Request for Proposal (RFP)

For

Selection of Vendor for Implementation of NOSTRO and Message Reconciliation Solution (Re-Tendering)

यूको बैंक UCO BANK

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

RFP REF NO: DIT/BPR&BTD/OA/4244/2018-19 Date: 30/01/2019

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

This document is prepared by UCO Bank for Selection of Vendor for Implementation of NOSTRO and Message Reconciliation Solution (Re-Tendering). It should not be reused or copied or used either partially or fully in any form.

Disclaimer

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

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UCO BANK

Bid Control Sheet

Tender Reference	**DIT/BPR&BTD/OA/4244/2018-19 dated 30.01.2019**
Cost of Tender documents	**Rs.20,000/- (Rupees Twenty Thousand only)**
Date of issue of RFP	**30.01.2019**
Earnest Money Deposit (EMD)	**Rs.5,00,000/- (Rupees Five Lacs only) (in the form of Bank Guarantee)**
Date of web upload of RFP cum tender document	**30.01.2019**
Last date for submitting queries for the Pre-bid Meeting	**06.02.2019 (5:00 P.M.)**
Pre-Bid meeting /Venue	**07.02.2019 at 11:30 AM, Head Office-2 Department of Information Technology 5th Floor, Conference Room, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064**
Last Date and Time for receipts of tender bids	**21.02.2019 at 4:00 PM**
Opening of technical bids	**20.02.2019 at 4:30 PM**
Opening of Price Bid	**Will be informed subsequently to technically qualified bidders.**
Address of Communication	**Head Office-2 Department of Information Technology 5th 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 9775/9770 Fax : 03344559063**
Bids to be submitted	**Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5th Floor, 3 & 4, DD Block, Sector -1, Salt Lake, Kolkata-700 064.**

Note: Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at 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 bidder shall be allowed to withdraw the bid. The bidder appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project. Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the scope of work. Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the RFP document shall be the governing document for arrangement between the Bank and the selected bidder in terms of this RFP document.

Part – I

1. Introduction

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, and its Department of Information Technology at 3 & 4, DD Block, Sector-1, Salt Lake, Kolkata - 700064, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 3000 branches and more than 2500+ ATMs (including Biometric enabled ATMs), spread all over the country and 2 overseas branches. All the branches of the Bank are CBS enabled through Finacle (Ver. 7.0.25 and 10.2.09) as a Core Banking Solution. Bank is having Nostro reconciliation cell at Mumbai which is responsible for daily reconciliation of Nostro accounts with SWIFT messages.

2. Objectives

The Society of Worldwide Interbank Financial Telecommunication (SWIFT) provides messaging platform to financial institution and corporate worldwide for sending and receiving financial/ non-financial messages related to International Transaction. The majority of international interbank messages use of SWIFT platform. Nostro Account refers to an account that a bank holds in a foreign currency in another bank.

Currently UCO Bank maintains 18 Nostro Accounts and maintains a Nostro reconciliation cell for reconciliation of Nostro Accounts with SWIFT messages using online view service facility and continuously following for accounts without online view facility. Bank with its growth in foreign exchange business and to comply with RBI guideline to "Time bound implementation and Strengthening of SWIFT-related operation controls" is in need to expedite its reconciliation of SWIFT NOSTRO.

In order to cater the requirement and to modernise the SWIFT NOSTRO reconciliation cell, Bank has decided to procure new application, software and licences.

The bidder should provide end to end solution on turnkey basis including required hardware, application, software and licence for near real-time message reconciliation of SWIFT NOSTRO.

3. Eligibility Criteria

The eligibility criteria to participate in bidding process are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. Document in support of all eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfil any of the following eligibility criteria are liable to be rejected.

Sl. No.	Criteria	(Proof of documents required / must be submitted)
1	Bidder should be a company (Private /Public) registered in India under the Companies Act, 1956/2013.	Certificate of incorporation & commencement of Business (whichever applicable) should be submitted. The Certificate of Incorporation issued by Registrar of Companies along with the copies of **Memorandum and Articles of Association** are required to be submitted along with the eligibility bid.
2	The Bidder should have minimum annual turnover of Rs. 5 Crores per year / during the last three financial years (2015-16, 2016-17 & 2017-18).	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three financial years (2015-16, 2016-17 and 2017-18) should be submitted along with Auditor's Certificate.
3	Bidder should be a Net profit (profit after tax) making company in any two of the last three financial years (2015-16, 2016-17 & 2017-18).	Copies of the audited balance sheets of the company showing profit of the company for the two years out of last three consecutive financial years (2015-16, 2016-17 & 2017-18) should be submitted along with Auditor's Certificate.
4	The bidder should have positive net-worth (capital + reserves – accumulated, if any) for the last three financial years (i.e. 2015-16, 2016-17 & 2017-18)	Copies of the audited balance sheets of the company showing positive net-worth of the company for the consecutive last three financial years (2015-16, 2016-17 & 2017-18) should be submitted along with Auditor's Certificate.
5	Bidder should not have been black-listed by (the Central / any of the State Governments or any Financial Institutions in India as on date of RFP submission) any bank / institution in India.	Self-declaration to this effect on the company's letter head should be submitted. Bidder has to submit a Declaration in the format as mentioned in the **Annexure – K.**
6	The Bidder should have experience in implementation of NOSTRO reconciliation/SWIFT Message reconciliation solution in any commercial bank in India.	Copy of purchase order or reference letter of the organization evidencing the experience required as per clause, along with certificate of satisfactory service from the bank.
7	The bidder or its partner should have implemented integration between	Copy of purchase order or reference letter of the organization evidencing

	SWIFT Alliance Access and Finacle (version: 7.0.25/higher version) for both inward and outward messages in any Scheduled commercial bank in India.	the experience required as per clause along with successful implementation certificate.
8	The bidder or its partner should have support Centre in at least one location out of Mumbai/Kolkata/Bangalore for providing support at Bank's location at Mumbai/Kolkata/Bangalore. If not present at all locations, then physical/ Remote support should be provided from one location. All support to be provided by well experienced and trained personnel only who have experience of providing SWIFT related support/integration in similar Banks.	Detailed list of authorized service centers at the said delivery locations should be provided.
9	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.	An undertaking on the letterhead of the company has to be submitted as per the format given in Annexure-L.
Note: - In this tender process, either authorized representative / distributor in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product.		

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

Part –II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS

1. Invitation for Bids

UCO Bank invites sealed tenders comprising of Eligibility Bid, Technical bid and Commercial bid from experienced prospective bidders having proven capabilities for Implementation of NOSTRO and Message Reconciliation Solution. The prospective bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not to be acceptable to UCO Bank. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

2. Due Diligence

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

3. Tender Document & Fee

The tender document is to be downloaded from the bank's official website https://www.ucobank.com. The bidder downloading the tender document from the website is required to submit a non-refundable fee of **Rs 20,000/- (Rupees Twenty Thousands Only)** in the form of Demand Draft in favor of UCO BANK, payable at Kolkata, at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected. This non-refundable fee of **Rs. 20,000/- (Rupees Twenty Thousand Only)** can also be submitted through the electronic mode to the below mention account. The details of the account are as under:-

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

UCO BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the

affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false / incorrect information the bid will be rejected summarily by The Bank.

4. Earnest Money Deposit

The Bidder(s) must submit Earnest Money Deposit **in the form of Bank Guarantee valid for a period of 180 days** in favour of UCO Bank payable at Kolkata for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
Implementation of NOSTRO and Message Reconciliation.	**Rs. 5,00,000/-**

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee. **The EMD must be in the form of BG only, not in electronic form.**

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

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

Note: Exemption from submission of EMD and tender cost shall be given to bidders, who are Micro, Small and Medium Enterprises (MSME), and are registered with National Small Scale Industrial Corporation (NSIC) under its "Single Point Registration Scheme". The bidder has to submit necessary document issued by NSIC to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC which are valid on last date of submission of the tender documents. MSME firms which are in the process of obtaining NSIC certificate will not be considered for EMD and Tender cost exemption (Traders are excluded who are engaged in trading activity without value

additions/branding/packing. In such a case, they will have to submit EMD and Tender cost)

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

5. Rejection of the Bid

The Bid is liable to be rejected if:

a. The document does not bear signature of authorized person on each page signed and duly stamp.

b. It is received through Telegram/Fax/E-mail.

c. It is received after expiry of the due date and time stipulated for Bid submission.

d. Incomplete Bids, including non-submission or non-furnishing of requisite documents including Integrity Pact / Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.

e. Bidder should comply with all the points mentioned in the RFP. Noncompliance of any point will lead to rejection of the bid.

f. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

6. Pre Bid Meeting

The queries for the Pre-bid Meeting should be reached by email on or before the date mentioned in the Bid Control Sheet by e-mail to **hodit.calcutta@ucobank.co.in .** It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be Hosted on the Bank's website under Tender Section. The Pre-Bid Meeting date is mentioned in bid control sheet.

