

Request for Proposal (RFP)

For

Selection of Application Service Provider (ASP) for e-Procurement and Reverse / Forward Bidding Solution



Head Office-2

Department of Information Technology

5th Floor, 3 & 4 DD Block, Sector -1

Salt Lake, Kolkata-700 064

RFP REF NO: DIT/BPR & BTD/OA/3339/2018-19
Date: 16/11/2018

The information provided by the service providers 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 service providers and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever.

This document is prepared by UCO Bank for its requirement of e-Procurement and Reverse / Forward Bidding Solution. It should not be reused or copied or used either partially or fully in

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INTRODUCTIONS & OBJECTIVES

UCO Bank, a body Corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata- 700001, India, hereinafter called "The Bank", is one of the leading public sector Banks in India having more than 2900+ branches and 2100+ ATMs (including Biometric enabled ATMs) spread all over the country.

UCO Bank carries out procurement processes from time to time for various items / products to meet requirements of its offices / branches across the country. The Bank now proposes to conduct online e-Procurement and Reverse / Forward bidding by hiring an e-procurement service provider and using the service provider's infrastructure (like web portal, hardware, software and services) for managing & conducting the e-Tender and Reverse / Forward bidding events in order to achieve cost and time savings, process efficiencies and transparency in business interactions with its suppliers.

Against this backdrop, UCO Bank invites Request for Proposal (RFP) from the prospective Application Service Providers (ASP) having proven past experience and competence in the field of conducting online e-Tendering events for providing e-procurement and Reverse / Forward bidding services to the Bank.

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1. Invitation for Tender Bids

UCO Bank invites sealed tenders comprising of Eligibility Bid, Technical bid and Commercial bid from experienced service providers having proven capabilities of conducting online e-Tendering events for providing e-procurement and Reverse / Forward bidding services to the Bank as per the technical / functional specifications given in this RFP document.

The selected service provider 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 Bid Details are given below:

Tender Reference	DIT/BPR & BTD/OA/3339/2018-19 dated 16/11/2018
Cost of Tender Document	Rs.5,000/- (Rupees Five Thousand only)
Date of issue of RFP	16/11/2018
Earnest Money Deposit (EMD)	Rs.1,00,000/- (Rupees One Lakh only, in the form of BG)
Date of commencement of sale of tender document	16/11/2018
Pre-Bid queries submission Date	On or before 22/11/2018 up to 5:00 PM
Pre- Bid Meeting Date & Time	26/11/2018 at 03:00 M
Last Date and Time for receipt of tender bids	07/12/2018 at 3:00 PM
Opening of Eligibility and Technical bids	07/12/2018 at 3:30 PM
Opening of Commercial Bid	Will be informed subsequently to technically qualified service providers.
Address of Communication	UCO Bank, Head Office-2, Department of Information Technology, 5 th Floor,3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064.
Email address	hodit.calcutta@ucobank.co.in
Contact Telephone / Fax Numbers	Tel :033-4455 9758 / 75 Fax :033-4455 9063
Contact Person	Mr. Ravi Shankar Pathak Chief Manager (IT)
Bids to be submitted	Tender box placed at: UCO Bank, Head Office-2, Department of Information Technology, 5 th Floor, 3 & 4, DD Block, Sector -1, Salt Lake, Kolkata-700 064.
Note: Bids will be opened in presence of the service providers' representatives (maximum	

two representatives per service provider) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at 3:30 p.m. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No service provider shall be allowed to withdraw the bid.

2. Submission of Bids: General Terms and Conditions

Separate Eligibility, Technical and Commercial Bids duly sealed and super-scribed as "Eligibility Bid", "Technical bid" and "Commercial bid" (as per the format prescribed in Annexure – V, VI, VII & IX) respectively should be put in a single sealed outer cover duly sealed and super-scribed as **"Selection of Application Service Provider (ASP) for e-Procurement and Reverse / Forward Bidding Solution"** as per bid details given in the RFP. If the outer cover / envelope is / are not sealed & super-scribed as required, Bank will assume no responsibility for bid's misplacement or premature opening.

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

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

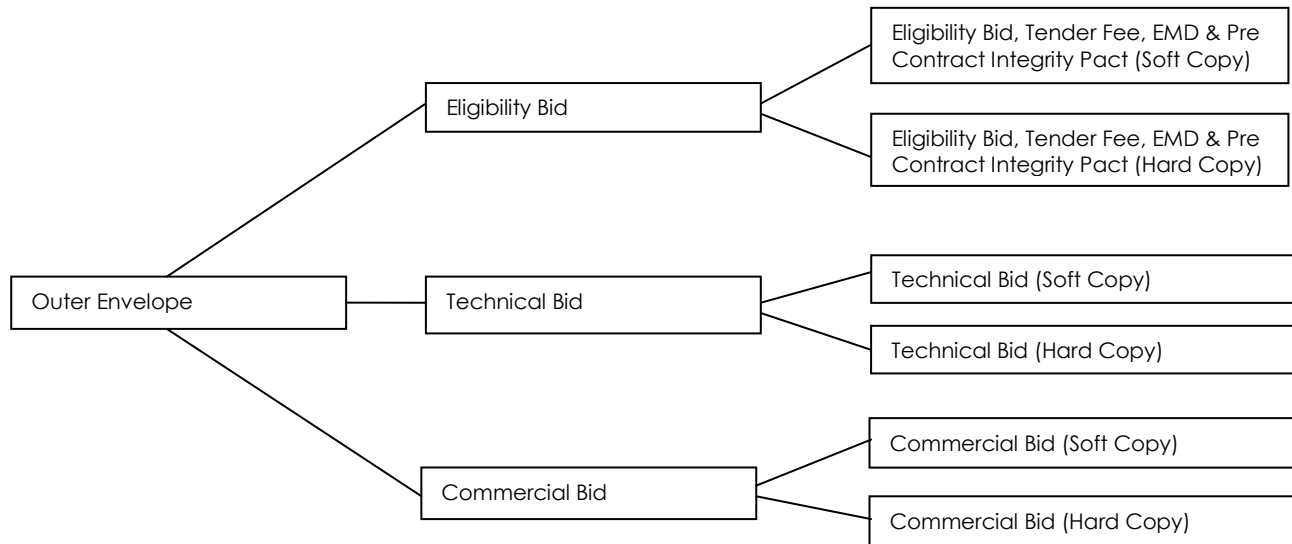
- Name of the Service Provider
- Offer Reference
- Type of Offer (Technical or Commercial)

The Eligibility / Technical Offer should be complete in all respects and contain all information asked for, in the exact format of eligibility / 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 (as per Annexure - XIV) on a non-judicial stamp paper of requisite value. The Eligibility / Technical Offer must not contain any price information. Tender Offer forwarding letter prescribed in Annexure – I should be submitted with the Eligibility / Technical Offer. UCO Bank, at its sole discretion, may not evaluate an Eligibility / Technical Offer in case of non-submission or partial submission of eligibility / technical details. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the service provider. 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 authorised signatory of the participating

service providers and 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 below diagram.



2.1 The commercial offer (Hard Copy) should contain all relevant price information.

2.2 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**.

2.3 Any inner cover / envelope of a bid, if found to contain both technical & commercial bids, then that bid will be rejected.

2.4 Any outer envelope if found to contain only the technical or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.

2.5 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.

2.6 The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.

2.7 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.

2.8 The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the service providers due to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating service providers.

2.9 Canvassing of any kind will be a disqualification and the Bank may decide to cancel the service provider from its empanelment.

3. Period of Validity of Bid

Bids shall remain valid for 180 (One Hundred Eighty) days after the date of bid opening prescribed by UCO Bank. UCO Bank reserves 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 service provider'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 service provider should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A service provider acceding to the request will neither be required nor be permitted to modify its bid. A service provider may refuse the request without forfeiting its bid security. In any case the bid security of the service providers will be returned after completion of the process.

4. Contract Period

The contract period for e-procurement and reverse / forward bidding services will be for a period of three (03) years from the date of issuance of LOI. The selected service provider must undertake to pass on the benefit of subsequent reduction in rate of GST, taxes, duties payable to govt. (if any) exchequer in this connection, to UCO Bank. The selected service provider must execute a Service Level Agreement (SLA) with UCO Bank for this purpose. Further, Bank shall review the performance of the selected vendor every month at Head Office / Zonal Office Level. UCO Bank reserves the right to terminate the agreement /contract at its sole discretion by giving one month's notice without assigning reasons. Any offer falling short of the contract validity period (Three Years from the date of LOI) is liable for rejection. In addition to the cancellation of SLA, UCO Bank reserves the right to forfeit / invoke the Performance Bank Guarantee / Security submitted to UCO Bank by the Service provider as well as blacklisting the Service provider. Bank further reserves the right to extend the contract for a period of one year after its expiry keeping terms and conditions of this RFP unchanged.

5. Tender Document & 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. The service provider participating in the RFP is required to submit a non-refundable fee of **Rs.5,000/- (Rupees Five Thousand only)** for **Selection of Application Service Provider (ASP) for e-Procurement and Reverse / Forward Bidding Solution** through NEFT mode on or before the date & time of technical bid submission. The service provider has to provide Bank with the UTR no. generated after the NEFT (hard copy of the receipt generated should be submitted along with the bid documents), failing which the bid of the concerned service provider will be rejected.

