),
UCO Bank, Head Office – II,
Department of Information Technology,
7th Floor, 3 & 4 DD Block, Sector – 1
Salt Lake, Kolkata – 700064.**

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

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

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref. No: UCO/DIT/1969/2022-23 Date: 01.11.2022 including all annexure, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the annexures of the said RFP.

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

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

Dated this _____ day of _____, 2022 .

Place: For M/s. [Seal and Signature(s) of the Authorized Signatory (s)]

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

To,
Deputy General Manager (DIT)
UCO Bank, Head Office
Department of Information Technology
7th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064

Sir,

Sub: RFP for Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud

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

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

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

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

Yours faithfully,

Authorised Signatory

Designation

Bidder's corporate name

Place:

Date:

Undertaking Letter on the vendor's letterhead for GST Law

**To,
Deputy General Manager (DIT)
UCO Bank, Head Office,
Department of Information Technology
7th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Dear Sir,

Sub: RFP for Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud

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

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

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Date:

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

**To
Deputy General Manager (DIT)
UCO Bank, Head Office,
Department of Information Technology
7th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Dear Sir,

Sub: RFP for Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud

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

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

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

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

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

Undertaking for No Deviation

To
Deputy General Manager (DIT)
UCO Bank, Head Office,
Department of Information Technology
7th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064

Dear Sir,

Sub: RFP for Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud

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

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

We undertake to execute Deed of Indemnity, Non-disclosure Agreement & provide Performance Bank Guarantee as per the annexure enclosed in the RFP, in case of emergence as a successful bidder.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Annexure – XI

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

| | 2019-20 | 2020-21 | 2021-22 |
|----------------------|----------------|----------------|----------------|
| Turnover | | | |
| Profit / Loss | | | |
| Net worth | | | |

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

To be e-mailed in .doc format

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

| RFP Page No. | RFP Clause Name/No. | Original RFP Clause | Query sought/ Suggestions of the Bidder |
|---------------------|----------------------------|----------------------------|--|
| | | | |
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PRE CONTRACT INTEGRITY PACT

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

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud hereinafter referred to as Stores and / or Services. And **M/s** _____ **having its registered office at** _____ **represented by** _____ **Authorised signatory**, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

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

3. Preamble

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

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

4. Commitments of the Buyer

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

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

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

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

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

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

competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

- (iv)** The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).
- (v)** Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- (vi)** Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- (vii)** Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary.

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

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

5.4 Agents / Agency Commission

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present

declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

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

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

7. Company Code of Conduct

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

8. Sanctions for Violation

8.1 If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify

the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

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

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

9. Compensation for Damages

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

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

10. Independent External Monitor(s)

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

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

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

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

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

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

10.7 The word "Monitor" would include both singular and plural.

11. Law and Place of Jurisdiction

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

12. Other Legal Actions

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

13. Integrity Pact Duration.

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

13.2 If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank .

13.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

14 Other Provisions

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

14.2 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

14.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

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

15. This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

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

17. The Parties here by sign this Integrity Pact.

BUYER

Signature:

Authorized Signatory

Department of IT

Place:

Date:

Witness:

(Name & Address)

BIDDER /SELLER

Signature:

Authorized Signatory (*)

Witness:

(Name & Address)

NON-DISCLOSURE AGREEMENT

(Confirmation of format should be enclosed with technical bid. Agreement to be executed on non-judicial stamp paper of requisite value by the selected bidder only.)

This Non-Disclosure Agreement is entered into on this day of..... 2022

BETWEEN

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

AND

.....(Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY** (Each of Bank and the vendor is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

WHEREAS the Vendor/Receiving Party is inter alia engaged for Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud as per the terms and conditions specified in the RFP Ref. No: UCO/DIT/1969/2022-23 Date: 01.11.2022. The Vendor/Receiving Party would be the single point of contact for this project.

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

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Arbitration and Equitable Relief.

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

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

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

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

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

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

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

12. General Provisions.

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

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

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

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

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

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

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

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

For and on behalf of

.....

Signature: _____

Name: _____

Designation: _____

Date: _____

for and on behalf of

.....

(The selected bidder)

Signature: _____

Name: _____

Designation: _____

Date: _____

ELIGIBILITY COMPLIANCE

| Sl. No. | Clause | Documents required | Compliance Yes/No |
|---------|---|---|-------------------|
| 1. | <p>Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on RFP issuance date.</p> <p>Companies registered as MSME Entrepreneur & still categorized as MSME as on RFP submission date.</p> <p>Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt. of India.</p> | <p>1. Certificate of Incorporation issued by Registrar of Companies along with</p> <p>2. Copies of Memorandum of Association</p> <p>3. Copies of Articles of Association</p> <p>4. Shareholding pattern</p> <p>5. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.</p> <p>Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.</p> | |
| 2. | <p>The bidder should have a minimum annual turnover of Rs. 3 Crores per year during the last three financial years i.e. 2019-20, 2020-21 & 2021-22. This must be the individual company turnover and not of any group of companies.</p> | <p>Copy of the audited balance sheet of the company for the consecutive last three financial years (2019-20, 2020-21 & 2021-22) should be submitted along with Chartered Accountant Certificate.</p> | |
| 3. | <p>The bidder submitting the offer should have positive net-worth for the last three financial years i.e. 2019-20, 2020-21 & 2021-22. This must be the individual company turnover and not of</p> | <p>Copy of the audited balance sheet of the company for the consecutive last three financial years (2019-20, 2020-21 & 2021-22) should</p> | |