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting.

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

7. Modification and Withdrawal of Bids

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids.

8. Information Provided

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

9. 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.

10. Confidentiality

The Vendor agrees and undertakes that they shall hold in trust any information received by them, under the contract/agreement, and the strictest of confidence shall be maintained in respect of such information. The vendor has also to agree:

i. To maintain and use the Information only for the purposes of the contract/agreement and only a permitted by the Bank.
ii. To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original.
iii. To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this clause and
iv. To treat all information as Confidential Information.

Conflict of interest: The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

The Vendor is required to execute a *Non-Disclosure Agreement and Deed of Indemnity* with the bank (as per bank's format to be supplied) before or at the time of execution of the Service Level Agreement (SLA).

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the

Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

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

11. Disclaimer

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

12. Costs Borne by Respondents

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

13. No Legal Relationship

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

14. Errors and Omissions

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

15. Acceptance of Terms

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

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient ground for annulment of the award, in

which event, bank may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, bank shall appropriate the EMD/invoke the PBG of the successful bidder.

16. RFP Response

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

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

17. RFP Response Validity Period

RFPs response will remain valid and open for evaluation according to their terms for a period of at least **6 months** from the last date of opening of commercial bid.

18. Notification

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

19. Language of Bids

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

20. Indemnity

The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder shall not exceed the total cost of the order value. However, in case of any Penalty/Charges imposed by Statutory Bodies/Regulators/Court due to failure of bidders in performing its responsibility as a part of scope of work and other terms and conditions of this RFP/ Subsequent contract; same shall be borne by the bidder on actual basis.

21. Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond. **The bidder shall furnish proof of signature identification for above purposes as required by the Bank.**

In this regard, a Power of Attorney on a Judicial Stamp Paper is to be submitted from the Bidder side indicating the authorized signatory.

A true copy of Board Resolution of the Company has to be submitted, indicating the name of the person on whose Power of Attorney has been provided to act as Authorized signatory.

22. Submission of Offer – Three Bid System

Separate Eligibility, Technical and Commercial Bids along with the soft copies duly sealed and super scribed as "Eligibility Bid", "Technical Bid" and "Commercial Bid" respectively should be put in a single sealed outer cover duly sealed and super-scribed as "Selection of Vendor for Implementation of NOSTRO and Message Reconciliation Solution (Re-Tendering)(Eligibility Bid)", "Selection of Vendor for Implementation of NOSTRO and Message Reconciliation Solution (Re-Tendering) (Technical Bid)" and "Selection of Vendor for Implementation of NOSTRO and Message Reconciliation Solution (Re-Tendering) (Commercial Bid)" shall be submitted as per bid details given in the RFP.

(Separate Envelopes for Eligibility Bid, Technical Bid & Commercial Bid. One Separate envelope containing Tender Fee, EMD and Pre-Contract Integrity Pact should invariably be placed in Eligibility Bid envelope.)

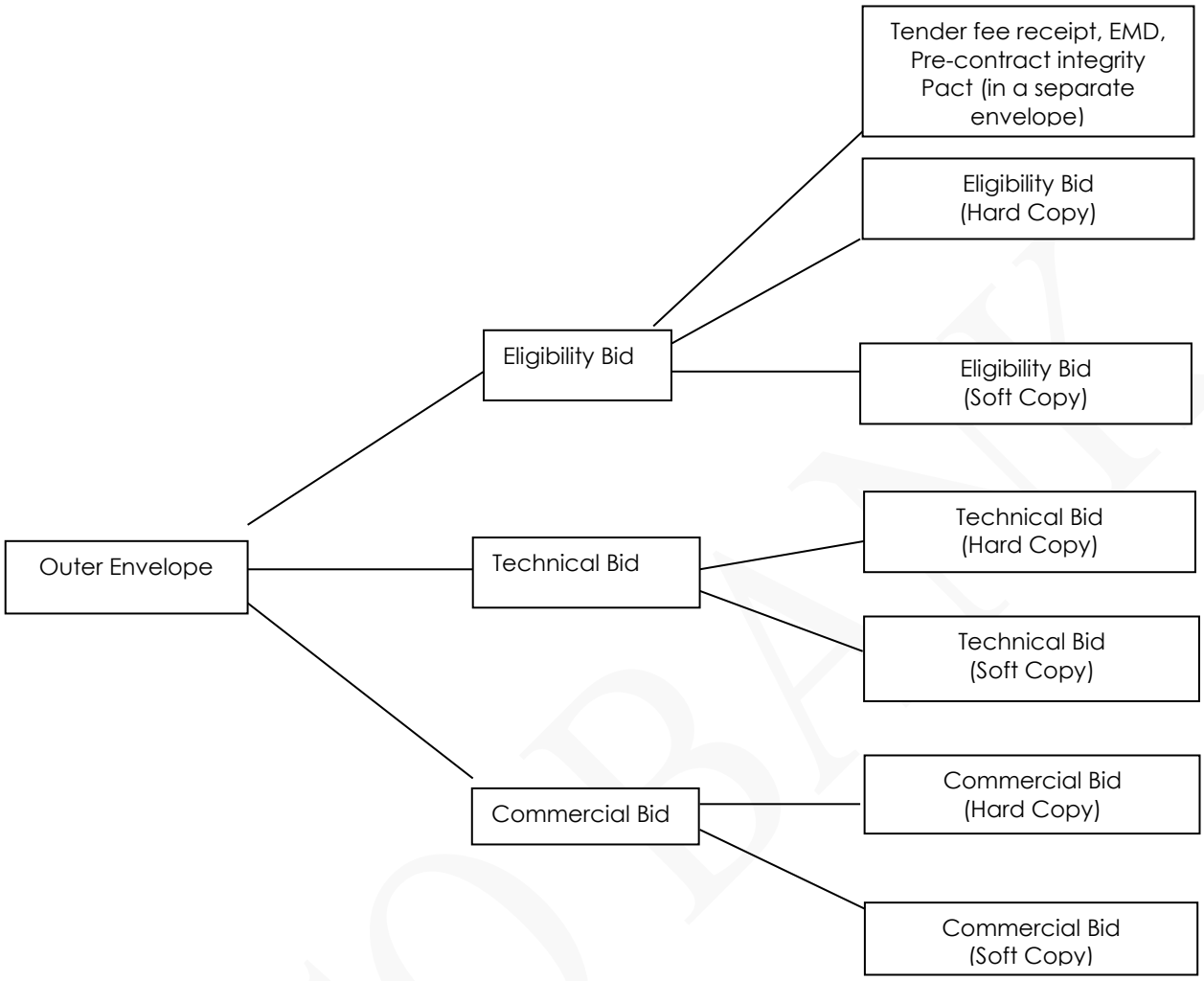
Sealed separate envelopes carrying Eligibility Bid, Technical Bid and Commercial Bid along with the soft copies should be kept in a single sealed outer cover duly sealed and super-scribed "Selection of Vendor for Implementation of NOSTRO and Message Reconciliation Solution (Re-Tendering)" as per the below mentioned diagram and as per bid details given in the RFP.

The bids (along with soft copy) shall be dropped/submitted at UCO Bank's address given in Bid Detail- Control Sheet Table, on or before the date specified therein.

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 Bidder
- Offer Reference
- Type of Offer (Technical or Commercial)



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

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

Note:

- If the outer cover / envelop are not sealed & super scribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.

- If any inner cover / envelop of a bid is found to contain all Eligibility/ Technical & Commercial Bids, then that bid will be rejected summarily.

- If any outer envelope is found to contain only the technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.

- If Tender fee receipt, EMD, Pre-contract integrity Pact is not present inside Eligibility Bid, the bid will be treated as incomplete and that bid will be liable for rejection.