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

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

The Deputy General Manager , UCO Bank, Head Office – 2, Department of Information Technology, 3 & 4 DD Block (5th Floor), Sector – I, Salt Lake, Kolkata – 700 064.	Phone no: 033-4455 9775/9758 Fax no: 033-4455 9063 E-Mail: hodit.calcutta@ucobank.co.in
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6. Earnest Money Deposit

The service provider(s) must submit Earnest Money Deposit in the form of Bank Guarantee in favour of UCO Bank, payable at Kolkata (as per the format prescribed in Annexure - XI) for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
Selection of Application Service Provider (ASP) for e-Procurement and Reverse / Forward Bidding Solution	Rs.1,00,000.00/-

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful service providers will be returned to them on completion of the procurement process. The EMD of selected service provider(s) will be returned on submission of Performance Bank Guarantee.

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

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

The Earnest Money Deposit will not bear any interest and this amount shall be forfeited in the event of any evasion, avoidance, refusal or delay on the part of service provider to sign and execute the Purchase Order / Service Level Agreements or any other documents, as may be required by the Bank if the bid is

accepted. Any decision of the Bank shall be final, conclusive and binding on the service provider.

7. Bid Price

Prices quoted by the service provider shall be fixed. The bid price should be quoted by the service provider as per format given in Annexure – IX of the RFP.

The unit price should be inclusive of all taxes, duties, levies, charges, insurance, etc. except GST as applicable from time to time shall be paid separately. In case of any variation (upward or downward) in GST quoted separately which has been included as part of the price bid, such variation will be borne by or passed on to the Bank. Variation would also include the introduction of any new tax / cess.

It will be the responsibility & liability of selected service provider to levy applicable taxes & duties in terms of Government guidelines from time to time. All taxes should be quoted at prevailing rates at the time of bid submission. Any variations in the taxes quoted by the service provider which are not in line with the applicable rates prevailing for such equipment/services may entail rejection of the service providers' proposal.

A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected forthwith. Any decision of Bank in this regard shall be final, conclusive & binding on service providers. Prices quoted must be firm and final and shall not be subject to any re-openers or upward modifications, on any account whatsoever including exchange rate fluctuations, revision in taxes, duties, levies, charges etc. The Bid Prices shall be indicated in Indian Rupees (INR) only. Any decision in this regard by Bank shall be final, conclusive and binding on the service provider.

Terms of payment indicated in the contract that will be issued by the Bank to the selected service provider will be final and binding on the service provider and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the invoice contrary to the terms of the contract, the service provider should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between Company and the selected service provider". Service provider should ensure that the project timeline should not suffer for this reason.

The service provider shall keep the price valid for the entire contract period. Under no circumstances, Bank shall bear any increase in the prices.

8. 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.

9. Rejection of the Bid

The bid is liable to be rejected if:

- a. The document doesn't bear signature of the authorized person.
- b. It is received through E-mail.
- c. It is received after expiry of the due date and time stipulated for Bid submission.
- d. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal (RFP) are liable for rejection by the Bank.
- e. The service provider does not comply with all the points mentioned in the scope of work in Annexures –VI & VII as non-compliance of any point / Conditional bid will lead to rejection of the bid.
- f. Any incorrect information provided by the service provider.

Photocopies of the relevant documents or certificates should be submitted as proof and support of the claims made. UCO Bank reserves the right to verify / evaluate claims made by the service provider independently. Any decision of the Bank in this regard shall be final, conclusive and binding on the service provider.

10. Performance Bank Guarantee

The selected service provider in respect of technical bid as well as commercial bid will, within 07 days of receiving the LOI (Letter of Intent), has to furnish a Bank Guarantee issued by a scheduled commercial bank in India in favor of UCO Bank, for **10% of the Total Cost of Ownership (TCO)**. Performance Bank Guarantee to be valid for contract period should be of 03 (three) years with additional 03 (three) months as claim period. In case Bank decides to extend the contract beyond contract period, then selected vendor has to submit extended Bank Guarantee for the extended period.

The Bank Guarantee shall act as a security deposit and in case the service provider is unable to undertake the services defined in Scope of Work of this RFP, the Bank shall have the right to invoke the Performance Bank Guarantee.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the service provider is not able to meet the conditions of the Contract, within

the stipulated time. This will be independent of the penalties on the Service Level Agreement.

In case of two vendors being selected as L1 and L2 for a group the security deposit amount would be calculated in the ratio of 60% : 40% of 10% of the estimated value.

11. Pre Bid Meeting

For the purpose of clarifications of doubts of the service providers on issues related to the RFP, Bank intends to hold a pre-bid meeting on the date & time as indicated in the Bid Details – Control Sheet Table. The queries for the pre-bid meeting should reach us in writing or by email (as per Bid Details) at hodit.calcutta@ucobank.co.in. It may be noted that no query of the service providers shall be entertained if received after the above mentioned date. Queries raised by the prospective service providers and the Bank's responses will be available at Bank's website.

Only authorized representative of service provider will be allowed to attend the pre-bid meeting.



12. Indemnity

- a. The selected service provider agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.
- b. The selected service provider agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.
- c. The selected service provider agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfill obligations by the selected service provider or its employees/personnel.
- d. All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.
- e. The selected service provider is required to furnish a separate Deed of Indemnity (Format whereof to be supplied by the Bank) in Bank's favour in

this respect before or at the time of execution of the Service Level Agreement.

- f. Separate Technical and Commercial Bids duly sealed and super-scribed as "Technical bid" and "Commercial bid" respectively should be put in a single sealed outer cover duly sealed and super-scribed as "Bid for Selection of Application Service Provider (ASP) for e-Procurement and Reverse / Forward Bidding Solution – (Main Copy)" as per bid details given in the RFP.
- g. The bids shall be dropped in the Tender Box (address given in Bid Detail - Control Sheet Table), on or before the date specified therein. Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the Service provider.
- h. The Technical Offer should be complete in all respects and contain all information asked for in the exact format of technical specifications given in the RFP, except prices. The Technical Offer must not contain any price information. UCO Bank, at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the service provider.
- i. The Commercial Offer should contain all relevant price information and should not contradict the Technical Offer in any manner.

Note:

- If any document is found to be submitted with price information as part of Eligibility or Technical Offer, then that bid will be rejected summarily.
- If commercial bid is not submitted as a separate document with suitable nomenclature as "Commercial Bid", this will constitute grounds for declaring the bid non-responsive.

13. Eligibility Criteria

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

SI No	Clause	Documents required
1	The participating service provider/s should be: A registered company in India under the Companies Act 1956 / 2013 (Proof required)	Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, to be submitted.
2	The service provider should be profit making company/firm and should have	

	posted net profit at least for 2 years out of last 3 Financial Years, i.e. 2015-16, 2016-17 & 2017-18.	
3	The service provider should have minimum net worth (capital + reserves – accumulated loss if any) of Rs.50 Lac for the last 3 Financial Years i.e. 2015-16, 2016-17 & 2017-18 to apply.	Audited Balance Sheets for last 3 years i.e. 2015-16, 2016-17 & 2017-18 to be submitted.
4	The service provider should have a minimum yearly turnover of Rs.2 crores per year during last 3 Financial Years i.e. 2015-16, 2016-17 & 2017-18.	
5	The service provider should have a minimum of 2 years' experience in the field of e-procurement and reverse / forward bidding for corporate clients, Government/PSU/Banks in India and the Service provider shall provide references of successfully completed sourcing projects of which at least three (03) should be Govt. Depts. / PSU / Banks.	
6	Service Provider should be an ISO certified effective as on date for creating Marketplace and conducting of e-procurement activities.	Enclose the copy of the requisite certificate.
7	The service provider should have their Data Centre located only in India with a suitable DR setup for Business Continuity at a different seismic zone, with required hardware and software, application software etc.	Supporting documents to be submitted.
8	The infrastructure provided by the service provider should be certified by authorised Information Security certifying agency (preferably empanelled by CERT IN). The service provider should have full-fledged SOC in place.	Certificate from respective authorised Information Security certifying agency (CERT IN) should be provided.
9	E-Procurement & e-Auction solution proposed by the service provider and related system should conform to the requirements of CVC guidelines, Central Govt. guidelines, STQC certified.	Recent copy of STQC certificate should be attached.