| | | | |
|----|---|--|--|
| | any group of companies. | be submitted along with Chartered Accountant Certificate. | |
| 4. | The bidder should have experience of development / migration / implementation of at least two corporate websites of Scheduled Commercial Bank / PSU/RBI/SEBI/IBA, as per WCAG 3.0 guidelines (Level „A“ & Level „AA“ or above), IPv6 complaint in India or as per Guidelines of Indian Govt. for a minimum period of 3 continuous years, and should be under support as on date of bid submission | Copy of purchase order along with Satisfactory Client Certificate /Reference Letter / Sign off from customer mentioning the status of implementation of the project is to be submitted. <i>POCs done will not be treated as experience of the bidder.</i> | |
| 5. | The Proposed Public Cloud Service Provider should be MeitY empanelled as date of RFP publication, and should be MeitY empanelled throughout the contract period and comply with Cloud Guidelines issued from MeitY from time to time. | Supporting document should be submitted | |
| 6. | The Solution Provider should comply with the Bank's security policy and regulators i.e. Govt. of India / RBI / CERT-IN / NPCI/ DeitY/MeitY/SEBI/AMFI etc. guidelines; industry guidelines as well as complying with other country's regulatory guidelines wherever applicable | Self-declaration cum undertaking to be submitted | |
| 7. | The bidder should have at least CMMI (Capability Maturity Model Integration) level 3 certification | Certificate should be submitted | |

| | | | |
|----|--|--|--|
| 8. | Bidder should not have been debarred / black-listed by any Bank or RBI or any other regulatory authority or Financial Institutions in India as on date of RFP submission. | Annexure-VI should be submitted | |
| 9. | The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected. | Self-declaration to this effect on the company's letterhead should be submitted. | |

Technical Requirement:

The bidder shall submit a datasheet for complying the scope of work and related technical /functional specifications as supporting document for proving/establishing the compliance confirmed on every point.

The bidder shall also extend additional features as per regulatory and security compliance if any, which is mandatorily required to run the solution in the big enterprise level environment, without any additional cost to the bank.

Technical/Functional Specifications of the Solutions

1. While designing the website, special care must be taken that the design and structure is Search Engine Optimization (SEO) friendly and optimization / scalability must be possible to increase SEO ranking of the pages. Unique page definition, proper well-defined URL structuring etc. to be adopted by the successful bidder.
2. The design and development at all stages to adhere to Bank's branding guidelines with regards to font, colour, text size etc.
3. Website should be optimized in all major OS platforms (Mac OSX, Windows OS and Linux and any other OS platform) for desktops, laptops, tablets, mobiles (etc.(Android , iOS, Bada, Blackberry OS, Symbian OS, Tizen OS, Color OS etc) , device agnostic (responsive design for desktops, laptops, tablets, mobiles etc) of and all browsers (Chrome, Safari, Firefox, Edge, IE etc), and fit-to-handset / tablet size.
4. Personalization of website for regular visitors/users should be included as an important module and customer journey needs to be defined for the same. Website should have capability to capture dynamic data of visitors at various levels (the number of times a visitor visits homepage/web pages, how much time is spent on each webpage, at what time in day it visits the website, from which device, location and any such information related to the visitor). All such information related to visitor access to the website to be available on Centralized Dashboard on real-time basis. Based on the such information, the integration / communication of information to related platform i.e. LPS, Call Centre etc. is required; to provide better service and support.

5. Exact visitor's count to be displayed on the home page of the corporate, websites (for all languages' websites). Summary of each website to be available in the centralized dashboard.
6. All the latest features in line with Industry standards to be developed and deployed by vendor during contract period without any additional cost.
7. Links of PlayStore, AppStore, and other such stores should also be present for mobile site visitors.
8. All locators (branch / ATM, BC Points) should have Google map integration with directions and address of the branch / ATM. The locators need to be geo location enabled, wherein the user will be by default shown the branch / ATM of the location that the user is accessing the website from. -
9. Locator with search facility to be developed for the location based services like: ATM / branch finder / E – lobby/ BC points etc. The locator should be integrated with Google Maps / navigational systems, bidder to secure the required license without additional cost to the bank. Bank will provide LAT-LOG information for all locations. Maps integration, if required with Bank services, to be done. Locator should ask visitor to detect its location and accordingly detect the current location of visitor and suggest all available nearby options with directions to reach that place. Also, a search bar should be included in locator with floating search option for visitor to search any desired location.
10. Search Facility to support, searching branch / BC based on the services available (i.e. PPF, Locker etc).
11. Social media plugins wherever necessary to easy sharing of pages/content/articles to be provided.
12. Calculators (EMI/RD/FD/all deposit calculators etc.); Calculators such as EMI Calculator for Home Loan, Car Loan, Personal Loan and other products with a graphical representation also should be included; should be developed and implemented by the bidder as per the existing website and also during the contract as per requirement of the bank, without any extra cost to the bank.
13. Websites to have blog section with various segments to organize and host articles for viewers. The blog section to have features like attractive and interactive display, efficient use of images / infographics / videos, comment section for visitors, directory of articles etc. An admin user to be provided for

the bank to authorize and reply to the comments on article. The blog / articles to have functionality of automatic interlinking to relevant product pages. The blog should be developed keeping in view the SEO best practices.