- 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.

- 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.

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

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

23. Bid Price

Prices quoted by the Bidder shall be fixed. The Bid price should be quoted by the bidder as per format given in **Annexure – E** of the RFP.

The price should be inclusive of all taxes, duties, levies, charges, insurance, etc. except Service tax as applicable from time to time shall be paid separately. In case of any variation (upward or down ward) in Service tax 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 responsibility and liability of the selected bidder to levy applicable Taxes & duties in terms of Government guidelines from time to time. All taxes should be quoted at the prevailing rates at the time of bid submission. Any variations in the taxes quoted by the Bidder which are not in line with the applicable rates prevailing for such equipment/services may entail rejection of the Bidders proposal.

A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected forthwith. Any decision of UCO Bank in this regard shall be final, conclusive and binding on Bidders. 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 Bidder.

Terms of payment indicated in the Contract that will be issued by the Company to the selected Bidder will be final and binding on the Bidder and no interest will be payable by the Company on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Contract, the Bidder 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 Company and that the Invoice would be governed by the terms contained in the Contract concluded between Company and the selected Bidder". Bidder should ensure that the project timeline should not suffer for this reason.

24. Documents constituting the Bid

The Eligibility/Technical bid must be made in an organized and structured manner in the following form:

a. Table of Contents (Index)
b. Tender Forwarding Letter (Annexure – A)
c. Detailed Scope of Work (Annexure – B)
d. General Details of Bidders(Annexure – C)
e. Original Solution Developer Authorization Form (OAF)
f. Masked Commercial Bid (Annexure – E (i))
g. Compliance to Eligibility Criteria (Annexure – F) - Along with all required documentary evidence.
h. Performa for Performance Guarantee (Annexure – G)
i. Pre Contract Integrity Pact (Annexure – H)
j. Format of Pre-Bid Queries to be submitted by the Bidder(s) (Annexure – I)
k. Format of Bank Guarantee i.e. Earnest Money Deposit (Annexure – J)
l. Undertaking for Non-Blacklisting (Annexure – K)
m. Undertaking for Laws (Annexure – L)
n. Undertaking for Price Validity (Annexure – M)
o. Undertaking for No Deviations (Annexure – N)
p. Undertaking for 2 years Extendibility (Annexure – O)
q. Undertaking for Labour Wages Act (Annexure – P)
r. Undertaking for GST Law (Annexure – Q)
s. Undertaking for Authorization Letter (Annexure – R)
t. Financial Certificate (Annexure – S)

The Bidder should enclose a copy of the Masked Commercial Bid (as per the format provided in Annexure – E(i)) without the prices (please put 'XXX' mark wherever prices are quoted) along with other bid documents for evaluation purpose. Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

Part –III: BID OPENING AND EVALUATION CRITERIA

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

The Stages are:

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

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

1. Eligibility Evaluation:

The Eligibility would be evaluated first for the participating bidders. The bidders, who would qualify all Eligibility Criteria as mentioned in **Part-I, Clause 3,** will be shortlisted for the Technical bid evaluation.

2. Technical Evaluation:

The Technical evaluation will be done on the basis of comply chart provided by bidder as per Scope of work in Part IV.

RFP technical evaluation methodology that UCO BANK would adopt is as given below:

i. The functional and technical requirement is in the form of a table which is given as **Annexure – B** containing the required functionality features.

ii. The bidders should provide their response to the questionnaire in the column "Response".

Non-compliance of any point in scope of work and technical requirements as per Annexure – A will lead to rejection from the further bidding process. After technical evaluation, commercial bids of only technically qualified bidders will be opened.

3. Commercial Evaluation

The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in **Annexure – E.** The commercial offer should consist of comprehensive Cost for required solution. Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid.

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

the amount indicated in words shall prevail. Detailed Criteria for evaluation of Commercial Bid is furnished in **Annexure – E.**

Bank will finalize the L-1 bidder based on the TCO quoted by the bidder in **Annexure–E**.

a. The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
b. In case there is a variation in value between numbers and words; the value mentioned in words would be considered.
c. The Bidder needs to provide Unit costs for components and services; unit rates with applicable taxes would be considered for the TCO purposes.
d. In the event the bidder has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. However, for the purpose of actual payment to the selected bidder, original commercial bid of L1 shall be considered.

4. Normalization of bids

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

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

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

5. Issue of Corrigendum

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum.

Any such corrigendum shall be deemed to be incorporated into this RFP.

Part – IV

Scope of Work

Bank intends to select vendor for Implementation of NOSTRO Reconciliation and Messages Reconciliation Solution.

The Selected Bidder is required to deploy an end to end solution on turnkey basis including all requisites viz. hardware, software, application etc. ensuring complete compliance of RBI and other statutory bodies' Guidelines in this regard for providing following services:

1. The Bidder shall be responsible for Supply, Installation, Configuration, Integration, operationalization and Maintenance of NOSTRO Reconciliation and Messages Reconciliation Solution (complete solution including Hardware & Software) during entire period of Contract including Warranty and AMC in the Bank.
2. The Bidder is required to supply required Hardware and Software (OS/Application) with required licenses, install & deploy the solution at Bank's DC & DR, integrate the proposed solution with CBS (Finacle 7.0.2) and subsequent upgraded version and other ancillary banking applications as per Bank's requirement. If Bank decides to upgrade to future versions of Finacle, then redeployment of the Solution should be provided by the Bidder for all such upgrade during contract period, without any extra cost to the Bank.
3. The bidder would be required to carry out the customization to the Solution deployed for the Bank as per the regulatory guidelines, directives, additional requirements, etc. without any extra cost to the Bank during the contract period.
4. The support service shall be provided on 24x7 basis for ensuring proper upkeep and maintenance of the solution.
5. DC & DR sites will be located at two different geographical locations. Bidder has to maintain online data replication between DC & DR.
6. The Solution should have been implemented in higher security standards like Virtualization, Segregation of Servers, and compartmentalization. Secured Coding Practices, OWASP etc. to ensure 100% security of the Solution.
7. Reconciliation of payment messages shall be undertaken every 1-2 hours by comparing the outward messages with SWIFT confirmations or as specified by the Bank.
8. Nostro reconciliation shall be undertaken on real time basis and escalation of differences, if any identified, should be done immediately.
9. In the Ack reconciliation, all the outward messages to be included where if any unmatched entry found in comparison to SWIFT, the report should show the same. E.g. If any message directly created in SWIFT, that message should come as Not reconciled status in XMM.
10. The reconciliation for outward and inward messages should include all the message types.

11. In case of outward message from XMM to SWIFT, it will check the Ack/Nack response and capture the same in XMM for the outward messages reconciliation.
12. In case of inward message that are transmitted to Finacle, the message status should also be updated as processed or outstanding in XMM.
13. The outward message recon report should include the search criteria as message flow, message source, message type, start date, end date, branch id with BIC, message status and reference number.
14. The inward message recon report should include the search criteria as message flow, message source, message type, start date, end date, branch id with BIC, message status and reference number.
15. The outward and inward message recon report should have the columns as Message type, message ref no, trans no, message source, created date, XMM transmitted date, message status in XMM, message status in Finacle, Ack/Nack Received date, View option.
16. The message type should be MT 103, 202, 202 (cov), 740, 199, 299, 200, 320 for the payment outward and inward message reconciliation with MT 940 and 950 statements in XMM for Nostro reconciliation.
17. The MT940/950 statement as and when generated into SWIFT in the currency like JPY, USD etc. the settlement time would have been over and since the Nostro statement is auto generated, it should be ensured that flows to XMM in real time for reconciliation.
18. The logic provided for payment message Nostro recon should work on the field 20 of MT103 to be reconciled with field no 60/61 of MT940/950 and field no 32 (value date/amount/currency field) of MT103 should be reconciled with field no 60/61 of MT940/950 while the MUR number generated in XMM can also be included with Field 20 and Field 32. The MT940/950 fields no 60/61 to be used for recon.
19. The Unmatched and matched entries for the above payment messages report to be provided.
20. The search criteria for the payment message report generation both outward and inward should be message flow, Nostro date, value date, Nostro bank, Currency, Amount, Message type, reference no, trans no, customer account no , customer account name, beneficiary or remitter account details.
21. The report for NOSTRO recon should contain the columns as message ref no, trans no, message type, value date, amount, currency etc.
22. If there will be any duplicity of the messages in XMM or SWIFT, the same should be capture in unmatched entries report.
23. All the above message report for messages and nostro to generate in pdf or excel format and save, print option should be available with total count.
24. MIS should be developed to generate the required reports as mentioned above, in addition to other reports or above reports with additional columns can also be required.
25. The email alerts and SMS alert should be configured for unmatched entries for delivery to admin, back office and other specific users.