10	The service provider shall have complete IPR (Intellectual Property Rights) to the software.	A declaration stating the same and certifying that there is no other legal claims on the software or the IP have to be submitted along with technical bid.
11	The service provider should have successfully completed 50 e-procurement and 50 Reverse / Forward bidding.	Supporting testimonials from the clients viz. copy of purchase / work orders along with satisfactory working certificate from the respective client.
12	The e-procurement solution proposed by the service provider and related systems should conform to the requirements of the IT Act 2000 / 2008 including all amendments.	Recent copy of certificate should be attached showing validity period.
13	Any service provider, who is already debarred / blacklisted by the Central/Any of the State Governments in India or any Financial Institution for non-performance or any other reason, is not eligible to participate.	An undertaking to this effect in the company's letterhead.
14	The service provider should have its presence across the country (preferably Bank's Zonal Office locations as per Annexure - XVII) either its own office or it should have tie-up arrangement with other agencies for support.	The detailed list of the office addresses along with contact details to be submitted on company letter head. Self-declaration regarding tie-up arrangement in case the service provider is not having its presence to be submitted.
15	The service provider should ensure that there are: a. No legal proceedings pending or threatened against service provider or which adversely affect / may affect performance under the contract; and b. No inquiries or investigations have been threatened, commenced or pending against the service provider or by any statutory or regulatory or investigative agencies.	Declaration in the letterhead of the service provider's company to that effect duly certified by Statutory Auditor should be submitted.

Note:-

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.

14. Scope of Work

The selected service provider will have to provide their compliance for Annexures – III, VI & VII (Security Guidelines & Detailed Scope of Work). Bank will award the contract to the successful service provider(s) for a period of three years from the date of empanelment and the successful service provider has to co-ordinate with the Bank for smooth execution of web e-tendering as per the Scope of work given in Annexure – III, VI & VII.

15. Schedule of Implementation

The selected service provider has to complete the implementation process as per Security Guidelines & Scope of Work mentioned in Annexures – III, VI & VII within four (04) weeks from the date of issuance of Letter of empanelment.

16. Audit by Third Party

Bank at its sole discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank before issuance of Letter of Intent and during the contract period. The audit charges shall be borne by the service provider.

17. Price

The service provider shall keep the price valid for entire contract period. Under no circumstances, Bank shall bear any increase in the prices.

18. Guarantees

The service provider should guarantee that the software supplied to Bank is licensed and legally obtained.

19. Three Bid System, Bid Opening & Evaluation Criteria

UCO Bank will follow Three Bid System i.e. Eligibility Bid – containing Eligibility Information, Tender Fee, Earnest Money Deposit in the form of Bank Guarantee

and Pre Contract Integrity Pact(as per Annexure - XIV), Technical Bid – containing Technical Information and Commercial Bid - containing Price Information. Eligibility evaluation would be completed first followed by Technical & Functional evaluation. Thereafter, Price Information (Commercial Bid) of the eligible & technically qualified service providers will be opened and Lowest Service provider (L1) will be selected based on the Total Amount quoted in the commercial bid.

The Bank will open the eligibility and technical bids, in presence of service providers' 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 service provider's representatives who will be present shall sign the register evidencing their presence / attendance.

Evaluation Methodology

The evaluation will be a three-stage process -

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

Eligibility Evaluation

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

Technical & Functional Evaluation

- a. The proposals will be evaluated in three stages. In the first stage, i.e. Eligibility Evaluation as mentioned in Annexure – V. In the second stage, Technical & Functional Evaluation as mentioned in Annexure – VI, the service providers will be shortlisted, based on their responses. In the third stage, the commercial bids of the eligible & technically qualified service providers would be opened and evaluated.
- b. The Bank will evaluate the technical responses of the service providers who are found eligible as per the eligibility criteria mentioned in the RFP. There will be no scoring involved in the eligibility evaluation of the service providers.
- c. During the period of evaluation, service providers may be asked to provide more details and explanations about information provided in the proposals. Service providers should respond to such requests within the time frame indicated in the letter / fax / e-mail seeking clarification / explanation.
- d. Technical bid evaluation methodology that UCO Bank would adopt is given below:
 - The requirements are given in Annexure – III, VI & VII.

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

Response	Description
Y	Yes, Available
N	No, Not Available

- If any service provider provides response other than 'Y' or 'N' the same will be treated as Not Available i.e. 'N'.
- Service provider should comply with all the requirements given in Annexures – III, VI, VII & X. Non-compliance to any of the requirement in the mentioned Annexures may attract rejection of the proposal.

Commercial Evaluation

The commercial bids of only technically qualified service providers will be opened and evaluated by the Bank and the evaluation will take into account the following factors:

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

20. Compliance to Labour Act

As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the service provider are being paid wages / salaries as stipulated by government in the Act. Towards this, successful service provider shall submit a confirmation as per format provided in Annexure – XIII of the RFP. Successful service provider shall be the principal employer of the technical resources, employees, agents, contractors, subcontractors etc. engaged by

successful service providers and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or out.

21. Privacy & Security Safeguards

The selected service provider 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 service provider under this contract or existing at any Bank location. The selected service provider 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.

22. 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 service provider.

23. Pre-Bid Queries / Clarifications

For the purpose of clarifications of doubts of the service providers on issues related to the RFP, service providers seeking clarifications may send their queries on or before the date mentioned in the control sheet through Letter / Fax or Email. Queries raised by the prospective service providers and the Bank's responses will be available at Bank's website at least seven days prior to last date of bid submission.

24. Support

The service provider should provide the required support during the contract period for error free operation of the solution. The service provider has to act as single point contact and to carry out necessary coordination with all stake holders for smooth function of the solution deployed.

25. Acceptance of Terms

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

26. 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.

27. 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.

28. No Legal Relationship

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

29. Errors and Omissions

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

30. Modification and Withdrawal of Bids

- a. Bids once submitted will be treated, as final and no modifications would be permitted. No correspondence in this regard will be entertained.
- b. No service provider/sub-contractor shall be allowed to withdraw the bid after the deadline for submission of bids.
- c. The service provider/sub-contractor will not be allowed to withdraw from or seek amendments to the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such service provider shall be deemed as foreclosed.

31. 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 / service providers / 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 service providers along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- a. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- b. Principal to treat all service providers with equity and reason
- c. Promise on the part of service providers not to offer any benefit to the employees of the Principal not available legally
- d. Service providers not to enter into any undisclosed agreement or understanding with other service providers with respect to prices, specifications, certifications, subsidiary contract etc.
- e. Service providers not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- f. Foreign service providers to disclose the name and address of agents and representatives in India and Indian Service Providers to disclose their foreign principals or associates.
- g. Service providers 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 service providers and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warranty/guarantee. Format of IP is attached as Annexure - XIV 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.

- i. Shri S. R. Raman
1A-121, Kalpataru Gardens

Near East-West Flyover
Kandivali East, Mumbai - 400101
E-mail:- raman1952@gmail.com

- ii. Ms. Vijayalakshmi R. Iyer
Flat No. – 1402, Barberry Towers,
Nahar Amrit Shakti,
Chandivali, Powai, Mumbai – 400072
E-mail:- vriyer1955@gmail.com

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

32. Award of Contract

The contract shall be awarded to and the order shall be placed with selected L1 service provider based on the price quoted by the service provider in Annexure – IX. The selected service provider shall submit the acceptance of the order within seven days from the date of receipt of the order. Conditional or qualified acceptance shall be rejected. The effective date for start of provisional contract with the selected service provider shall be the date of acceptance of the order by the service provider. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected service provider.

33. 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.

34. 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.

35. 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.

36. 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 vendors.

37. Order Cancellation (Termination)

UCO Bank reserves the right to cancel the order(s) in the event of one or more of the following circumstances:

- a. Non-compliance of the scope of the job.
- b. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank
- c. Breach of any of the terms and conditions of the Purchase Order by the selected service provider
- d. If the selected service provider goes into liquidation voluntarily or otherwise
- e. The selected service provider commits a breach of any of the terms and conditions of the bid.
- f. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- g. The progress regarding execution of the order accepted, made by the selected service provider is found to be unsatisfactory.
- h. After award of the contract, if the selected service provider does not perform satisfactorily or delays execution of the contract, UCO Bank reserves the right to get the balance contract executed by any service provider of its choice by giving one month's notice for the same to the service provider. In this event, the selected service provider shall be bound to make good additional expenditure, which UCO Bank may have to incur in executing the

balance contract. This clause is applicable, if for any reason, the contract is cancelled.

- i. UCO Bank reserves the right to recover any dues payable by the selected service provider from any amount outstanding to the credit of the selected service provider, including the pending bills and/or invoking the bank guarantee under this contract.
- j. In addition to the cancellation of purchase order, UCO Bank also reserves the right to forfeit / invoke the Performance Guarantee / Security submitted to UCO Bank by the service provider as well as blacklisting the Service provider.
- k. On the events of data piracy / privacy / system failures / security failures.

38. 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 service provider herein shall be obliged to provide all such assistance to the next successor service provider 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.

39. Limitation of Liability

Notwithstanding anything to the contrary contained in the contract, service provider's aggregate liability arising out of or in connection with the contract, whether based on contract or statutory warranty or otherwise, shall be limited to the amount actually paid by the Bank to the service provider in respect of the items supplied / services rendered under the contract, that are subject matter of a claim up to Total Cost of Ownership (TCO).

40. 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 service providers to make technical presentation at Bank's Head Office, Kolkata for the proposed solution / service. Service providers will have to make such presentation at their own cost.

41. 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, if necessary, to establish to its satisfaction about the vendor's capacity to perform the job.



42. 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 vendor, and or to listen to any representations.