- 14.** Responsive & Retina Ready: Site should be fully responsive and ready for retina displays. Customers should get best user experience of website looks on tablets and mobile devices adapting to the screen size layout.
- 15.** Navigation to be simple, easy and intuitive. Customer journey should be defined for every targeted segment.
- 16.** Site map should be prepared and made available by the bidder.
- 17.** Design should be such that pages are not cluttered. Intuitive design, i.e. customer need not to work hard to find where they need to go. It should have Quick Search option; drop down on home page to enable the visitors to directly navigate the page they choose.
- 18.** Modern, trendy with easy to navigate with advanced features to support text, image, audio, video, and combination (multi media) posting.
- 19.** Website should also be optimized to work in low bandwidth places / devices.
- 20.** Home page and other pages of website should have high response time for visitors. Loading time / Response Time of the website as well as webpages should be less than 3 second.
- 21.** Dynamic display of content/banners feature should be made available by the successful bidder. The content/banner to be displayed on the interest/website journey/usage pattern of the users.
- 22.** Relevant iconography & infographics to be used to represent processes and instructions.
- 23.** Text should not spam across the screen width which makes it difficult for user to read copy.
- 24.** Short durations videos may be used on the site however heavy size videos should be loaded from YouTube/Video

- 26.** The design should organize business logic and presentation logic separately while developing and implementing the proposed system. Thus, restricting the database queries to be inserted inside the presentation and business logic, rather, it should be written in the database only.
- 27.** Design to be attractive, latest technology based and should facilitate availability of information with minimum clicks with logical and intuitive flow.
- 28.** Website should be mobile, tablet and similar device compatible (mobile first strategy to be adopted). All major browser and platforms should be supported.
- 29.** The sites should be fully optimized.
- 30.** Images should be used intelligently on home page and in all main sections. Images used should be of high resolution and there should be no copyright issue currently or in future. Icons used should be attractive and self-explanatory. Image should be SEO optimized to maintain site speed.
- 31.** Parallax Effect & Video Background should be done aesthetically to give a smooth transition, easy on eyes and can include videos, put text, images, buttons or other graphical elements for a great looking sections
- 32.** Images and contents should be adaptive and responsive to all formats, browsers, devices, operating systems, screen sizes, resolutions, etc.
- 33.** Standardized use of design elements so that user can identify content items with ease. For example, call to action (CTAs) should be of some standard color and style as approved instead of using different styled CTAs on different pages.
- 34.** Website to conform to the international accessibility standards, the World Wide Web Consortium (W3C), GIGW Govt. of India Guidelines for websites and the Web Content Accessibility Guidelines (WCAG) 3.0 Level AAA, Google Core Web Vitals and as issued from time to time.
- 35.** Develop and deploy the website with latest technology Content Management System (CMS).The source code has to be tested for security vulnerabilities by 3rd party. To get to the minimum vulnerability level, the bidder may need multiple rounds of security testing at their end before the application is migrated to production.

Hosting Specifications:

36. The Bidder should offer Cloud based service in Bank's name to host Bank's website in India.
37. The Cloud service provider partnered with by the bidder should be in the Ministry of Electronics & Information Technology Govt of India (MeitY) empanelled list for cloud service providers (CSP) on the date of bid submission and on an ongoing basis; and to ensure to provide Cloud Computing Services, during the whole period of contract. The model should be including SaaS and DRaaS.
38. The Cloud Service Provider should comply with Cloud Guidelines as issued from MeitY presently and in future.
39. The bidder should comply Data Localization guidelines as issued by GOI, RBI and other authorities.
40. If due to any reason, the CSP empanelment is discontinued by MeitY, the vendor will migrate the bank application & related setup to other MeitY empaneled CSP setup within 3 months without any additional cost to the Bank.
41. The Vendor Infrastructure used for hosting Bank's setup shall be certified with ISO27001 certification on an ongoing basis. The relevant evidences shall be shared with the bank yearly.
42. As per vendor risk management program of the Bank, relevant compliance evidences shall be shared by the vendor with Bank for processes like Patching, VA/PT, User access review, application security testing, SCD , DR Drill & fail over testing, CSITE advisory compliances, Awareness trainings etc

Certifications, attestations and authorizations for the Cloud:

43. The cloud service provider (CSP) shall at least have the following certifications, in addition to MEITY accreditation.
 - ✓ SSAE16 SOC1 Type II, SSAE SOC2 Type II, ISO/IEC 27001:2013, ISO/IEC 27002, ISO/IEC 27017 and ISO/IEC 27018, ISAE 3402
 - ✓ RBI/Gol/ regulatory authorities guidelines and mandates on Cloud Computing

✓ CERT-in guidelines as and when they are released and become applicable

44. The Bank as well as the regulators shall have the right to supervise controls on the cloud. Additionally, the Bank if necessary shall be entitled to:

- i. Assess the services' controls and effectiveness;
- ii. Access data related to service operations
- iii. Maintain insight into operational risks of the services
- iv. Be provided with notification of changes that may materially impact the cloud service providers' ability to provide the services
- v. Access to subject matter experts and external auditors; and Provide feedback on areas for improvement in the services.

45. CSP& Bidder will provide the undertaking of confirmation of renewal of MeitY empanelment, in case remaining empanelment tenure is less than the contract period

Technologies to be used on Cloud:

46. The infrastructure elements including server, storage (including backup storage) and network of the Cloud to bank should provide strong tenant isolation, provide granular identity and access management capability and encryption and be logically separate from the public and other cloud offerings of the cloud service provider. There should be logical separation (of servers, storage, network infrastructure and networks) to protect data, applications and servers and provide robust virtual isolation for the Cloud to bank.

47. The cloud service offering shall support Network and security with dedicated firewall and load balancer integration for auto-scale functions.