26. The dashboard should have summary of all the above reports with total count in each of the report.
27. In the reports, the search criteria can be multiple fields instead of single field.
28. SWIFT is having the Transaction copy service functionality for real time recon based on Ack/Nack copy received from SWIFT and transmitted to third party recon module; the same should be in scope so as to integrate this service in future with recon module without any additional cost to the bank.
29. If any of the new feature implemented by SWIFT like UETR etc. or any other requirement if observed in UAT or production later, addition of other messages or reports etc. should also be part of scope including the necessary customization without any extra cost to the bank.
30. The Successful bidder should maintain Uptime of 99.95% of the Solution both at DC & DR during contract period
31. Facility Management Services

    The FM support should be deployed at Bank's premises, for supporting the solution primarily for 12 hours (viz. 8 am to 8 pm) however in case of exigency the Bidder shall provide and maintain requisite skilled resources for extended hours as required.

    The brief scope for the FM resources is as under:

a. Responsible for maintaining the System and Application uptime of the Nostro & Message Reconciliation as specified by the Bank.
b. Should have knowledge of Database and related Operations required for maintaining the uptime of the solution.
c. Co-ordinate with Bank's IT Team or teams identified by the Bank, Field staff and for resolving the infrastructure related issues of the Solution.
d. Performing the Backup/restoration/patch/updates/upgrades of related activities pertaining to the OS/APP/DB/WEB Servers and related peripherals of the Solution & related servers.
e. FM personal will be responsible for Log shipment, Backup, DC DR cutover drill, Restore-implementation of disaster recovery plan, if requires as advised by the Bank.
f. User Management /Maintenance of the Solution.
h. Follow the Incident reporting system of the Bank and updating the same.
i. Log ticket with helpdesk for support related issues through any of the following mode: Telephonic, Email, Ticking Tool.
j. Maintain log of all down calls for MIS purpose and provide required MIS/reports etc. to Bank as per bank's requirement.
k. Provide daily, weekly, monthly, quarterly reports to Bank in formats finalized during operations.
l. Prepare necessary documentation for NOSTRO & Message Reconciliation Solution.
m. Work as per Standard Operating Processes defined by the Bank.

n. The resource should be well acquainted with processes followed by bidder for various activities related to services offered to Bank.
o. Escalate issues internally or to Bank's team for quick resolution of issues.
p. Extend necessary support for special activities like Quarterly Disaster Recovery Drills, Information Security Audits or any other activities pertaining to RFP scope of work.
q. Follow and implement change management process as per banks guidelines/policies.
r. Bidder has to act as single point contact and to carry out necessary coordination (call lodge, follow-ups etc.) with all stake holders for smooth functioning of the solution deployed within stipulated time frame.
s. Regular Patch Management of APP/OS/DB.

Part-V

1. Order details

The purchase order will be placed by Bank Head Office, DIT in the name of selected bidder as per requirement. The payment will be made by Head Office, DIT and the Performance Bank Guarantee for order will be required to be submitted in the same office.

2. Schedule of Implementation

The location for implementation of project will be at Integrated Treasury Branch at Mumbai. Implementation of the project should be completed within 4 weeks of issue of Letter of Intent (LOI) to the successful bidder.

3. Compliance with all Applicable Laws

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

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

defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the vendor.

All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. (Proof of compliance and labour license needs to be submitted along with the quotation).

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

4. Solicitation of employees

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

5. Performance Bank Guarantee

The selected bidder (hereinafter called vendor) shall be required to provide a Bank Guarantee for 10% of the total project cost issued by any scheduled commercial bank (other than UCO Bank) valid for the tenure of **5 years plus a claim period of 3 (three) months** from the date of execution of the SLA, indemnifying any loss to the Bank. The bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level Agreement (SLA). Bank reserves the right to invoke the BG for any non-compliance of the terms & conditions of the related RFP or this SLA executed between the vendor and the Bank at any point of time without prejudice to

its other rights and remedies available under the Contract and/or the Law (s) for the time being in force.

The Selected bidder, within 15 days from the date of letter of intent (LOI) will have to furnish a Performance Bank Guarantee, format as per **Annexure – G,** issued by any scheduled commercial bank equivalent to 10% of the project cost valid for 63 **months (60 months + a claim period of 3 months)** from the date of purchase order. However, the sleeted bidder may have to extend the validity of the Performance Bank Guarantee for a period of AMC/ATS as required by the Bank. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.

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

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Selected bidder is not able to fulfill any and all conditions specified in the document or is unable to complete the project within the stipulated time.

In case the contract is getting extended, the selected bidder shall submit the Bank Guarantee of 10% of the project cost of that period of time with a validity of the extension period with 3 months claim period.

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

6. Warranty

The Selected Bidder must provide 3 (Three) year on-site comprehensive warranty for all items to be supplied under this RFP covering all parts and labour from the date of acceptance of the systems by UCO Bank at the respective locations i.e. on-site comprehensive warranty and two year ATS/AMC (4th Year ATS/AMC & 5th Year ATS/AMC),

i. During the warranty period, the vendor will have to undertake comprehensive maintenance of the entire application, system software, hardware and accessories supplied by the vendor.

ii. The bidder shall be fully responsible for the manufacturer's warranty for all equipment, accessories, spare parts etc. against any defect arising from design, material, manufacturing workmanship, or any act or omission of the manufacturer / bidder or any defect that may develop under normal use of supplied equipment during the warranty period.

iii. Warranty shall not become void even if UCO Bank buys any other supplemental hardware from a third party installs it with / in these machines. However, the warranty will not be applied to such hardware installed. Besides the above, the vendor will have to enter into Service Level Agreement (SLA) with the Bank.

The draft format of SLAs will be provided after the Letter of Intent (LOI) with the successful bidder.

7. Payment Terms

The successful bidder shall give acceptance within 7 days from the date of receipt of the LOI/ Purchase Order. However, Bank reserves right to cancel order, if the same is not accepted within 7 days from the date of receipt of LOI/ Purchase Order.

- No advance payment will be made.
- 70 % of Total cost of Implementation for Hardware with system software (OS) on delivery, installation and commissioning of Client Software, Communication equipment etc. and submission of invoice with proof of delivery, installation and successful commissioning.
- 30% of Total cost of Implementation for Hardware and System Software after 3 months of live run.

For Software:

After 100% roll out of the module purchased	70% cost
After completion of 1st year of warranty for module implemented	10% cost
After completion of 2nd year of warranty for module implemented	10% cost
After completion of 3rd year of warranty for module implemented	10% cost

ATS on software item shall be paid in quarterly arrear basis.

8. Paying Authority

The payments as per the Payment Schedule covered hereinabove shall be paid by DIT, Head Office. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. from Integrated Treasury, Mumbai.

Following Documents are to be submitted for Payment:

- Invoice in Triplicate
- Duly receipted Delivery Challans
- Original Octroi Receipts, if any
- Installation Report, counter signed by an authorized official from the delivery site

- Go Live Certificate from Bank.

9. Repeated Failure

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

10. Liquidated Damage

Notwithstanding Bank's right to cancel the order, liquidated damages at 2% (Two percent) of the uncomissioned/undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total cost of ownership. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the Vendor or from the performance Bank Guarantee. Liquidated damages will be calculated per week basis. Dispatch details shall be shared by the vendor regularly after handing over the consignment to the concerned Courier Agency/Indian Postal services.

If the selected Bidder fails to provide any of the services after starting of operations, as per the terms of this RFP, the Bank shall be entitled to charge penalty/ liquidated damages @ 5% of the monthly bill, per week or part thereof.

The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder. Bank may invoke the Bank Guarantee for further delay in delivery, implementation and migration.

11. Force Majeure

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

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

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be

calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality shall survive termination of the SLA.