43. Award Criteria

The commercial bids submitted by the service providers in Annexure - IX will be evaluated as per price quoted and the Service provider, whose commercial offer has been determined as the lowest, will be named as 'L1' and the second lowest will be named as 'L2'. The 'L2' will be given a chance to match the price with 'L1' within 3 (three) days of communication. In case L2 agrees and matches the L1 price, the 2 vendors selected will be awarded the contract. The orders will be distributed between them in the ratio of 60% and 40% (on total annual requirement basis). In case if any line item quoted by L2 vendor found to be lower than the L1 vendor then L1 will be required to reverse match the least cost quoted by L2 for the respective line items to arrive at L1 cost. Likewise L2 would be required to

match the least cost quoted by the L1 vendor. Bank's decision in this regard would be final and conclusive and binding upon the service providers.

In case, L2 vendor is not agreeing to match the L1 price the next lowest will be given a chance to match the L1 price. This process will be continued till Bank gets a second vendor who agrees to match the prices of L1. In case, none of the above vendors is able to match the L1 price the whole quantity will be ordered to L1 only.

44. Signing of Contract

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

45. Locations to be covered

The e-Procurement and Reverse / Forward bidding processes will be carried out by Head Office, Zonal Offices, Training Centers, Branches / Offices and it's sponsored RRBs across the country including branches in Andaman Nicobar islands and Lakshwadeep islands (Annexure – XVII).

46. Billing

The billing shall include Unit Price and GST / other taxes (if any), as applicable, which will be paid locally by the respective Zonal Offices / Head Office for which the e-Procurement service will be provided. In case of RRBs, payment will be made by respective RRBs under whose jurisdiction the e-Procurement process will be conducted.

47. Payment Terms

Payment shall be released event-wise by the related offices of the Bank, who have assigned the job of conducting the event and on successful completion of such

event. Penalty, if any, shall be deducted as per the penalty clause, from the amount payable. 100% of the amount for conducting a single procurement event will be paid on successful completion of the event by the Office requisitioning the tender event on submission of the following documents.

- a) Letter from the service provider for having conducted and completed an Event as per Bank's request along with necessary back papers.**
- b) Invoice giving full details of the Event, date of the Event etc.**
- c) Request letter for release of the payment**
- d) Confirmation letter from the respective department of the Bank who has initiated the Event.**

48. Penalty

If the event is cancelled due to any technical fault/ failure on part of the service provider, no payment shall be made by the Bank for that event. If such failure occurs, penalty @ 10% of the "per event cost", subject to a maximum of Rs. 20,000/- will be levied. The penalty so calculated will either be adjusted with the future payments or will be separately realized from the service provider by invoking PBG submitted by the selected service provider.

The Bank reserves the right to cancel the Purchase Order, if the service provider fails to prove his readiness for carrying out online e-Tendering events within the stipulated period. In the event of such cancellation of order, the service provider shall not be entitled for any compensation.

49. Termination for Default

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

50. Termination for Insolvency

The Bank may at any time terminate the Contract by giving written notice to the service provider, if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service provider, 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.

51. Termination for Convenience

The Bank, by written notice sent to the vendor, may terminate the Contract, 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.

52. Cancellation of Tender Process

UCO Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating service provider.

The vendor shall indemnify UCO Bank and keep indemnified against any loss or damage that UCO Bank may sustain on account of any violation of patents, trademark etc. by the vendor in respect of the products supplied / services offered.

53. Publicity

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

54. Force Majeure

The vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its' delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war and acts of UCO Bank in fires, floods and freight embargoes. If a Force Majeure situation arises, the Vendor shall promptly notify UCO Bank in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by UCO Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of one month, UCO Bank and the vendor shall hold consultations with each other in an endeavor to find a solution to

the problem. Notwithstanding above, the decision of UCO Bank shall be final and binding on the vendor.

55. Resolution of Disputes

UCO Bank and the vendor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiation, UCO Bank and the selected service provider have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

56. Jurisdiction

The jurisdiction of the courts shall be Kolkata.

57. Service providers' representative to be authenticated

A power of attorney from the service provider's authorized official / body must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of the Company/Firm.

58. Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Service providers/ 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 value to influence the action of an official in the procurement process or in contract execution.

"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 service providers (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 service provider 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.

59. 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 service providers 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 service provider.

60. Issue of Corrigendum

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

61. Order Details

The purchase order will be placed by Bank Head Office, DIT in the name of selected service provider 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 in the same office.

62. Taxes

- a. Service provider 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 Service Provider 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 service provider, 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. Service

provider 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 service provider. 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. Service provider 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 service provider and /or individuals assigned by service provider under this agreement. Without limiting the generality of the foregoing service provider 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 service provider.

63. Dispute Resolution Mechanism

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

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

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.

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.

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.

The selected service provider 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 service provider arbitration or other proceedings.



64. Independent External Monitors

- a. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors given in the Pre Contract Integrity Pact to be submitted by the service provider as per Annexure - XIV).
- b. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- c. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- d. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- e. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- f. The service provider (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the service provider. The SERVICE PROVIDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the service provider (s) with confidentiality.
- g. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties/The parties will offer to the Monitor the option to participate in such meetings.
- h. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / SERVICE PROVIDER and should the occasion arise, submit proposals for correcting problematic situations.

65. Other Terms and Conditions of the RFP

- a. Cost of preparation and submission of bid document: The service provider 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. Erasures or Alterations: The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Service provider, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid.
- c. Language of Bid: The bid as well as all correspondence and documents relating to the bid exchanged by the service provider and the Bank shall be in English language only.

- d. 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 service providers with regard to such changes. The Bank reserves its right to negotiate with any or all service providers. The Bank reserves the right to accept any bid in whole or in part.
- e. 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 service provider. 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 service provider. 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.
- f. Non-Transferable Offer: This Request for Proposal (RFP) is not transferable.
- g. Address of Communication: Offers/bid should be addressed to the address given in page no: 7 (Bid Details Table).
- h. Confidentiality of the Bid Document: The service provider, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.
- i. Response of the Bid: The Service provider should comply all the terms and conditions of RFP.
- j. The service provider is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Service provider shall give indemnity to that effect.
- k. 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 service providers. UCO Bank will not be obliged to meet and have discussions with any service provider, 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 service provider.

66. 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.

67. Compliance With Laws

- a. The selected service provider hereto agrees that it shall comply with Labour Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.
- b. The selected service provider has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act) and other labor laws. The service provider shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.
- c. If at any time during the term of this Agreement, if UCO Bank is informed or information comes to its attention that the selected service provider is or may be in violation of any terms and conditions mutually agreed between the UCO Bank and the service provider, which proves to be unsatisfactory to the UCO Bank, then the UCO Bank shall be entitled to terminate this Agreement by giving not less than one month notice in writing.

68. Confidentiality and Secrecy

- a. 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.
- b. 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.

Tender Offer Forwarding Letter

RFP for Selection of Application Service Provider (ASP) for e-Procurement and Reverse / Forward Bidding Solution

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

Dear Sir,

Sub: Your RFP for Selection of Application Service Provider (ASP) for e-Procurement and Reverse / Forward Bidding Solution (RFP Ref. No. and Date)

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for “**Selection of Application Service Provider (ASP) for e-Procurement and Reverse / Forward Bidding Solution**” mentioned in the RFP document forming Eligibility / Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility / Technical as well as Commercial Bids by the Bank, we undertake to provide the said services for **e-Procurement and Reverse / Forward Bidding Solution** as per your purchase orders.

We will submit a Performance Guarantee for a sum of **Rs. xxxx (10% of TCO)**, valid for a period of six months.

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

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

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

The Demand Draft / BG details are enclosed as follows:

1. BG No. ____ dated _____ as EMD for Rs.1,00,000/- (Rupees One lakh only).
2. DD No. ____ dated _____ for Rs.5,000/- (Rupees Five Thousand only) as cost of RFP document.

BG issued by _____ Bank _____ branch.

Dated this ____ day of _____ 2018

Signature: _____

(In the Capacity of) _____

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



General details of the service provider

Sl No	Question	Details / Response
1	Company Name	
2	Date of Incorporation	
3	Name of Indian representative/office (indicate: own, dealer, distributor, JV)	
4	Company Head Office address <ul style="list-style-type: none"> • Contact person(s): • Phone Number: • Fax Number: • E-mail Address: • Website: 	
5	Address of Indian representative/office <ul style="list-style-type: none"> • Contact person(s): • Phone Number: • Fax Number: • E-mail Address: Website : 	
6	Number of Employees supporting the project – In India <ul style="list-style-type: none"> • Marketing/Sales: • Technical Support: • Research and Development: • Implementation: Outside India <ul style="list-style-type: none"> • Marketing/Sales: • Technical Support: • Research and Development: • Implementation: 	
7	Ownership structure (e.g. Inc., partnership) *Who are the primary shareholders? *State the major shareholders with percentage holding in case of limited companies.	
8	Location: Support (e.g. Asia Pacific, India sub-continent). In India, since when has the support centre existed in India?	
9	Provide the range of services offered covering service description and different schemes available for: <ul style="list-style-type: none"> • Customization • Support for conducting live e-Tender events • Help Desk / support at all State Capitals 	

	<ul style="list-style-type: none"> • Training • Any Others (specify) 		
10	State pending or past litigation if any within the last 3 years with details and explain reasons. Please also mention any claims /complaints received in the last three years		
11	Enclose copies of Balance sheet and P/L Account duly approved by AGM for the last three years		
12	Turnover and Net Profit of the Company (in Crores)		
13	Financial Year	Turnover	Net Profit (After Tax)
	2015-16		
	2016-17		
	2017-18		
14	Please indicate whether any bankruptcy / winding up proceedings initiated against the Service provider or its tie-up partner at any point in time		
15	Brief Details of the key personnel to be associated with the project and their roles and responsibilities, previous experience etc.		
Compliances		Response (Y/N)	
16	Scope of the e-procurement Service as detailed in Annexures – VI & VII of the RFP document		
17	Details of hardware, accessories etc. as detailed in clause 21 at : i. Bank's site ii. Service provider's site		
18	Submit Technical details / brochures, schematic diagrams as detailed in clause 22		
19	Compliance with all clauses of the RFP		
20	Name of the Bank/s which are using the said e-Procurement Services successfully. Details like name of the Bank, number of events conducted for the said bank with contact details should be provided.		