48. The management consoles should only show the data relevant for the Bank.

49. All the physical, environmental and security features, compliances and controls of the Data Center facilities (as required under this RFP and in line with industry standards) shall be enabled for the Cloud Service Offerings.

50. In case, the CSP provides Database System Software as a Service for the Bank, the database shall be a dedicated installation for the Bank.
51. The below mandatory requirements are applicable for website for hosting in cloud deployment models.
- i. The website must be available 24 X 7 X 365. The security and integrity of the database and the website has to be maintained under all circumstances.
 - ii. The website should be industry standard corporate secured website.
 - iii. The bidder has to host Bank's website on a dedicated server in a data centre hosted in India which is at least of tier III category (preferably in Bangalore), along with backup server. Address and other details of the location of the server/ backup server in India to be furnished.
 - iv. DR & DC cloud setup for the website should be on Tier III (at least) category data centre hosted in India and DR should be in a different seismic zone from the primary Data Centre. The bidder must provide details of the DC - DR Data centre locations & required items (hardware/software or otherwise) for the said type of deployment of website in its response to this RFP.
 - v. Bidder has to conduct successful DR Drill at least quarterly once as per Bank's RPO & RTO.
 - vi. The bidder should use only licensed software for website development and should be hosted on a licensed infrastructure. Bidder has to take the prior permission from the Bank before using any open source software.

Data Residency:

52. The Cloud Service provider shall ensure that no data of the Bank is stored in data centers outside India and would provide audit access to regulator of the environment, whenever there is an audit requirement. Complete data of the Bank including data at primary data center and secondary data center shall reside in India.

Lock-In:

53. Bank shall have the leverage of migrating in and out of the cloud, and there shall be no lock-in period either.

Data

54. Bidder and Cloud service provider (CSP) appropriate and adequate measures shall be taken to ensure data security.

Data Ownership

55. The ownership of the data shall always reside with the Bank. The Bidder / Cloud Service Provider will only act as a custodian of Bank's data. No part of the Bank's data shall be used by the Bidder / Cloud Service Provider for any purposes including but not limited to marketing and data mining. UCO Bank will have copyright on all content and media hosted in the website.

Data Privacy and Data Protection:

56. The Bidder / CSP shall ensure that the data that is stored on the cloud is protected and appropriate policies and controls are put in place to provide data privacy and protection. The bidder / CSP shall adhere to all laws pertaining to data privacy and protection that are applicable as per the Banking Guidelines in India and in overseas countries. The bidder / CSP shall also ensure that necessary enhancements are made to the services provided whenever there are changes sought either by the regulators or Government of India and overseas countries.
57. The bidder shall notify the Bank of legal requests from Governments or Authorities for the Bank's data and insist that correct legal processes are being followed in providing the data. The Bank shall be notified of any cyber forensic investigation that is being carried out in the area that also hosts the Bank's data and applications.
58. In case of any breach service provider should notify bank immediately.
59. Bidder shall not allow any audit activities of the Bank's infrastructure on the cloud without getting the written permission from the bank.
60. Bidder should ensure periodic Vulnerability Scanning and Penetration Testing of the Cloud set up as per Bank's Policy, regulator/government authorities' prescription in this regard.

Data Management and Availability

61. Data Availability is one of the prime concerns of mission and safety critical organizations like Banks.
62. The bidder needs to ensure that Bank is provided with service around the clock.
63. Manage data isolation in a multi-tenant environment.
64. Transfer data back in-house either on demand or in case of contract or order termination for any reason.
65. Provide and implement security mechanisms for handling data at rest and in transit's shall not delete any data at the end of the agreement (for a maximum of 90 days beyond the expiry of agreement) without the express approval of the Bank.

Data Security

66. Data should be encrypted and stored in Cloud Server. Data security shall be further enhanced by implementing firewall to isolate confidential information. Secure network protocol shall be used when connecting to a secured information store.
67. Compromising data by deletion of records without backup of original content, unlinking a record from a larger context, loss of encoding key and access to sensitive organizational data, pose a definite threat to the users. Proper data protection techniques shall be used and all legal laws are adhered to by the CSP / bidder.
68. The bidder shall work with the Bank to ensure that Security guidelines issued by industry bodies like IBA, IDRBT, DSCI, CERT-Fin, RBI etc. are adhered to.
69. The encryption algorithm for storing critical and sensitive data on the Cloud may be AES 256 in CBC mode or equivalent. Secure destruction by secure wipe routines and checking successful execution of erasure of file/data shall be ensured as detailed above.
70. User Access Review report to be submitted quarterly

Data in-transit

71. Data transfer from Bank's Data Centre to Cloud Server wherever applicable, encrypted using Cryptographic algorithms, as per Industry Standards (using AES 256 in CBC mode or equivalent). Depending on the sensitivity of data, Bank may take decision accordingly. TLS (Transport Layer Security) and SSL (Secure Sockets Layer) data encryption methods must be used for data protection.