12. Contract Period:

The selected bidder need to execute a Service Level Agreement (SLA) with UCO Bank covering all terms and conditions of this RFP. SLA will cover performance and availability of the solution deployed. The contract period will be for a period of **five years** from the date of Agreement. The performance of the selected bidder shall be reviewed every quarter. Any offer falling short of the contract validity period is liable for rejection.

The draft format of SLAs will be provided after the Letter of Intent (LOI) with the successful bidder.

13. Service Level Agreement

The selected bidder will be required to sign the Service Level Agreement with the Bank within 15 days of the acceptance of the LOI.

The draft format of SLAs will be provided after the Letter of Intent (LOI) to the successful bidder.

14. 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.

15. Award of Contract

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

16. Penalty Clause:

- The Bidder shall perform its obligations under the respective work order and the agreement entered into with the Bank, in a professional manner.
- If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

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

- **Delayed Installation**

  - The bidder is required to deliver, install and commission the equipment required for this Solution as per the schedule mentioned.
  - The Solution is required to be configured by the bidder within 4 weeks in a time bound manner.
  - Penalty for non-adherence to the schedule for installation and commissioning will attract a penalty of 0.25% of the Total Contract value per week after the period of 4 weeks. (If the delay period is more than 3 days, it will be treated as one full week).
  - Failure to meet the SLA will attract penalty of 0.1% of TCO value per incidence and same will be deducted from any payment due to the Bank.

- **Downtime**

  - Bidder should provide facility of call logging through telephone, e-mail, web portal, etc. Bidder must submit call wise details monthly during warranty period.

  - Failure to meet the SLA will attract penalty of 0.1% of TCO value per incidence and same will be deducted from any payment due to the Bank

- **Facility Management**

  - Facility Management resources should be compensated with similar resources for their non-availability.
  - In case of non-availability of any resource for any shift will attract a deduction in cost of all resources for 1 day.

Total penalty mentioned for above and Liquidated damages shall be subject to maximum of **10% of the total contract value**. However, any penalty imposed by the Govt./RBI/ any other statutory body due to act/failure of conduct of bidder or its agents shall be entirely borne by the bidder. Once the maximum limit of the penalty is reached, the Bank may consider termination of the contract, after invoking Performance Bank Guarantee submitted by the bidder.

Bank may recover such amount of penalty from any payment being released to the successful bidder, irrespective of the fact whether such payment is related to this contract or otherwise.

17. Indemnity

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

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

The vendor 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 vendor or its employees/personnel. All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.

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

Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. The selected Bidder is required to submit the Deed of Indemnity. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notify the vendor in writing immediately on becoming aware of such claim, (ii) the Vendor has sole control of defense and all related settlement negotiations, (iii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation. Vendor shall be responsible for any loss of life, etc. due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc. as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions.

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

- Non-compliance of the vendor with Laws/Governmental Requirements
- Negligence and misconduct of the Vendor, its employees, and agents
- Breach of any terms of RFP, Representation
- Act or omission in performance of service.

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

18. Publicity

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

19. Privacy & Security Safeguards

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

20. Right to incorporate Changes

The Bank reserves right to incorporate changes in the application/project if new feature is implemented by SWIFT like UETR etc or any other requirement if observed in UAT or production later, addition of other messages or reports etc should also be part of scope including the necessary customization.

21. Guarantees

Selected bidder should guarantee that all the material as deemed suitable for the scope as defined under this document, are licensed and legal.

22. Preliminary Scrutiny

UCO BANK will scrutinize the offers / bids to determine whether they are complete, whether any errors have been made in the offer / bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

UCO BANK may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer / bid. This shall be final, conclusive and binding on all bidders and UCO BANK reserves the right for such waivers.

23. Resolution of Disputes

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

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 Head (IT) of UCO BANK/Purchaser and the Authorized Official of the Vendor. The matter shall then be resolved between them and the agreed course of action documented within a further period of 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 by arbitration and such dispute may be submitted by either party for arbitration within 15 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator and the two appointed arbitrators shall jointly appoint the third or the presiding arbitrator.

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

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. 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 Vendor shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement.

The Bank and the supplier Vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the Vendor, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project director and Vendor project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately refer the dispute to the senior authorized personnel designated by the Vendor and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Vendor and Bank, the Bank and the Vendor have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Kolkata.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

This RFP document shall be governed and construed in accordance with the laws of India. The courts of Kolkata alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

24. Exit Option and Contract Re-Negotiation

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

- Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;
- Delay in offering;
- Delay in commissioning project beyond the specified period;
- Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
- Serious discrepancy in project noticed during the testing;
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- Serious discrepancy in completion of project.
- Serious discrepancy in maintenance of project.

In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Selected Bidder.

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

The Bank shall have the option of purchasing the product from third-party suppliers, in case such product is available at a lower price and the Selected Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.

As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly,

The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.

The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

25. Corrupt and Fraudulent Practices

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

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

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

The Bank reserves the right to terminate the SLA and/or declare a firm ineligible, either indefinitely or for a stated period of time, if it is found that the vendor was itself engaged in corrupt or fraudulent practices in competing for or in executing the contract.

26. Termination

The Bank shall be entitled to terminate the agreement with the selected bidder at any time by giving **Thirty (30) days** prior written notice to the selected bidder.

The Bank shall be entitled to terminate the agreement at any time by giving notice if:

- The Selected bidder breaches its obligations under the scope document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice i.e. within the cure period of 30 days.

- The Selected bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved. The Selected bidder shall have right to terminate only in the event of winding up of the Bank.

- Delay in completing commissioning / implementation and acceptance tests/checks beyond the specified periods

- The selected vendor goes into liquidation, voluntarily or otherwise

- The selected vendor violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc

- An attachment is levied or continues to be levied for a period of seven days on the vendor

- The selected vendor fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed

- Deductions on account of liquidated damages/penalty exceed more than 10% of the total work order

- In case the selected vendor fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected vendor

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 selected 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.

Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

27. Termination for Insolvency

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

28. Termination for Default

UCO Bank, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Successful Bidder, may terminate the Contract in whole or in part.

29. Termination for Convenience

The Bank, by written notice sent to the Selected Bidder, 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 the Selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

30. Effect of Termination

a) In the event of termination of the SLA due to any cause whatsoever, [whether consequent to the expiry of stipulated terms of the Contract or otherwise], 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 selected bidder 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.

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

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

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

The Selected bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

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

Same terms (including payment terms) which were applicable during the term of the contract/ purchase order should be applicable for reverse transition services.

The selected bidder agrees that after completion of the Term or upon earlier termination of the assignment the selected bidder shall, if required by the Bank, continue to provide maintenance services to the Bank at no less favorable terms than those contained in this scope document. In case the bank wants to continue with the selected bidder's services after the completion of this contract/ purchase order then the selected bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain fixed.

The Bank shall make such prorated payment for services rendered by the selected bidder and accepted by the Bank at the sole discretion of the Bank in the event of clause of termination, provided that the selected bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably

committed to, up to the effective date of such termination" will be applicable to selected Bidder. There shall be no termination compensation payable to the selected bidder.

Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the selected bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision Selected Bidder hereof which is expressly intended to come into force or continue in force on or after such termination.

31. Arbitration

All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the construction, meaning and operation, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.

Work under the Contract shall be continued by the Selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due to payable by the Bank, to the Selected bidder shall be withheld on account of the ongoing arbitration proceedings, if any unless it is the subject matter or one of the subject matters thereof. The venue of the arbitration shall be at KOLKATA, INDIA.

32. Applicable law & Jurisdiction of court

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

33. Limitation of Liability

Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

a. IP Infringement indemnity.
b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the

purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP.

c. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order

34. Compliance

The products & services offered to the Bank must be incompliance with all laws, regulations & Govt. guidelines of India. Also it should not violate any of the provisions of the IT act in anyway or any other legal provisions relating to such products or services in India.

35. No Set-off, counter-claim and cross claims

In case the Successful Bidder has any other business relationship with UCO Bank, no right of set-off, counter-claim and cross-claim and/ or otherwise will be available to the Successful Bidder. However, UCO Bank shall have such rights against the Successful bidder.

36. Bank's Right

Bank reserves the sole right to itself for including any addendum to this entire bid process. The bidder shall not claim as a right for requiring Bank to do the aforesaid.

37. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written mutual consent signed by both the Parties i.e. the Successful Bidder and UCO Bank. The Successful Bidder, however, agrees it shall be bound to amend the Contract, if so required by UCO Bank, for giving effect to any amendment, modification etc. in the applicable laws including but not limited to amendment/ modification etc. in the Reserve Bank of India Act, 1934/ the Banking Regulations Act, 1949 and/ or to give effect to any modifications, amendments or fresh guidelines issued/ imposed by RBI.

37. Adoption of Integrity Pact:

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

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

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

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. **Format of IP is attached as Annexure-H for strict compliance**.

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

a) Shri S R Raman
1A-121, Kalpataru Gardens
Near East-West Flyover
Kandivali East, Mumbai - 400101
E-mail:- raman1952@gmail.com

b) Ms Vijayalakshmi R Iyer
Flat No. – 1402, Barberry Towers,
Nahar Amrit Shakti,
Chandivali, Powai, Mumbai – 400072
E-mail:- vriyer1955@gmail.com
The Integrity Pact should be stamped as per the stamp law of respective state and duly signed with seal on all pages in presence of two witnesses.

ANNEXURE – A

(Tender offer forwarding letter)

Tender Ref. No.: DIT/BPR&BTD/OA/XXXX/2018-19 **Date: XX/XX/2019**

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

Dear Sir,

Sub: RFP for Selection of Vendor for Implementation of NOSTRO and Message Reconciliation Solution vide RFP Ref No. DIT/BPR&BTD/OA/XXXX/2018-19 dated XX/XX/2019

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we, the undersigned, hereby enclose our offer to UCO Bank that intends for Selection of Vendor for Implementation of NOSTRO and Message Reconciliation Solution (Re-Tendering) and will be Providing Services mentioned in the RFP document forming Eligibility, Technical and Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility, Technical and Commercial Bids by The Bank we undertake to the process of UCO Bank for Selection of Vendor for Implementation of NOSTRO and Message Reconciliation Solution (Re-Tendering) as per your purchase orders.

In the event of our selection by the Bank for Selection of Vendor for Implementation of NOSTRO and Message Reconciliation Solution (Re-Tendering), we will submit a Performance Guarantee for a sum equivalent to 10% of the order value to be valid for a period of **Five years** in favour of **UCO BANK** effective from the month of execution of Service Level Agreement or successful go live whichever is earlier.

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

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

We understand that The Bank is not bound to accept the lowest or any offer the Bank may receive. We also certify that we have not been blacklisted by any PSU Bank/IBA/RBI during the last five years and also at the time of bid submission.

Dated this ____day of _____2019

Signature: _____

(In the Capacity of) _____
Duly authorized to sign the tender offer for and on behalf of

ANNEXURE – B

(Detailed Scope of Work)

Description	Bank's Requirement	Bidder's Response
Supply, Installation, Configuration, Integration, operationalization and Maintenance of NOSTRO Reconciliation and Messages Reconciliation Solution (complete solution including Hardware & Software with required licence/authorisation) during entire period of Contract including Warranty and AMC in the Banks' Dc and DR. If Bank decides to upgrade to future versions of Finacle, then redeployment of the Solution should be provided by the Bidder for all such upgrade during contract period, without any extra cost to the Bank	Yes	
The Solution should have been implemented in higher security standards like Virtualization, Segregation of Servers, and compartmentalization. Secured Coding Practices, OWASP etc. to ensure 100% security of the Solution.	Yes	
DC & DR sites will be located at two different geographical locations. Bidder has to maintain online data replication between DC & DR	Yes	
Carry out the customization to the Solution deployed for the Bank as per the regulatory guidelines, directives, additional requirements, etc. without any extra cost to the Bank during the contract period	Yes	
The support service shall be provided on 24x7 basis for ensuring proper upkeep and maintenance of the solution	Yes	
Reconciliation of payment messages shall be undertaken every 1-2 hours by comparing the outward messages with SWIFT confirmations or as specified by Bank.	Yes	
Nostro reconciliation shall be undertaken on real time basis and escalation of differences, if any identified, should be done immediately.	Yes	
In the Ack reconciliation, all the outward messages to be included where if any unmatched entry found in comparison to SWIFT, the report should show the same. Eg. If any message directly created in SWIFT, that message should come as Not reconciled status in XMM.	Yes	
The reconciliation for outward and inward messages should include all the message types.	Yes	

In case of outward message from XMM to SWIFT, it will check the Ack/Nack response and capture the same in XMM for the outward messages reconciliation. In case of inward message that are transmitted to Finacle, the message status should also be updated as processed or not in XMM		
The outward message recon report should include the search criteria as message flow, message source, message type, start date, end date, branch id with BIC, message status and reference number.	Yes	
The inward message recon report should include the search criteria as message flow, message source, message type, start date, end date, branch id with BIC, message status and reference number	Yes	
The outward and inward message recon report should have the columns same as provided in document with total count	Yes	
The outward and inward message recon report should have the columns as Message type, Message ref. no., Transaction No., Message source, Created Date, XMM transmitted Date, Message Status in XMM, Message status in Finacle, Ack/Nack Received date, View option	Yes	
The message type should be MT 103, 202, 202 (cov), 740, 199, 299, 200, 320 for the payment outward and inward message reconciliation with MT 940 and 950 statements in XMM for Nostro reconciliation	Yes	
The MT940/950 statement as and when generated into SWIFT in the currency like JPY, USD etc the settlement time would have been over and since the Nostro statement is auto generated, it should be ensured that flows to XMM in real time for reconciliation	Yes	
The logic provided for payment message Nostro recon should work on the field 20 of MT103 to be reconciled with field no 60/61 of MT940/950 and field no 32 of MT103 should be reconciled with field no 60/61 of MT940/950 while the MUR number generated in XMM can also be included with field 20 and field 32. The MT940/950 fields no 60/61 to be used for reconciliation. The Unmatched and Matched entries for the above payment messages report to be provided.	Yes	
The Unmatched entries for the above payment messages report to be provided with all the matched entries report also.If there will be any duplicity of the	Yes	

message in XMM or SWIFT, the same should be captured in unmatched entries report.		
The search criteria for the payment message report generation both outward and inward should be message flow, Nostro date, value date, Nostro bank, Currency, Amount, Message type, reference no, transaction no., customer account no, customer account name, beneficiary or remitter account details. In the reports, the search criteria can be multiple fields instead of single fields.	Yes	
The report for nostro recon should contain the columns provided in document with addition to the above columns also	Yes	
All the above message report for messages and nostro to generate in pdf or excel format and save, print option should be available with total count	Yes	
The email alerts and sms alert should be configured for unmatched entries to admin, back office and other specific users	Yes	
The dashboard should have summary of all the above reports with total count in each of the report.	Yes	
SWIFT is having the Transaction copy service functionality for real time recon based on Ack/Nack copy received from SWIFT and transmitted to third party recon module; the same should be in scope so as to integrate this service in future with recon module without any additional cost to the Bank.	Yes	
If any of the new feature implemented by SWIFT like UETR etc or any other requirement if observed in UAT or production later, addition of other messages or reports should also be part of scope including the necessary customization	Yes	
FM support should be deployed at Bank‟s premises, for supporting the solution primarily for 12 hours (viz. 8 am to 8 pm) however in case of exigency the Bidder shall provide and maintain requisite skilled resources for extended hours as required. The FM support should provide all the services mentioned in Scope section of RFP and other services as per scope of work.	Yes	

Annexure – C

General Details of the Bidder

A. Profile of Bidder

Name of bidder:

1. Location

   Regd. Office:
   Controlling Office:

2. Constitution
3. Date of incorporation & Date of Commencement of business:
4. Major change in Management in last three years
5. Names of Banker /s
6. Name and contact details of authorized signatory:

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

	2015-16	2016-17	2017-18
Net Worth			
Turnover			

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

C. Proposed Service details in brief

- **Description of service :**
- **Details of similar service provided to PSU organization/BFSI in India specifying the number of Banks and branches**

Details of Experience in the field of RFP for Selection of Vendor for Implementation of NOSTRO and Message Reconciliation Solution (Re-Tendering).

PSU Organization/BFSI		
Name of Organization	**Period**	
	From	**To**

N.B. Enclose copies of Purchase Orders and references

Signature of Bidder: _____
Place: _____ **Name:** _____
Date: _____ **Business Address:** _____

Annexure – D

Original Solution Developer Authorization Form (OAF)

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

Dear Sir,

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

We hereby extend our guarantee/ warranty as per terms and conditions of the RFP No …….. and the contract for the equipment and services offered for supply against this RFP No …….. by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No. ……. in respect of such equipment and services.