N.B.: Enclosed copies of Purchase Orders should be in name of the service provider only as references. Bank reserves the right to verify the authenticity of the reference document enclosed with the bid document. In case found not in order, the bid submitted by the service provider shall be rejected summarily.

Place:

Date:

Authorized Signatory

Name:

Designation:

यूको बँक  UCO BANK

The following Security Guidelines shall include the following and the service provider/s is/are requested to provide their **compliance in Yes / No** for each of the below-mentioned points:

Security Guidelines

The following aspects should be incorporated in the software for messages being routed through public network.

1. Service provider's site should be a secured site certified by an internationally/nationally recognized agency.
2. Secure transmission between server and client. All data should be encrypted when sent over public networks.
3. The data should be encrypted using symmetric or asymmetric keys. However, the exchange of keys for symmetric encryption should be conducted using asymmetric keys . Specially, encryption methodology like SSL must be deployed.
4. There should be provision for dynamically changing the keys used for encryption. If static keys are used, they should be changed for every session ("changeable periodically").
5. Asymmetric keys should have minimum length of 2048 bit.
6. Encryption algorithms like 3DES, AES, RC4 and blowfish Use with of 256 bit keys (2048 bits for RSA) at a minimum.
7. The entire process has to be PKI enabled and digitally signed. Digital Certificates are to be procured by the Service providers from the Authorized Agencies.

Application Security:

1. All users should be authenticated through Digital Signatures before access is provided.
2. Application should enforce minimum password length of 8 characters.
3. Password expiry should be set.
4. Password history should be maintained. The last 3 passwords should not be usable.
5. Account lockout feature should be configured.
6. Role based access is mandatory
7. Time based access is mandatory
8. IP based access (optional)
9. Biometric access (optional)
10. Time stamping of all events.

Operating System Security:

1. Default accounts should be disabled.

2. All users should have a unique user-id. There should be no sharing of user accounts.
3. OS should enforce minimum password length of 8 characters.
4. Password expiry should be set.
5. Password history should be maintained. The last 3 passwords should not be usable.
6. Account lockout feature should be enabled.
7. The OS should force a new user to change the password at first logon.
8. O/s should enforce password complexity with the following characteristics
9. Password should not contain any portion of user-id
10. Password should have a combination of upper-case and lower-case alphabets, numerals and special characters.
11. These requirements are to be fulfilled by Application Service Provider's Server where application is loaded.

Database Security:

1. All users should be authenticated before providing access.
2. There should not be any account with default password or with no password.
3. All users should have a unique user-id. There should be no sharing of accounts
4. User accounts should be created in the database for application access, database backup and database optimization. All accounts should be provided access only to the database tables used by the specific application.
5. The default user profile should be modified to enforce account policy settings.
6. The database should enforce minimum password length of 8 characters
7. Password history should be maintained.
8. Account lockout feature should be enabled.
9. Password expiry should be set.
10. Integrity of data in concurrent user mode should be designed in the database through record locking or two-phase locking / commit features .
11. Referential integrity should be maintained in the database design and should include cascading update and cascading delete.
12. Logging should be enabled for security related events

Data Centre (DC) & Disaster Recovery Site

1. The Service provider shall set up the Data Centre and Disaster Recovery Site at different seismic zone anywhere in India.
2. The Disaster Recovery Site shall be a replica of the Data Centre set up in terms of Hardware, Software and Network equipment etc.
3. The Service provider will set up the DR site at his Data Centre / hired Data Centre within India.

4. In case of any failure at the Production Data Centre the operations shall be restored through the DR site within 30 minutes of failure of DC.
5. Complete hardware and software with required redundancy for security viz. Firewall, IPS etc. must be provided.

Hardware Requirements at Data Centre & Disaster Recovery Site.

1. Entire Hardware required at Data Centre and Disaster Recovery Site, for implementing the e-procurement, shall be procured, deployed and maintained by the Service provider.
2. The proposed configuration of Hardware shall cover CPU, main memory required, storage requirement, auto-backup, dual systems for fault free operations, devices, etc. which takes into consideration the present and future volume estimates, current technology, and path for upgrade/growth. Dual system redundancies should be built in the proposed hardware to ensure the desired performance needs considering the load on the system in terms of transaction volumes, estimated number of users, etc.
3. Deploy all Hardware and Software to handle the present and future estimates of volume of data and transactions for at least 3 years and on extended tenure, if any.

Place:

Date:

यूको बैंक  UCO BANK

Authorized Signatory

Name:

Designation:

References Sites Details

Live Sites: List at least two significant live sites using the proposed end-to-end system.

Reference Contacts: Provide details of select reference sites where the end-to-end system has been installed. We would prefer large well-known organizations in the Banking/Financial sector. Also indicate whether the Bank can contact any of the quoted reference sites to seek further information/user experience.

Reference Sites:

Name of Implementation/Client	
Details of successful installation of systems : Years of live operations	
Name of User Institution	
Client/User Institution Background (e.g. annual profits, asset base, revenue)	
Company, Contact details, Size of Installation	
Number of locations / branches with information on divisions or organizational units using the product	
State the size and characteristics of the user base.	
List all the modules/ components of the system being used	
Type of Architecture in which the system has been implemented.	
Implementation details e.g. Number of Sites, time taken for Operationalization, volumes of processing, no. of e-Tenders conducted, total business through e-procurement etc.	
State the duration of the implementation	

Place:**Authorized Signatory****Date:****Name:****Designation:**

Eligibility Criteria

SI No	Clause	Documents required
1	The participating service provider/s should be: A registered company in India under the Companies Act, 1956 / 2013 (Proof required)	Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, to be submitted.
2	The service provider should be profit making company/firm and should have posted net profit at least for 2 years out of last 3 Financial Years, i.e. 2015-16, 2016-17 & 2017-18.	Audited Balance Sheets for last 3 years i.e. 2015-16, 2016-17 & 2017-18 to be submitted.
3	The service provider should have minimum networth (capital + reserves – accumulated loss if any) of Rs.50 Lac for the last 3 Financial Years i.e. 2015-16, 2016-17 & 2017-18 to apply.	
4	The service provider should have a minimum yearly turnover of Rs.2 crores per year during last 3 Financial Years i.e. 2015-16, 2016-17 & 2017-18.	
5	The service provider should have a minimum of 2 years' experience in the field of e-procurement and reverse / forward bidding for corporate clients, Government/PSU/Banks in India and the Service provider shall provide references of successfully completed sourcing projects of which at least three (03) should be Govt. Depts. / PSU / Banks.	
6	Service Provider should be an ISO certified effective as on date for creating Marketplace and conducting of e-procurement activities.	Enclose the copy of the requisite certificate.
7	The Service provider should have their Data Centre located only in India with a suitable DR setup for Business Continuity at a different seismic zone, with required hardware and software, application software etc.	Supporting documents to be submitted.

8	The infrastructure provided by the service provider should be certified by authorised Information Security certifying agency (preferably empanelled by CERT IN). The service provider should have full-fledged SOC in place.	Certificate from respective authorised Information Security certifying agency (CERT IN) should be provided.
9	E-Procurement & e-Auction solution proposed by the service provider and related system should conform to the requirements of CVC guidelines, Central Govt. guidelines, STQC certified.	Recent copy of STQC certificate should be attached.
10	The Service provider shall have complete IPR (Intellectual Property Rights) to the software.	A declaration stating the same and certifying that there is no other legal claims on the software or the IP have to be submitted along with technical bid.
11	The service provider should have successfully completed 50 e-procurement and 50 Reverse / Forward bidding.	Supporting testimonials from the clients viz. copy of purchase / work orders along with satisfactory working certificate from the respective client.
12	The e-procurement solution proposed by the Service provider and related systems should conform to the requirements of the IT Act 2000 / 2008 including all amendments.	Recent copy of certificate should be attached showing validity period.
13	Any service provider, who is already debarred / blacklisted by the Central/Any of the State Governments in India or any Financial Institution for non-performance or any other reason, is not eligible to participate.	An undertaking to this effect in the company's letterhead.
14	The service provider should have its presence across the country (preferably Bank's Zonal Office locations as per Annexure - XVII) either its own office or it should have tie-up arrangement with other agencies for support.	The detailed list of the office addresses along with contact details to be submitted on company letter head. Self-declaration regarding tie-up arrangement in case the service provider is not having its presence to be submitted.
15	The service provider should ensure that there are:	Declaration in the letterhead of the service provider's company to

<p>a. No legal proceedings pending or threatened against service provider or which adversely affect / may affect performance under the contract; and</p> <p>b. No inquiries or investigations have been threatened, commenced or pending against the service provider or by any statutory or regulatory or investigative agencies.</p>	<p>that effect duly certified by Statutory Auditor should be submitted.</p>
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Note:-

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.