Data Accessibility

72. Data privacy should be assured by the CSP/bidder.
73. There should be 2FA implementation for accessing data/servers by the Bidder, Bank Official.
74. Apart from sharing of data to Bank as per the Bank requirements. Bidder needs to share the complete data to the Bank on quarterly basis
75. Bidder has to ensure that all data has been stored properly. Data of the whole contract period should be available with the Bidder for onward submission to the bank based on the requirement / request. Data can be archived after two years but should not be deleted during the contract period.
76. All the data must be shared with the Bank (entire contract period data), in case Bank is moving to some other Service provider. Bidder can delete the data only after Bank's confirmation

Audit

77. The hosting of Bank's website should comply all existing and all future Regulatory Charges, Government Levies, NPCI, Statutory Authority etc., Non-Regulatory Charges, any other Charges (existing or in future), Charges by Any / All Telecom operators, Bandwidth Charges, SEO Activities, Ongoing UI/UX related changes, Analytics and UI/UX Audits, SSL certificate (purchase/renewals), Certification Cost and its compliance, VA/ PT Cost and its compliance, SAST/DAST and its mitigation/ compliance, Changes/ Customization / Development as per non-regulatory, bank's requirements, Changes/ Customization / Development as per Regulatory Requirements (RBI, DFS, IBA, NPCI, CERT-IN, NCIIPC etc.), Changes/ Customization / Development EASE Requirements , to be quoted by the bidder during bid submission

78. The bidder and its employees shall follow and comply with the procedures and policies, applicable to the scope of work mentioned above laid down by the Bank vide IS Policy, IT Policy and other Bank policies from time to time and also extend full cooperation to the auditors designated by the Bank.
79. Depending on the sensitivity and criticality of the services or data provided, the Bank will consider commissioning or requesting a review of the vendor's internal control structure for ensuring that any confidential/restricted/internal information of the Bank is maintained securely. The vendor shall assist and cooperate with the Bank auditors in a way as they are expected to assist and cooperate with their audit.
80. The Bank as well as the regulator shall have the right to inspect and audit the cloud services being provided to the Bank. The bidder shall ensure that appropriate changes are done as recommended by the regulators, if any. Periodical physical audit reports shall be submitted by the bidder to Bank for better Monitoring.
81. Rights to audit the CSP's compliance with the agreement including rights of access to the provider's premises where relevant records and Banks data is being stored.
82. Rights for the bank to ask for the Roles and Responsibilities chart from the CSP/bidder.
83. Rights for the Bank to participate in the external audit of the CSP/bidder.

Backup and Disaster Recovery

84. In the event of a site failover or switchover, DR site will take over the active role, and all requests will be routed through that site. Application data and application states will be replicated between data centers so that when an outage occurs, failover to the surviving data center can be accomplished within the specified RTO. This is the period during which the Compute environment for the application shall be equivalent to DC. The installed application instance and the database shall be usable and the same SLAs as DC shall be provided.
85. The use of this Full Compute DR environment can be for specific periods during a year for the purposes of DC failure or DR Drills or DC maintenance. The Database and storage shall be of full capacity and

the licenses and security shall be for full infrastructure. The bandwidth at the DR shall be scaled to the level of Data center. Users of application should be routed seamlessly from DC site to DR site. The bidder shall conduct DR drill as and when requested by the Bank for the duration specified by the Bank wherein the Primary DC has to be deactivated and complete operations shall be carried out from the DR Site. However, during the change from DC to DRC or vice-versa (regular planned changes), there should not be any data loss.

- 86.** It has to be ensured that all functionalities as available in DC site will be available from DR site.
- 87.** The Bidder should offer dashboard to monitor RPO and RTO of each application and database. The bidder shall clearly define the procedure for announcing DR based on the proposed DR solution. The bidder shall also clearly specify the situations in which disaster shall be announced along with the implications of disaster and the time frame required for migrating to DR. The bidder shall plan all the activities to be carried out during the Disaster Drill and issue a notice to the Bank at least two weeks before such drill.
- 88.** Cloud service should support auditing with features such as what request was made, the source IP address from which the request was made, who made the request, when it was made, and so on.
- 89.** Cloud platform should provide Edge-to-Edge security, visibility and carrier-class threat management and remediation against security hazards like Denial of Service (DoS) and Distributed Denial of Service (DDoS) attacks, botnets, etc. Also, shall provide protection against network issues such as traffic and routing instability.
- 90.** Cloud offering should have built-in user-level controls and administrator logs for transparency and audit control.
- 91.** Cloud Platform should be protected by fully-managed Intrusion detection system using signature, protocol, and anomaly-based inspection thus providing network intrusion detection monitoring.

**Compliance to be submitted by bidder in the below format for required
Technical Specifications as per scope of work**

| <u>Sl. No.</u> | <u>Minimum Requirement</u> | <u>Compliance (Yes/No)</u> |
|-----------------------|--|---------------------------------------|
| 1. | Revamping/ Redesigning, hosting and migration of existing websites (Corporate, Regional and Global sites) and development of additional websites, complying with all the features as mentioned in the scope of work of this RFP | |
| 2. | UI/UX requirements | |
| 3. | Security requirements | |
| 4. | Content Management System | |
| 5. | Scalability to integrate with various systems; and to add more regional languages under corporate website in future and maintenance thereof, | |
| 6. | SEO & Digital Marketing | |
| 7. | Analytics | |
| 8. | Website to conform to the international accessibility standards, the World Wide Web Consortium (W3C), GIGW Govt. of India Guidelines for websites and the Web Content Accessibility Guidelines (WCAG) 3.0 Level AA | |
| 9. | Website should be optimized in all major OS platforms (Mac OSX, Windows OS and Linux and any other OS platform) for desktops, laptops, tablets, mobiles (etc.(Android , iOS, Windows etc) , device agnostic (responsive design for desktops, laptops, tablets, mobiles etc) of and all browsers (Chrome, Safari, Firefox, Edge, IE etc), and fit-to- handset / tablet size. | |
| 10. | Branch / ATM Locators with geo-tagging enabled , with advanced search facility | |
| 11. | Advanced / intelligent and predictive search | |
| 12. | Development of Plugins/Calculators (EMI / Deposit/loan etc) (Various calculators, Expenditure Manager, Retirement | |