Yours Faithfully

Authorized Signatory

(Name:

Phone No.:

Fax:

E-mail :)

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

Annexure – E

Commercial Bid

(Amount in Rs.)

TABLE-A

Sl. No	Item Description	Cost	IGST (if applicable) (in %)	CGST (If applicable) (in %)	SGST/UGST (if applicable) (in %)	Total Cost Including Taxes
	(1)	(2)	(3)	(4)	(5)	(6)
1	Reconciliation application/software					
2	Other Software Licenses, if any.					
Total cost quoted(In figures)						
Total cost quoted(In Words)						

TABLE-B

Sl. No	Item Description	Cost	IGST (if applicable) (in %)	CGST (If applicable) (in %)	SGST/UGST (if applicable) (in %)	Total Cost Including Taxes
	(1)	(2)	(3)	(4)	(5)	(6)
1	Maintenance and support service of NOSTRO and Message Reconciliation solution and allied software (for 5 years (3+2 ATS))					
2	Others, if any, for the implementation of the above project, please specify.					
Total cost quoted(In figures)						
Total cost quoted(In Words)						

TABLE – C

Sl. No	Item Description	Cost	IGST (if applicable) (in %)	CGST (If applicable) (in %)	SGST/UGST (if applicable) (in %)	Total Cost Including Taxes
	(1)	(2)	(3)	(4)	(5)	(6)
1	Hardware Cost, if any, for the implementation of the project					
2	AMC Charges for 4th Year					
3	AMC Charges for 5Th Year					
4	Others, if any, for the implementation of the above project, please specify.					
Total cost quoted(In figures)						
Total cost quoted(In Words)						

We confirm that:-

01. The calculation for arriving at TCO is properly mentioned in the appropriate columns and we also confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO the Bank will have the right to correct the same and it will be binding upon our company.
02. If the cost for any line item is indicated as zero or blank, then Bank may assume that the said item is provided to the bank without any cost. All cost is quoted in INR only.
03. If cost of any item is left blank then bank will follow the system of normalization, where it will insert the "highest of all bid" cost and will arrive at the TCO.
04. In case of any discrepancy between figures & words, the amount in words shall prevail.
05. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
06. We have ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
07. Lowest Bidder (L1) will be determined on the Sl. No. 6, i.e. Grand Total for supply of hardware, software and FM resources for

the period of contract i.e. 5 years **(Total Cost of Ownership, i.e. TCO)**.

08. 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.
09. 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.
10. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
11. Please note that any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated XX.XX.2018 and subsequent pre-bid and amendments.

Company Seal **Authorized Signatory**

Date

Name & Designation:

UCO BANK

Annexure – E(i)

Masked Commercial Bid

(Amount in Rs.)

TABLE-A

Sl. No	Item Description	Cost	IGST (if applicable) (in %)	CGST (If applicable) (in %)	SGST/UGST (if applicable) (in %)	Total Cost Including Taxes
	(1)	(2)	(3)	(4)	(5)	(6)
1	Reconciliation application/software	XXXX	XXXX	XXXX	XXXX	XXXX
2	Other Software Licenses, if any.	XXXX	XXXX	XXXX	XXXX	XXXX
Total cost quoted(In figures)	XXXX					XXXX
Total cost quoted(In Words)	XXXX					

TABLE-B

Sl. No	Item Description	Cost	IGST (if applicable) (in %)	CGST (If applicable) (in %)	SGST /UGST(if applicable) (in %)	Total Cost Including Taxes
	(1)	(2)	(3)	(4)	(5)	(6)
1	Maintenance and support service of NOSTRO and Message Reconciliation solution and allied software (for 5 years (3+2 ATS))	XXXX	XXXX	XXXX	XXXX	XXXX
2	Others, if any, for the implementation of the above project, please specify.	XXXX	XXXX	XXXX	XXXX	XXXX
Total cost quoted(In figures)						
Total cost quoted(In Words)						

TABLE – C

Sl. No	Item Description	Cost	IGST (if applicable) (in %)	CGST (If applicable) (in %)	SGST/UGST (if applicable) (in %)	Total Cost Including Taxes
	(1)	(2)	(3)	(4)	(5)	(6)
1	Hardware Cost, if any, for the implementation of the project	XXXX	XXXX	XXXX	XXXX	XXXX
2	AMC Charges for 4th Year	XXXX	XXXX	XXXX	XXXX	XXXX
3	AMC Charges for 5Th Year	XXXX	XXXX	XXXX	XXXX	XXXX
4	Others, if any, for the implementation of the above project, please specify.	XXXX	XXXX	XXXX	XXXX	XXXX
Total cost quoted(In figures) XXXX						XXXX
Total cost quoted(In Words) XXXX						

We confirm that:-

01. The calculation for arriving at TCO is properly mentioned in the appropriate columns and we also confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO the Bank will have the right to correct the same and it will be binding upon our company.
02. If the cost for any line item is indicated as zero or blank, then Bank may assume that the said item is provided to the bank without any cost. All cost is quoted in INR only.
03. If cost of any item is left blank then bank will follow the system of normalization, where it will insert the "highest of all bid" cost and will arrive at the TCO.
04. In case of any discrepancy between figures & words, the amount in words shall prevail.
05. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
06. We have ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
07. Lowest Bidder (L1) will be determined on the Sl. No. 5, i.e. Grand Total for supply of hardware, software and FM resources for

the period of contract i.e. 5 years **(Total Cost of Ownership, i.e. TCO)**.

08. 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.
09. 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.
10. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
11. Please note that any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated XX.XX.2018 and subsequent pre-bid and amendments.

Company Seal **Authorized Signatory**

Date

Name & Designation:

UCO BANK

Annexure – F

Checklist Document for Eligibility Criteria Compliance

Sl. No.	Criteria	(Proof of documents required / must be submitted)	Compliance (Y/N)
1	Bidder should be a company (Private /Public) registered in India under the Companies Act, 1956/2013.	Certificate of incorporation & commencement of Business (whichever applicable) should be submitted. The Certificate of Incorporation issued by Registrar of Companies along with the copies of **Memorandum and Articles of Association** are required to be submitted along with the eligibility bid.	
2	The Bidder should have minimum annual turnover of Rs. 5 Crores per year / during the last three financial years (2015-16, 2016-17 & 2017-18).	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three financial years (2015-16, 2016-17 and 2017-18) should be submitted along with Auditor's Certificate.	
3	Bidder should be a Net profit (profit after tax) making company in any two of the last three financial years (2015-16, 2016-17 & 2017-18).	Copies of the audited balance sheets of the company showing profit of the company for the two years out of last three consecutive financial years (2015-16, 2016-17 & 2017-18) should be submitted along with Auditor's Certificate.	
4	The bidder should have positive net-worth (capital + reserves – accumulated, if any) for the last three financial years (i.e. 2015-16, 2016-17 & 2017-18)	Copies of the audited balance sheets of the company showing positive net-worth of the company for the consecutive last three financial years (2015-16, 2016-17 & 2017-18) should be submitted along with Auditor's Certificate.	
5	Bidder should not have been black-listed by (the Central / any of the State Governments or any Financial Institutions in India as on date of RFP submission) any bank / institution in India.	Self-declaration to this effect on the company's letter head should be submitted. Bidder has to submit a Declaration in the format as mentioned in the **Annexure – K.**	
6	The Bidder should have experience in implementation of NOSTRO reconciliation/SWIFT Message reconciliation solution in any commercial bank in	Copy of purchase order or reference letter of the organization evidencing the experience required as per clause, along with certificate of satisfactory service from the bank.	

	India.		
7	The bidder or its partner should have implemented integration between SWIFT Alliance Access and Finacle (version: 7.0.25/higher version) for both inward and outward messages in any Scheduled commercial bank in India.	Copy of purchase order or reference letter of the organization evidencing the experience required as per clause along with successful implementation certificate.	
8	The bidder or its partner should have support Centre in at least one location out of Mumbai/Kolkata/Bangalore for providing support at Bank's location at Mumbai/Kolkata/Bangalore. If not present at all locations, then physical/ Remote support should be provided from one location. All support to be provided by well experienced personnel only who have experience of providing SWIFT related support/integration in similar Banks.	Detailed list of authorized service centers at the said delivery locations should be provided.	
9	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.	An undertaking on the letterhead of the company has to be submitted as per the format given in Annexure-X.	
Note: - In this tender process, either authorized representative / distributor in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product.			