Functional / Technical Requirements

The **Functional / Technical Requirements** shall include the following and the service provider/s is/are requested to provide their **compliance in Yes / No** for each of the below-mentioned points:

SI No	Product Feature	Description	Compliance (Yes / No)
1	Modular	The various stages of the e-Tender should be modular and should be capable of being implemented independent of each other.	
2	Event Creation & Posting	<ol style="list-style-type: none"> 1. Should support: <ol style="list-style-type: none"> i. Rate Contracts ii. General Tenders iii. Single/Multiple Envelope Bidding iv. Open Tender where any Supplier can bid v. Limited Tender where only limited Suppliers can bid vi. ICB (International Competitive Bidding) vii. NCB(National Competitive Bidding) viii. Single/Multiple Currency Bidding and provision to add currencies as required ix. Goods Tender - quote for line items x. Works Tender – quote in % of the estimated cost 2. Creation of a new e-Tender and setting up the parameters 3. Provision to raise Indent online. 4. Aggregate Indents for similar products /works 5. Create a Tender out of approved Indent 6. Provision of showing upcoming tenders 	
3	Tender Notice Creation	<ol style="list-style-type: none"> 1. Tender notice to be floated in any format - Colour, Fonts, Size etc. 2. Notices are visible to Suppliers only after it is approved 3. System should allow to Archive Tenders to be restored 4. System should allow Cancelled Tender to be revived 5. Provision to categorize Tender as New, Live, Archive, Cancelled, etc. for ease 6. Flexible Search module allows a Tenders to be searched on multiple parameters 	

		<p>7. Provision for image to be attached with Tender Notice</p> <p>8. Assign unique internal reference number to a Tender for internal use</p>	
4	Online Pre-bid Meeting	Provision for Online Pre-bid meeting	
5	Tender Work Flow	<p>1. Provision for inviting EOI and issuing RFP to only pre-qualified service providers of EOI</p> <p>2. Inbuilt check to ensure that incomplete bids in any manner is not accepted</p> <p>3. Bid withdrawal option such that Supplier is allowed to withdraw bid, that they might have submitted on or before due date and time</p> <p>4. Tender Promotion - emails to be sent to all registered Suppliers</p> <p>5. Ability to set maximum size of single file upload and maximum size for multiple file upload depending upon tender requirements.</p> <p>6. Ability for uploading various types of documents</p>	
6	Supplier Registration & Administration	<p>1. New Supplier Registration facility</p> <p>2. Buyer can select if Supplier Approval is to be done automatically or manually</p> <p>3. Buyers should be able to reject Supplier</p> <p>4. Buyers should be able to black list a Supplier</p> <p>5. Buyers should have to manage Supplier for his own Department/Organization,</p>	
7	Online Bid Opening	<p>1. Tender Opening links does not get activated before due date and time.</p> <p>2. In case of multi envelope Tender, unless the first stage (envelope) is completed, the second stage (envelope) cannot be opened</p> <p>3. System to support co-signing facility i.e. the remarks can be given by 2 or more officers and the same can be digitally signed by both officers with their respective Digital Certificate</p> <p>4. As a stage gets completed the comparative chart of Suppliers gets auto generated</p> <p>5. Rejected Supplier does not qualify for next round (envelope) automatically</p> <p>6. System should have the facility to export data to spread sheet like excel</p> <p>7. System should support online Tender Opening</p>	

		<p>where Suppliers can participate online from their respective offices</p> <p>8. Buyer can chose to share entire bid of other Suppliers or just the summary</p> <p>9. System should have a provision such that Suppliers can mark their presence online when they try to participate in online Tender opening event</p> <p>10. System should have a provision that Buyer can see the name of Suppliers who are present online at time of Online Tender Opening event,</p>	
8	Auction Formats	<p>1. Reverse / Forward / Multi Currency including Rank bidding, Anonymous & Alias bidding, Multi Line bidding, Multiple Lot bidding, Package Auction and / or any other formats in masking form</p>	
9	Parameters	<p>Defining and Setting of:-</p> <p>1. Opening Price, Historic Price, Reserve Price, Landed & Base Price, Decrement price, Bid factor</p> <p>2. Start and End Time</p> <p>3. Automatic and Manual Extensions and Closing rules</p> <p>4. Data validation rules , Auction Rules like lowest / highest bid wins or highest / lowest quality wins etc.,</p> <p>5. Uploading file attachments</p> <p>6. Placing of exit Bids etc.</p>	
10	Messaging	<p>Broadcast message to Suppliers during the auction for information and clarifications</p>	
11	Administration	<p>Administration features like</p> <p>1. Buyer & Supplier registration</p> <p>2. Supplier administration</p> <p>3. Roles and Rights Control</p> <p>4. Checking the login status of the participants</p> <p>5. Combination of various auction formats</p> <p>6. Starting/stopping/ modifying auctions</p> <p>7. Categories, system preferences etc.</p> <p>8. Masking of Suppliers – Suppliers identity is not revealed to others who are participating in the bidding process.</p> <p>9. No manual intervention to be necessary for</p>	

		creation of passwords and aliases by suppliers.	
12	Reports	<ol style="list-style-type: none"> 1. The software should be capable of generating detailed reports in Excel/HTML/PDF and any other format specified by the Bank. 2. The software should be capable of providing the event wise bid histories, Supplier wise, Product wise, date wise reports 3. Actual savings report, category wise reports , transaction based reports , aggregated reports per category cross suppliers 4. System should have the provision to generate L1, L2, L3 chart dynamically 5. Visibility to reports is granted through the use of report privileges like Admin Reports, Originator Reports and Service provider Reports. These privileges will be granted by the organization administrator Audit Trails - Logs to be available for all user transactions & administrative actions. 	
13	Scalability	The solution should be scalable to meet the requirements of the Bank for the next 3 years from the date of issuance of LOI	
14	User Interface	GUI based Wizard Driven Configuration Customized Look & Feel , Graphical Representation, Online/Onscreen help features , Auto scaling graph etc.	
15	Mandatory features	<ol style="list-style-type: none"> 1. Fast response during bidding. 2. Admin should be able to monitor user connectivity 3. Portal must be available on 24 x 7 basis 4. Online Maintenance support must be available 24x7 basis 	
16	Security Considerations	Whether the application is secure from making any temporary distortion in the electronic, posting of tender notice, just to mislead certain vendors? If yes, whether any automatic systems alert is provided in the form of daily exception report in the application in this regard?	
	b.	Whether application ensures that the tender documents issued to / downloaded by service providers are complete in shape as per the approved tender documents including all its corrigenda?	

c.	Is there any check available in the application to detect and alert about the missing pages to the tenderer, if any?	
d.	Whether application ensures that all the corrigendum issued by the Competent Authority are being fully communicated in proper fashion to all service providers including those who had already purchased/downloaded the bid documents well ahead of the due date and before uploading the corrigendum?	
e.	Whether system is safe from sending discriminatory communication to different service providers about the same e-tendering process?	
f.	Whether e-procurement solution has also been customized to process all type of tenders viz. Limited / Open / Global Tenders?	
g.	Whether online Public Tender opening events feature are available in the application?	
h.	Whether facilities for evaluation / loading of bids, strictly in terms of criteria laid down in bid documents are available in the application?	
i.	Whether sufficient safeguards have been provided in the application to deal with failed attempt blocking?	
j.	Whether application is safe from submission of fake bids?	
k.	Whether encryptions of bids are done at clients end?	
l.	Whether safety against tampering and stealing information of submitted bid, during storage before its opening is ensured?	
m.	Whether application is safe from siphoning off and decrypting the clandestine copy of a bid encrypted with Public key of tender opening officer?	
n.	Whether application is safe from mutilation / sabotage or otherwise rendering the encrypted bid in the e-tender box during storage to make it unreadable / invalid in any form, before opening of the bids?	
o.	Whether introduction of special characters / executable files etc. by users are restricted in the application?	