| | | |
|-----|---|--|
| 13. | Dynamic Site map and Voice search facility | |
| 14. | Website layout designs for Home page and inner pages | |
| 15. | Personalization of website for regular visitors/users should be included as an important module and customer journey needs to be defined for the same. | |
| 16. | Migration, Development and Implementation of Website and maintenance thereof in line scope and best industry standards | |
| 17. | Website should be scalable and have feature to include multilingual capabilities, news, announcements, multimedia posts, audit trail, site search, photo gallery sliders in modern/trendy design etc.(all standard features) | |
| 18. | POC, Presentation & interactions, references | |
| 19. | Compliance of Cloud Infrastructure (no limited to Data Security and Data Centre, Data Backup and Recovery etc.) in line with scope and technical specifications mentioned in RFP and best industry standards , and in compliance of regulatory guidelines | |
| 20. | Implementation of all regulatory and bank-specific requirements in the defined timelines | |
| 21. | Mandatory Compliance of EASE reforms requirements, as per Regulatory Requirements (RBI, DFS, IBA, NPCI, CERTIN etc.) from time to time during the contract period | |
| 22. | Apart from the above main features included in this table, all other points mentioned in the scope of work shall be complied (If no, please specify) | |

We confirm to comply all scope and technical specifications as per RFP and in line with best industry standards.

Place:
Date:

AUTHORISED SIGNATORY
Name:
Designation:

Bill of Material

| Sl. No. | Description | Unit | Specification | Additional Information |
|----------------|--------------------|-------------|----------------------|-------------------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |

Request for Proposal (RFP) For Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud

Masked Commercial bid

| Sl. No. | Item Description | Unit Cost (Excl. GST) (a) | Multiplication Factor (b) | Total Cost (Excl GST) c=a*b |
|--|--|----------------------------------|----------------------------------|------------------------------------|
| i | Cost of Hosting including maintenance and modifications per annum* | xxxx | 5 | xxxx |
| ii | One Time Migration Cost and other allied activities | xxxx | 1 | xxxx |
| III | Cost of Bandwidth Charges per annum* | xxxx | 5 | xxxx |
| IV | Cost of redesigning UI/UX revamping for entire setup | xxxx | 1 | xxxx |
| V | Major Customization Cost apart from SOW (per mandays to be quoted) | xxxx | 10 Mandays (indicative) | xxxx |
| Total Cost of Ownership (I+II+III+IV+V) in figure | | | | xxxx |
| Total Cost of Ownership (I+II+III+IV+V) in word | | | | xxxx |

- *Any other item not specified here to be factored by the bidder, to comply the technical specifications as per the RFP and best industry practices
- After redesigning & revamping of website, any major changes/customization apart from the "Scope of Work" will be on the basis of mutually agreed Mandays. Cost of Mandays will be fixed for entire contract period.
- Mandays for Major Customization Cost is for indicative purpose only to arrive at TCO. Actual Mandays may vary based on the Bank's requirement & mutually agreed Mandays.

- The payment is subject to deployment / implementation of all functionalities as mentioned above in the price bid format and RFP scope. In case any functionality as specified above is not implemented, No part payment under any line item will be made.
- Necessary changes / New page creation but not limited to Online Applications/ Dynamic Modules/data-entry forms containing basic CRUD operations, attractive UI/UX, Preview on last page before submission, option for uploading attachment, Print option after submission, Save & Next option on each page (intermediate saving in database before submission, in case form/application has multiple pages and 'resume filling of form later' option), generation of unique reference number (on 1st save of the form), validations, Admin page for reports to bank with search facility, encrypted saving on DB and decrypted reports, Integration with Bank's systems like SFTP, DMS, LPS, CBS, CRM / Digital Platform/ etc as per requirement of the bank, schedulers for file transfer, OTP generation for validation purpose, auto-email generation and auto-sms on submission, acknowledgement message to users etc, missed call service; during the warranty period to be factored by the bidder above.
- It has to be noted that all pages, features, functionalities, interfaces, modules etc. as made live and implemented in English/Hindi Website in line with scope of work, technical specifications, and in total as per RFP; the same pages, features, functionalities, interfaces, modules etc. including related translation and proofreading into respective languages to be replicated in websites, without any additional cost to the bank during the entire contract period. The translation cost to be borne by the bidder. No separate commercial will be payable by the bank.
- Ongoing UI/UX related changes during contract period will be covered under warranty / ATS.
- It is as per the discretion of the bank, not to migrate any particular website during the migration period. The same will be notified to the bidder & cost for that particular website will be omitted during payment in such case. Subsequently, applicable ATS will also not payable by the bank.

Important Notes:

- a. The calculation for arriving at TCO is properly mentioned in the appropriate columns and we confirm that the above-mentioned rates are accurate. In

case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same and it will be binding upon our company.

- b.** We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
- c.** We have not added or modified any clauses / statements / recordings / declarations in the commercial offer, which is conditional and / or qualified or subjected to suggestions, which contain any deviation in terms & conditions or any specification.
- d.** We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected
- e.** If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the Bank without any cost.
- f.** Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- g.** Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.
- h.** Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- i.** Please note that any commercial offer which is conditional and / or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.
- j.** All prices should be quoted in Indian Rupees (INR) only.
- k.** Bank will not communicate with OEM / OSD for any queries
- l.** We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
- m.** We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions.
- n.** We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.
- o.** We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- p.** In case of any discrepancy between figures and words, the amount in words shall prevail.