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

Annexure – G

PROFORMA FOR PERFORMANCE GUARANTEE

(To be stamped in accordance with the stamp act)

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD),Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt M/s (Name of the vendor Company) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the vendor company) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no. ….dated…… issued to the Vendor and an Agreement to be made between UCO Bank and the Vendor for a period of …….. In pursuance of Request For Proposal no……..dated…… , as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs…… (Rupees…… Only).
We, …….. [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of …….. [VENDOR] do hereby undertake to pay to UCO BANK an amount not exceeding Rs……...against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.

2. We …… [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs……..

3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

4. We …….. [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the

terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before …….. (Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We …… [indicate the name of bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.

7. We …… [Indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.
Notwithstanding anything contained herein:
i) Our liability under this Bank Guarantee shall not exceed Rs…….. (Rupees……) only.
ii) This Bank Guarantee shall be valid upto …… and
iii) 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.
Authorized Official.

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

Annexure – H

PRE CONTRACT INTEGRITY PACT

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

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

And

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

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

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc of _____ and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licensor who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).
In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. Commitments of the Buyer

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

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

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

(iii) The Buyer will exclude from the process all known prejudiced persons.

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

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

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

(i) The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.

(ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

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

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

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

5.4 Agents / Agency Commission

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

6. Previous Transgression

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

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

7. Company Code of Conduct

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

8. Sanctions for Violation

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

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

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

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

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

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

9. Compensation for Damages

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

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

10. Price Fall Clause

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

11. Independent External Monitor(s)

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

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

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

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

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

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

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

12. Law and Place of Jurisdiction

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

13. Other Legal Actions

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

14. Integrity Pact Duration.

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

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

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

15 Other Provisions

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

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

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

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

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

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

18. The Parties here by sign this Integrity Pact at_____on _____ (Seller/Bidder) and _____on _____ (Buyer)

BUYER **Signature:** **General Manager/D.G.M,** **UCO Bank ,** **……..Division**	**BIDDER * /SELLER*** **Signature:** **Authorized Signatory (*)**
Place:	**Place:**
Date:	**Date:**
Witness 1:	**Witness 2:**
(Name & Address)	**(Name & Address)**

Annexure – I

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

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

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

UCO BANK

Annexure – J

Format of Bank Guarantee (EMD)

To

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

Dear Sir,

In response to your invitation to respond to your RFP for Selection of Vendor for Implementation of NOSTRO and Message Reconciliation Solution (Re-Tendering) vide RFP Ref No. DIT/BPR&BTD/OA/XXXX/2018-19 dated XX/XX/2018, M/s _____having their registered office at _____hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for Selection of Vendor for Implementation of NOSTRO and Message Reconciliation Solution (Re-Tendering).

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____Bank having our Head Office _____ hereby irrevocably guarantee an amount of **Rs. 5 Lacs** (**Rupees Five Lacs Only)** as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

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

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

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

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed **Rs. 5.00 Lacs only** (Rupees Five Lacs Only).

2. This Bank guarantee will be valid up to_____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before_____.

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

Yours faithfully,

For and on behalf of

_____ Bank

Authorised Official

Note: 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.

(The value of the stamp paper will be as applicable at the place of issuing of Bank Guarantee.)

UCO BANK

Annexure – K

Undertaking to be given by the Bidders

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

Dear Sir(s),

Sub: Request for Proposal (RFP) for "Selection of Vendor for Implementation of NOSTRO and Message Reconciliation Solution (Re-Tendering)**" vide "RFP Ref No: DIT/BPR&BTD/OA/XXXX/2018-19 Dated XX/XX/2019"**

a. We, M/s _____, the undersigned, hereby confirm that we have read and understand 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.

We, M/s _____, the undersigned, hereby confirm that we will supply the link with good service of connectivity as mentioned herein technical specifications.

Bank reserves the sole right to decide by itself for discontinuation of contract if the quality of paper is maintained as mentioned in the RFP.

(Deviation to the above if any, the Bidder must provide details of such action(s))
(1)
(2)

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

Annexure – L

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 & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064.

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

In consideration of 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 for Selection of Vendor for Implementation of NOSTRO and Message Reconciliation Solution (Re-Tendering) vide RFP Ref No. DIT/BPR&BTD/OA/XXXX/2018-19 dated XX/XX/2019** 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 Authorized Signatory (s)]

Annexure – M

Undertaking by the bidder

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

Dear Sir,

Sub: RFP for Selection of Vendor for Implementation of NOSTRO and Message Reconciliation Solution (Re-Tendering) vide RFP Ref No. DIT/BPR&BTD/OA/XXXX/2018-19 dated XX/XX/2019 We submit our Bid Document herewith.

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

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

Yours faithfully,

For……..

(Signature and seal of authorized person)

Place:

Date:

Annexure – N

Undertaking Letter to the Bank on the Vendor's Letterhead

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

Dear Sir,

Sub: RFP for Selection of Vendor for Implementation of NOSTRO and Message Reconciliation Solution (Re-Tendering) vide RFP Ref No. DIT/BPR&BTD/OA/XXXX/2018-19 dated XX/XX/2019

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

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

Yours faithfully,

For……..

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Annexure – O

(Proforma of letter to be given by all the Bidder participating in the Bank for Selection of Vendor for Implementation of NOSTRO and Message Reconciliation Solution (Re-Tendering) RFP on their official letterheads.)

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

Dear Sir,

Sub: RFP for Selection of Vendor for Implementation of NOSTRO and Message Reconciliation Solution (Re-Tendering) vide RFP Ref No. DIT/BPR&BTD/OA/XXXX/2018-19 dated XX/XX/2019

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:

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

We hereby confirm that we are agreeable to provide services as per SLA for a period of 3 years, extendable by another 2 years on base of performance. All the Annexure with other Technical documents duly filled in and signed are enclosed. We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

The price quote in the commercial template in Annexure – E valid for a period of 1 year from the date of RFP response process closes.

Yours faithfully,

Authorized Signatory:

Designation:

Bidder's corporate name:

Annexure – P

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

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

Dear Sir,

Sub: RFP for Selection of Vendor for Implementation of NOSTRO and Message Reconciliation Solution (Re-Tendering) vide RFP Ref No. DIT/BPR&BTD/OA/XXXX/2018-19 dated XX/XX/2019

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 bidder 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 vendor 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)

Bidder's corporate name:
Place:
Date:

Annexure – Q

Undertaking Letter on the vendor's letterhead for GST Law

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

Dear Sir,

Sub: RFP for Selection of Vendor for Implementation of NOSTRO and Message Reconciliation Solution (Re-Tendering) vide RFP Ref No. DIT/BPR&BTD/OA/XXXX/2018-19 dated XX/XX/2019

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

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

Yours faithfully,
For……..
Designation:
(Signature and seal of authorized person)

Bidder's corporate name:
Place:
Date:

UCO BANK

Annexure – R

Undertaking format for Authorization letter

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

Dear Sir,

Sub: RFP for Selection of Vendor for Implementation of NOSTRO and Message Reconciliation Solution (Re-Tendering) vide RFP Ref No. DIT/BPR&BTD/OA/XXXX/2018-19 dated XX/XX/2019

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

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

Yours Faithfully

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

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

Annexure – S

RFP for Selection of Vendor for Implementation of NOSTRO and Message Reconciliation Solution (Re-Tendering) vide RFP Ref No. DIT/BPR&BTD/OA/XXXX/2018-19 dated XX/XX/2019

FINANCIAL CERTIFICATE

(To be provided by Statutory Auditor/Chartered Accountant)

This is to certify that M/s_____, a company incorporated under the companies act, 1956/2013 with its headquarters at, _____ has the following Turnover, Net worth and Profit After Tax from its Indian Operations. This information is based on the Audited Financial Statements for 2015-16, 2016-17 and 2017-18.

Financial Year	Turnover (in Rs.)	Net Profit/Loss (in Rs.)	Net Worth (in Rs.)
2015-16			
2016-17			
2017-18			

Date:_____
Place:_____

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Seal of Company