p.	Whether validity check of DSC is being done at server end?	
q.	Whether system supports the feature that even though if a published tender is being deleted from the application, system does not allow permanent deletion of the published tender from the Database?	
r.	Whether sufficient security features are provided in the application for authentication procedure of the system administrator like ID, password, digital signature, biometric etc?	
s.	Whether audit trails are being captured in the application on media not prone to tampering, such as optical write once?	
t.	Whether log shipping feature is available, where a separate dedicated server receives the logs from the application over a web service in real time?	
u.	Whether integrity and non-tampering is ensured in maintaining the server clock synchronization and time stamping?	
v.	Whether application generates any exception report / system alerts etc. to indicate the resetting of the clock, in case the application for time stamping is killed at the server level and time is manipulated?	
w.	Whether application ensures that the quotes from various service providers with their name are not being displayed to anyone including to the Organization during carrying out of the e-reverse auctioning process?	
x.	Whether application is fit for usage complying with the requirements of tender processing viz. Authenticity of tenderer, non-repudiation and secrecy of information till the actual opening of tenders.	
y.	Whether any comprehensive third party audit as per statutory requirement and also as per the requirements of e-tender processing (compliance to IT Act 2000 / 2008) was got conducted before first putting it to public use?	
z.	Whether application complies with the CVC's Guidelines on Security considerations for e-	

Place:

Authorized Signatory

Date:

Name:

Designation:



Detailed Scope of Work

1. The **Scope of Work** shall include the following and the service provider/s is/are requested to provide their **compliance in Yes / No** for each of the below-mentioned points:
 - i. The Application Service Provider (ASP) shall conduct the e-procurement (web tendering) activity.
 - ii. The ASP shall provide modular customized software for Web tendering events on per event basis.
 - iii. ASP using software should be compliant with
 - a. Provisions of the amended Information Technology Act, 2000 / 2008
 - b. Central Vigilance Commission guidelines on use of e-Procurement.
 - iv. The software should broadly have the following modules / features:
 - a. Online posting of RFP
 - b. Online responses to RFP
 - c. Online Pre-bid Meeting (text-based)
 - d. Parameter driven online technical bid evaluation
 - e. Online commercial bid submission through reverse/ forward auctions.
 - f. Line item -wise bid submission
 - g. Supplier Registration
 - h. Rate Contract Management
 - i. User IDs and Passwords to be auto-generated without intervention either from the Bank or the Service Provider
 - j. Detailed end to end Audit Trail
 - k. User authentication using DSC (Digital Signature Certificate)
 - v. The service provider should have their own infrastructure having Data Centre with all required hardware and software, application software with proper Backup facilities. The Service provider has to submit full details of hardware, software, application software, backup of data, Data storage period (entire contractual period), retrieval of required data from backups etc. along with the non-technical bid documents.
 - vi. The service provider has to inform details of Disaster Recovery Site location and its functions.
 - vii. The service provider should be able to provide any module of the solution independently without dependency on any other module as per Schedule of Implementation mentioned above. The Bank may opt to start with one or few modules but reserves the right to utilize all modules at a later stage at the price quoted in the commercial bid without any escalation.

- viii. Providing e-procurement platform / portal, e-procurement software, Robust and Secure Connectivity to access the portal, in compliance with the Bank's Security guidelines (Annexure - III).
- ix. Conducting actual web-based private e-Tender events on Internet.
- x. Providing information related to Web tendering format at every stage.
- xi. Service Provider will jointly work with the Bank in ensuring suppliers who have been identified, participate in online bidding.
- xii. Obtaining Process-cum-Technical Compliance Statements from prospective Service providers.
- xiii. Training all qualified service providers on participation in online bidding as well as on use of comprehensive use of online bidding tool and obtaining certificate to this effect from the service providers. The respective certificates should be handed over to the Bank by the service provider.
- xiv. Mapping the selected business rules on to the online-bidding package.
- xv. The Bank should be able to generate all the essential reports required for analysis of the online bidding, as well as historical data comprising of Bid history, suppliers login data, compliance statement, online bidding summary and price break ups , etc.
- xvi. Handholding, Support and Help Desk services on connectivity & other technical issues while conducting the Online tender events at all locations of the UCO Bank conducting the events .
- xvii. Online e-tender events will have to be carried out as specified by the Bank without disturbing any existing processing and other activities and at time of schedules as may be indicated by the Bank.
- xviii. It shall be the responsibility of the successful service provider to ensure availability of connectivity to the suppliers. The arrangements for a fall back acceptable to the Bank especially from the security angle should be communicated to the suppliers participating in the e-tender process by the Service provider, well in advance, at least 15 days before the auction is conducted.
- xix. The service provider should be in a position to conduct an event within 15 days from the date of award of the Purchase Order. All responses to this RFP shall have to conform to this requirement and the Service provider shall categorically undertake to honour the commitment of meeting this deadline. Failure to do so shall result in the service provider being liable for disqualification. The commitment in this respect should form part of the Technical Bid from the Service provider.
- xx. The Bank reserves the right to add / amend / retain / delete any of the product features offered by the service provider subject to the Bank's requirements at that point in time.

2. Other Terms and Conditions

- i. Online e-Tender **events** will have to be carried out as specified by the Bank without disturbing any existing processing and other activities and at time schedules as may be indicated by the Bank.
- ii. The service providers shall submit, as a part of Technical bid, the infrastructure, hardware / software, Power supply, Network ports, connectivity etc. required to prepare the offices participating in the e-tenders. It would be the responsibility of the Service provider to ensure that all their requirements are met at Bank's site as well as at the sites of the Suppliers before the start of conducting the event.
- iii. Required technical details/brochure/s of such products / services offered by the Service provider duly supported by schematic diagrams and technical specifications of each component offered shall be furnished along with the reasons justifying the requirement/s for each such items/components, accessories and software products as part of the Technical Bid;
- iv. The service provider will also provide the details regarding the redundancy available at their primary site in case of any eventuality.
- v. Service provider should be capable of providing support services at Head Offices / Zonal Offices of the Bank and attending to any calls promptly.
- vi. The Service provider shall provide references and contact details and any other details sought for by the Bank from time to time in respect of their implementation of similar projects undertaken by them in the last three years in the format specified in Annexure – IV.
- vii. The Service provider shall furnish a photocopy of the Agreement with their Principals, if any in respect of e-procurement solution / services and products offered.
- viii. The documents supporting eligibility criteria and the product features as listed in Annexure – V shall be submitted along with the forwarding letter and shall be put in the separate sealed envelope containing technical bid.
- ix. The Service provider shall commit in writing his readiness to carry out the online live e-Tender events using his infrastructure, software etc. within 15 days from the date of receipt of such request from any office of the UCO Bank.
- x. The proposed software, to be provided by the service provider, must have capability to support various e-bidding formats. Please list all the formats included in the software and mention application scenarios e.g. domestic, international, etc.
- xi. The e-procurement solution proposed by the service provider and related systems should conform to the requirements of the IT Act 2000 / 2008 including its amendments.
- xii. The e-procurement solution proposed by the Service provider and related systems should conform to the requirements of CVC guidelines.
- xiii. The e-procurement solution proposed by the service provider and related systems should conform to the requirements of Central Govt. guidelines on e-procurement.

xiv. The documents supporting eligibility criteria and the product features as listed in Annexure – V shall be submitted along with the forwarding letter and shall be put in the separate sealed envelope containing technical bid.

3. Other Requirements

- i. The Service provider warrant that in the course of providing e-procurement services to the Bank, they shall not infringe upon any third party Patent, Copyright, Design, Trademark, or any other Intellectual Property Rights for hardware, system software and application software. The Service provider shall indemnify and at all times keep the Bank fully indemnified and hold harmless against any and all loss, damages, costs and expenses including Attorney's fees, which may be incurred as a result of any claim or action associated with such infringement. Further, the Supplier/ Firm will also indemnify the Bank against any such claims arising at any time either during the contract period or subsequently.
- ii. The offered product/services should be complied under the provisions of IT Act 2000 / 2008 and CVC guidelines. The service provider should provide documentary evidence confirming that their software is staged in a 'Data Centre Environment' and have been providing comprehensive support to the online event and supplier/ buyer helpdesk on the following parameters:
 - a) Number of staff on tech helpdesk.
 - b) Number of concurrent events that can be conducted.
 - c) Number of bids handled during an event.
- iii. The Service providers shall have in place a documented Quality and Audit process. A copy of the same shall be made available along with the technical bids.
- iv. The entire process should be audited by a third party.
- v. Legal complications and financial losses arising due to data piracy / privacy / system failures / security failures should be borne by the service provider.
- vi. At the end of the contract period, the Bank-specific full data set of the entire contract period to be provided to the Bank in soft form. After that, the entire data set should be wiped out from the system on confirmation by the Bank and a certificate in this regard is to be submitted to the Bank.

Place:

Authorized Signatory

Date:

Name:

Designation:

Annexure – VIII

Format of Masked Commercial for RFP for Selection of Application Service Provider (ASP) for e-Procurement and Reverse / Forward Bidding Solution

(All prices in INR)

SI No	Details	Estimated no. of events per annum (A)	Amount per event (B)	Total amount excl. GST (C = A*B)	GST (D)	Total Amount incl. GST (E = C + D)
1	Service Cost towards e-Tendering activity with all the auctioning facilities as per the requirements covered in Annexure - VI (item no 1-16)	200	xx	xx	xx	xx
2	Service Cost towards Reverse / Forward Auction as per Annexure - VI under items 1,2,3,6,8-16	400	xx	xx	xx	xx
Total Cost of Ownership (TCO) (1 + 2)						xx

We confirm that:-

1. All prices should be quoted in INR only.
2. 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.
3. Lowest Service provider (L1) will be determined on the Total Cost of Ownership (TCO).
4. The no. of events given above in the Commercial table is indicative only for calculation purpose. However, Bank does not hold any commitment towards minimum / maximum no. of orders placed during the contract period.
5. In case of any discrepancy between figures & words, the amount in words shall prevail.
6. 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.
7. 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.
8. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
9. Please note that any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 16.11.2018 and subsequent pre-bid and amendments.