- q. Please note that any Commercial offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.
- r. All prices should be quoted in (INR) only.
- s. The TCO (Total cost of ownership) will be exclusive of GST and other applicable taxes. However the GST and other applicable taxes will be paid as per actuals.
- t. The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order to the selected bidder.

Place: _____ **Signature of Bidder:** _____

Date: _____ **Name:** _____

Business Address: _____

Request for Proposal (RFP) For Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud

Commercial bid

| Sl. No. | Item Description | Unit Cost (Excl. GST) (a) | Multiplication Factor (b) | Total Cost (Excl GST) c=a*b |
|--|--|----------------------------------|----------------------------------|------------------------------------|
| i | Cost of Hosting including maintenance and modifications per annum* | | 5 | |
| ii | One Time Migration Cost and other allied activities | | 1 | |
| III | Cost of Bandwidth Charges per annum* | | 5 | |
| IV | Cost of redesigning UI/UX revamping for entire setup | | 1 | |
| V | Major Customization Cost apart from SOW (per mandays to be quoted) | | 10 Mandays (indicative) | |
| Total Cost of Ownership (I+II+III+IV+V) in figure | | | | |
| Total Cost of Ownership (I+II+III+IV+V) in word | | | | |

- *Any other item not specified here to be factored by the bidder, to comply the technical specifications as per the RFP and best industry practices
- After redesigning & revamping of website, any major changes/customization apart from the "Scope of Work" will be on the basis of mutually agreed Mandays. Cost of Mandays will be fixed for entire contract period.
- Mandays for Major Customization Cost is for indicative purpose only to arrive at TCO. Actual Mandays may vary based on the Bank's requirement & mutually agreed Mandays.

- The payment is subject to deployment / implementation of all functionalities as mentioned above in the price bid format and RFP scope. In case any functionality as specified above is not implemented, No part payment under any line item will be made.
- Necessary changes / New page creation but not limited to Online Applications/ Dynamic Modules/data-entry forms containing basic CRUD operations, attractive UI/UX, Preview on last page before submission, option for uploading attachment, Print option after submission, Save & Next option on each page (intermediate saving in database before submission, in case form/application has multiple pages and 'resume filling of form later' option), generation of unique reference number (on 1st save of the form), validations, Admin page for reports to bank with search facility, encrypted saving on DB and decrypted reports, Integration with Bank's systems like SFTP, DMS, LPS, CBS, CRM / Digital Platform/ etc as per requirement of the bank, schedulers for file transfer, OTP generation for validation purpose, auto-email generation and auto-sms on submission, acknowledgement message to users etc, missed call service; during the warranty period to be factored by the bidder above.
- It has to be noted that all pages, features, functionalities, interfaces, modules etc. as made live and implemented in English/Hindi Website in line with scope of work, technical specifications, and in total as per RFP; the same pages, features, functionalities, interfaces, modules etc. including related translation and proofreading into respective languages to be replicated in websites, without any additional cost to the bank during the entire contract period. The translation cost to be borne by the bidder. No separate commercial will be payable by the bank.
- Ongoing UI/UX related changes during contract period will be covered under warranty / ATS.
- It is as per the discretion of the bank, not to migrate any particular website during the migration period. The same will be notified to the bidder & cost for that particular website will be omitted during payment in such case. Subsequently, applicable ATS will also not payable by the bank.

Important Notes:

- a. The calculation for arriving at TCO is properly mentioned in the appropriate columns and we confirm that the above-mentioned rates are accurate. In

case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same and it will be binding upon our company.

- b.** We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
- c.** We have not added or modified any clauses / statements / recordings / declarations in the commercial offer, which is conditional and / or qualified or subjected to suggestions, which contain any deviation in terms & conditions or any specification.
- d.** We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected
- e.** If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the Bank without any cost.
- f.** Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- g.** Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.
- h.** Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- i.** Please note that any commercial offer which is conditional and / or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.
- j.** All prices should be quoted in Indian Rupees (INR) only.
- k.** Bank will not communicate with OEM / OSD for any queries
- l.** We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
- m.** We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions.
- n.** We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.
- o.** We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- p.** In case of any discrepancy between figures and words, the amount in words shall prevail.

- q. Please note that any Commercial offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.
- r. All prices should be quoted in (INR) only.
- s. The TCO (Total cost of ownership) will be exclusive of GST and other applicable taxes. However the GST and other applicable taxes will be paid as per actuals.
- t. The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order to the selected bidder.

Place: _____ **Signature of Bidder:** _____

Date: _____ **Name:** _____

Business Address: _____

COMPLIANCE CHART**Compliance chart for submitting Sub: RFP for Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud**

| Sl. No. | Particulars | Compliance Status (Yes / No) | Page No. Of the bid document submitted |
|---------|---|------------------------------|--|
| 1. | Are Technical & Commercial bid submitted under separate sealed envelopes? | | |
| 2 | Is the Technical bid made in conformity with technical bid template as per Annexure XVI? | | |
| 3. | Is the Commercial bid made in conformity with Commercial template as Annexure XIX? | | |
| 4. | Are the Technical & Commercial Bids organized properly? | | |
| 5. | Are all the pages numbered properly and signed and stamped? | | |
| 6 | Is Earnest Money Deposit submitted? | | |
| 7 | Duly signed Annexures I to XXV are enclosed | | |
| 8. | Is the softcopies of the response of Technical, Functional and Commercial RFP submitted in separate? | | |
| 9. | Are document in support of all eligibility criteria submitted? | | |
| 10. | Are your solution complied with all Scope of work? | | |
| 11. | Is the Manufacturer Authorization Form submitted? | | |
| 12. | Audited Balance Sheet and Profit & Loss Account documents for the last 3 years | | |
| 13. | Power of Attorney/Authority letter issued by the competent authority for signing the Bid document on behalf of the company. | | |

For.....