Company Seal
Date:

Authorized Signatory
Name & Designation:

Format of Commercial Bid for RFP for Selection of Application Service Provider (ASP) for e-Procurement and Reverse / Forward Bidding Solution**(All prices in INR)**

SI No	Details	Estimated no. of events per annum (A)	Amount per event (B)	Total amount excl. GST (C = A*B)	GST (D)	Total Amount incl. GST (E = C + D)
1	Service Cost towards e-Tendering activity with all the auctioning facilities as per the requirements covered in Annexure - VI (item no 1-16)	200				
2	Service Cost towards Reverse / Forward Auction as per Annexure - VI under items 1,2,3,6,8-16	400				
Total Cost of Ownership (TCO) (1 + 2)						

We confirm that:-

1. All prices should be quoted in INR only.
2. 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.
3. Lowest Service provider (L1) will be determined on the Total Cost of Ownership (TCO).
4. The no. of events given above in the Commercial table is indicative only for calculation purpose. However, Bank does not hold any commitment towards minimum / maximum no. of orders placed during the contract period.
5. In case of any discrepancy between figures & words, the amount in words shall prevail.
6. 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.
7. 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.
8. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
9. Please note that any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 16.11.2018 and subsequent pre-bid and amendments.

Company Seal
Date:

Authorized Signatory
Name & Designation:

COMPLIANCE SHEET

DECLARATION

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref No. DIT/BPR & BTD/OA/3339/2018-19 Date: 16/11/2018 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 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.

Authorized Signatory:

Seal



Date:

Place:

Format of Bank Guarantee (EMD)

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

Dear Sir,

Sub: Your RFP for “Selection of Application Service Provider (ASP) for e-Procurement and Reverse / Forward Bidding Solution” (RFP Ref. No. & Date)

In response to your invitation to respond to your RFP for **Selection of Application Service Provider (ASP) for e-Procurement and Reverse / Forward Bidding Solution**, M/s xxx having their registered office at (hereinafter called the 'Vendor') wish to respond to the said Request for Proposal (RFP) for self and other associated vendors and submit the proposal for **Selection of Application Service Provider (ASP) for e-Procurement and Reverse / Forward Bidding Solution** 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 bid security as required to be submitted by the 'Vendor' as a condition for participation in the said process of RFP.

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

If the selected service provider withdraws his proposal during the period of the proposal validity; or

If the selected service provider, 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 service provider.

Notwithstanding anything contained herein:

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

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

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 Bank) having agreed to exempt M/s xxx (Name of the vendor Company), a Company incorporated under the Companies Act, 1956 having its registered office at xxx (Address of the service provider company) (hereinafter called – the said SERVICE PROVIDER) from the demand, under the terms and conditions of UCO Bank's purchase order / Letter of Intent bearing no.dated..... issued to the Service provider and an Agreement to be made between UCO Bank and the Service provider 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 SERVICE PROVIDER 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 [SERVICE PROVIDER] 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 SERVICE PROVIDER 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 SERVICE PROVIDER of any of the terms or conditions contained in the said Agreement or by reason of the SERVICE PROVIDER'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 SERVICE PROVIDER 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 SERVICE PROVIDER for payment there under and the SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER from time or to postpone for any time, or from time to time any of the powers exercisable by UCO Bank against the said SERVICE PROVIDER 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 SERVICE PROVIDER or for any forbearance, act or omission on the part of UCO Bank of any indulgence by UCO Bank to the said SERVICE PROVIDER 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 SERVICE PROVIDER.

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

यूको बँक  UCO BANK

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

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

Sir,

Sub: RFP for Selection of Application Service Provider (ASP) for e-Procurement and Reverse / Forward Bidding Solution

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 service provider has to ensure that the payment towards services is in consonance with the Central Minimum Wages Act & Labour Laws. All the employees/operator deployed by the service provider for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. **(Proof of compliance and labour license needs to be submitted along with the quotation).**

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Service provider's corporate name:

Place:

Date:

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, represented by General Manager / Dy. General Manager hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, services, etc.) hereinafter referred to as Stores and / or Services.

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

2. Whereas the Service provider/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 Service provider/Seller shall hereinafter be individually referred to as –Party or collectively as the –parties, as the context may require.

3. Preamble

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

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

4. Commitments of the Buyer

a. 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 Service provider(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Service provider (s) /Seller(s) the same information and will not provide to any Service providers(s) /Seller(s) confidential /additional information through which the Service provider(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.
- b. 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 Service provider(s) /Seller(s)

- a. The Service provider(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 service provider(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 service provider(s) /Seller(s) will not enter with other Service providers / 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 service provider(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 Service provider(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 Service provider(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 Service

provider /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).

b. The service provider(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 Service provider /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

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

6. Agents / Agency Commission

The Service provider /Seller confirms and declares to the Buyer that the service provider/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/Service provider; 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 / Service provider 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/Service provider 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 /Service provider 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 /Service provider who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Service provider along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign service providers) and Base Rate of SBI (State Bank of India) plus 2% (for Indian service providers). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

7. Previous Transgression

- a. The Service provider /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 Service provider's / Seller's exclusion from the tender process.
- b. If the Service provider /Seller makes incorrect statement on this subject, Service provider /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.

8. Company Code of Conduct

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

9. Sanctions for Violation

- a. If the Service provider(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 Service provider(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:
 - i. To disqualify the Service provider /Seller with the tender process and exclusion from future contracts.
 - ii. To debar the Service provider /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 Service provider /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Service provider/Seller for supplies effected till date of termination would be made in normal course.
 - iv. To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Service provider /Seller to the extent of the undelivered Stores and / or Services.
- b. If the Buyer obtains Knowledge of conduct of Service provider /Seller or of an employee or representative or an associate of Service provider /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

10. Compensation for Damages

- a. If the Buyer has disqualified the Service provider(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.

b. 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 Service provider / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

11. Price Fall Clause

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

12. Independent External Monitor(s)

- a. 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).
- b. 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.
- c. The Service provider(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.
- d. 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.
- e. 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.
- f. 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.
- g. The word "**Monitor**" would include both singular and plural.

13. Law and Place of Jurisdiction

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

14. 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.

15. Integrity Pact Duration

- a. This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- b. 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 .
- c. 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.

16. Other Provisions

- a. Changes and supplements need to be made in writing. Side agreements have not been made.
- b. The service providers (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.
- c. 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.
- d. Nothing contained in this Integrity Pact shall be deemed to assure the service provider / Seller of any success or otherwise in the tendering process.

17. 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.

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

19. The Parties here by sign this Integrity Pact at _____ on _____ (Seller/Service provider) and _____ on _____ (Buyer)

BUYER

Signature:
General Manager/DGM,
UCO Bank,
.....Division

SERVICE PROVIDER / SELLER

Signature:
Authorized Signatory

Place:
Date:
Witness 1:
(Name & Address)

Place:
Date:
Witness 2:
(Name & Address)

Undertaking for non-blacklisting / non-debarment of the service provider

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

Dear Sir(s),

Sub: RFP for Selection of Application Service Provider (ASP) for e-Procurement and Reverse / Forward Bidding Solution (RFP Ref No & Date)

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

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

(1)

(2)

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

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

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

To

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

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

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



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

Dated this _____ day of _____, 20 _____ .

Place:

For M/s.

.....

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

List of Zonal Offices

SI No	Zonal Offices of the Bank	Own or Franchisee office of selected service provider	Distance of office from Bank's requirement	Contact person, Designation, Mobile No., Email ID & Address of the office (own / franchisee)
1	Ahmedabad			
2	Ajmer			
3	Agartala			
4	Balasore			
5	Bangalore			
6	Begusarai			
7	Bhubaneshwar			
8	Burdwan			
9	Bhopal			
10	Bhagalpur			
11	Chandigarh			
12	Coimbatore			
13	Chennai			
14	Dehradun			
15	Dharamshala			
16	Ernakulam			
17	Guwahati			
18	Hooghly			
19	Haryana			
20	Hyderabad			
21	Indore			
22	Jaipur			
23	Jalandhar			
24	Jodhpur			
25	Jorhat			
26	Kanpur			
27	Kolkata			
28	Lucknow			
29	Meerut			
30	Mumbai			
31	Nagpur			
32	New Delhi			
33	Patna			
34	Pune			

35	Raipur			
36	Ranchi			
37	Saltlake			
38	Sambalpur			
39	Shimla			
40	Surat			
41	Suri			
42	Varanasi			

Note: Escalation Matrix is to be provided for all the locations wherever the selected service provider will have its office.