(Signature and seal of authorized person)

Place:

Date:

Performa of letter to be given by all the Bidder participating in the UCO Bank RFP for Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud

To
Deputy General Manager (DIT)
UCO Bank, Head Office,
Department of Information Technology
7th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064

Sir,

Sub: RFP for Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud

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

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

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

Yours faithfully,

Authorized Signatory
Designation
Bidder's corporate name

(TO BE PROVIDED ON Rs.100/- STAMP PAPER)

Self-Certificate for Local Content

Date: __/__/____

I.....S/o, D/o, W/o.....resident of.....do hereby solemnly affirm and declare as under:

- 1) That I will agree to abide by the terms and conditions mentioned in the tender specification issued vide ref. no.....dated.....
- 2) That the information furnished hereinafter is correct to the best of my knowledge and belief and that I undertake to produce the relevant records before to any authority nominated by UCO Bank for the purpose of assessing the Local Content.
- 3) That the Local Content for all inputs which constitute the Goods (mention the procurement) has been verified by me and that I am responsible for the correctness and accuracy of the claims made therein.
- 4) That in the event of the Local Content mentioned herein is found to be incorrect and not meeting the prescribed norms of Local Content, based on the assessment of an authority so nominated by UCO Bank and that I will be liable as under Clause 9(f) of Public Procurement (Preference to Make in India) Order 2017, as amended.
- 5) That I agree to maintain all the information regarding my claim for Local Content in our records and that I shall make the requisite information available to UCO Bank as and when required.
- 6) That *I (name of Manufacturer) do hereby confirm in respect of quoted item(s) that the Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', I am eligible for Purchase Preference under 'Make in India' Policy vide Government of India Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide Orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

OR

That *I (name of Manufacturer) do hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under 'Class-II Local Supplier' Category.

7) That I submit as under:

| | |
|---|--|
| Name & Details of the Local Supplier (Regd. Office, Manufacturing Unit, Location, Nature of legal entity) | |
| Date on which this Certificate was issued | |
| Product for which the Certificate is issued | |
| Procuring Agency to whom the Certificate is furnished | |
| Percentage of Local Content claimed | |
| Name & details of the unit of the Manufacturer | |
| Sale Price of the Product | |
| Ex-Factory Price of the Product | |
| Freight, Insurance and handling | |
| Total bill of Material | |
| List & Total cost value of inputs used manufacture of the proposed Goods | |
| List & Total cost value of inputs which are locally sourced (Attach Certificates of Local Content from Local Suppliers, if the input is not in-house) | |
| List and cost of inputs which are imported (directly or indirectly) | |
| Any other information | |

8) That the details of the location(s) at which the local value addition made is/are as under:

| Sl. No. | Product Details | Name of Place |
|---------|-----------------|---------------|
| | | |
| | | |

For & on behalf of

Signature of the Authorised Signatory of the Bidder (insert name, designation & contact number)

Official Seal of the Bidder

Date:

*** Strike out whichever is not applicable**

Restriction on Procurement due to National Security

This Certificate should be submitted on the letterhead of the bidder duly signed by an authorized signatory

**To,
Deputy General Manager (DIT)
UCO Bank, Head Office,
Department of Information Technology
7th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Dear Sir,

Sub: RFP for Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud

1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."
2. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; / certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

Yours Faithfully,

Authorised Signatory,

Name:

Designation:

Vendors Corporate Name:

Address:

Email:

Contact No.

ESCALATION MATRIX OF ALL VERTICALS

(To be submitted on company letter head)

The escalation matrix up to top level of company is tabulated below in hierarchy-

| Sr. No. | Particulars | Level-1 Escalation | Level-2 Escalation | Level-3 Escalation |
|----------------|--------------------|--|--|--|
| 1 | | Name: Phone No: Cell No: Email: | Name: Phone No: Cell No: Email: | Name: Phone No: Cell No: Email: |

Yours faithfully,

Authorized Signatory (Name)

(Designation)

Note- Kindly mention escalation matrix of all verticals (support, sales and delivery of the company. There should be a single point of contact of senior level for verticals.

UNDERTAKING FOR SOURCE CODE AND APPLICATION SECURITY TESTING

To,
Deputy General Manager (DIT)
UCO Bank, Head Office,
Department of Information Technology
7th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064

Sub: RFP for Hosting, Redesigning and Maintenance of Bank's Website on Meity empanelled Cloud

We hereby undertake that our product has undergone following-

- i. Source code audit (Comprehensive analysis of source code for discovering bugs and security breaches and its compliance) has been done by..... (Name of Consultant). The summary on compliance /clearance of the same is attached with technical bid.
- ii. The solution has undergone SAST/DAST/IAST for application security testing and clearance /compliance of the same has been obtained from..... (Name of the firm). The same is in compliance of RBI guidelines (and its amendments) and best industry standards.
- iii. For any version change/upgrade, the solution undergone and cleared on both of above i.e. Source Code Audit and SAST/DAST/IAST for application security testing.

We also confirm that the above practices will be met by us for all the changes that we make in the application/ module on a regular basis during contract time.

Authorized Signatory (Service Provider/OEM (IF ANY))

Name-

Designation-

Place:..... Date: