



UCO BANK

TREASURY & INTERNATIONAL DEPARTMENT
HEAD OFFICE, 10, B.T.M.SARANI
KOLKATA - 700 001

**REQUEST FOR PROPOSAL (RFP)
(TECHNO- COMMERCIAL)
FOR
TURNKEY PROJECT FOR INTEGRATED TREASURY SOLUTION**

**RFP REF No. : 2113/2010-11
Date : 11/02/2011**

The information provided in response to this Request For Proposal (RFP) will become the property of the bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves the right to accept or reject any or all the responses to this RFP without assigning any reasons whatsoever.

This document is prepared by UCO Bank for its Integrated Treasury Solution. It should not be reissued or copied or used either partially or fully in any form

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Note:- The RFP is floated on our website <http://www.ucobank.com>. UCO Bank reserves the right to change the dates mentioned above. Changes if any, related to RFP will be posted on the above web site. Vendors must check the website before submitting response to RFP.

Calendar of Events		
1.	Date of commencement of RFP Process/sale of Bidding Document	11-02-2011
2.	Queries, if any, to be communicated by the bidders	21-02-2011
3.	Date, time & Venue of Pre-bid Meeting	25-02-2011 03.00 PM at: UCO BANK Treasury & International Department Head Office, 6th. Floor 10, B.T.M. Sarani Kolkata - 700 001.
4.	Last date, time & Venue for submission of Bid Documents	14-03-2011 03.00 PM at: UCO BANK Treasury & International Department Head Office, 6th. Floor 10, B.T.M. Sarani Kolkata - 700 001.
5.	Date and Time of Technical Bid & Commercial Bid Opening	a. Technical Bid - 14-03-2011 04.00 PM b. Date of Commercial Bid opening will be intimated to the Bidder/s qualifying in Technical Bid.
6.	Place of opening of Bids	UCO BANK Treasury & International Department Head Office, 6th. Floor 10, B.T.M. Sarani Kolkata - 700 001
7.	Address for communication	UCO BANK Treasury & International Department Head Office, 6th. Floor 10, B.T.M. Sarani Kolkata - 700 001. Fax: 033-22254182 Email id: hoidiv.calcutta@ucobank.co.in
8.	Contact Person	Mr .N. Jagadeesh, Asst General Manager Phone No.: 033-22254282 Mobile no:+91-9163300905
9.	Cost of RFP document	Rs. 10,000/- in the form of Demand Draft/Pay order in favour of " UCO BANK " payable at Kolkata. The DD/PO should be submitted along with the Technical Bid.
10.	Cost of Earnest Money deposit	Rs. 30 Lacs in the form of a Bank Guarantee issued by a Scheduled Indian Bank or a Foreign bank located in India or a Demand Draft/Pay Order favouring " UCO BANK " payable at Kolkata .

Note: Bids will be opened in presence of the bidder's 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, the bids will be received till the specified time on next working day and will be opened at 4:00 PM. on the next day.

INTRODUCTION

UCO Bank (BANK) invites Request For Proposal for a Turnkey Project for Integrated Treasury Solution from vendors with proven track record of architecting *similar* solutions and its successful implementation in India based Public Sector Banks. The scope of the project envisages installation, customization, parameterization, implementation and maintenance of application software, system software, database, interfaces etc. as well as supply, installation & maintenance of related hardware for the Treasury Branch, Mumbai (Primary site) and the Disaster Recovery site (DR Site) at Head Office, Kolkata, with training to Bank's designated personnel.

At present, Domestic Treasury and Forex Operations are being handled at Mumbai from the same premises. Domestic Treasury & Forex treasury is currently running on a programme based on Oracle database (Version 9.2.0.8) with Power Builder (Version 6.0) at the front end having two-way interface with the Core Banking Application (Finacle). The programme is running on Windows Platform (2000 Advance Server SP4). Bank has implemented 100% Core Banking Solution (CBS) with Finacle Version 7.0.19 of M/s Infosys Technologies Ltd. in 2174 branches across India spread over all the states and Union Territories. At present there is one A Category branch at Treasury, Mumbai and 64 B Category branches spread over India and two overseas centres at Singapore and Hongkong respectively. All the Forex transactions of B category branches are routed to Treasury branch from CBS through two way interface for rate, position and other accounting purposes at both ends.

The current volume of transactions is about 100 number of Deals per day in Domestic treasury and about 800 in Forex Treasury. The solution should be scalable enough to take care of the volume growth in business for the next 5 years.

SECTION I: INVITATION FOR BIDS

1. UCO BANK invites separate sealed bids for Technical & Commercial bids from the reputed bidders for an end-to-end solution for a turnkey project for Integrated Treasury Solution.
2. UCO Bank would follow two bid system tender i.e. Technical & Commercial Bids.
3. Prospective Bidders are required to pay Rs.10,000/- (Rs. Ten Thousand only) as cost of the Tender Document by Demand Draft/Pay Order favouring UCO Bank payable at Kolkata. The Tender Document cost is non-refundable.
4. The bidder is required to deposit Earnest Money of Rs.30 Lacs (Rupees Thirty Lacs only) along with their Technical Bid in the form of a Bank Guarantee (prescribed format furnished in **Annexure -V**) issued by a Scheduled Indian Bank or a Foreign bank located in India or Demand Draft/Pay Order favouring "UCO BANK" payable at Kolkata, failing which the bid of the concerned bidder will outrightly be rejected.
5. No further discussion/interaction will be granted to bidders whose bids have been technically disqualified.
6. UCO Bank reserves the right to accept or reject any or all the offers without assigning any reasons whatsoever.
7. Any bid received by UCO Bank after the deadline for submission of bids prescribed, will be rejected and returned unopened to the Bidder.

SECTION II: ELIGIBILITY CRITERIA FOR THE BIDDER

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

If required, bidder may form a consortium with other vendors. However bidder will be responsible for delivering the end to end solution and will be the single point of contact for the bank.

- Bidder should be in existence in India for minimum of three years as on 31.03.2010
- The bidder submitting the offer should have a turnover of minimum Rs. 5 Crore & above per year during last three years i.e. 2007-2008, 2008-2009 and 2009-2010. Copies of the last three financial year's audited balance sheets should be submitted along with the offer.
- Bidder should have reported net profit for last 3 financial years (2007-08, 2008-09, 2009-10).
- The bidder/OEM should have implemented the proposed solution in at least one India based public sector bank and must be ready to deploy a two way interface with FINACLE version 7.0.19 (or higher) either through exchange of ISO 8583 messages or using mutually acceptable uploadable file format based on event driven triggers.

- The bidder shall be the owner / certified or authorised agent / reseller / partner of the solution offered.
- Bidder should have not been black listed at any time by the Central /any of the State Governments in India or any Financial Institutions in India. An undertaking to this effect must be submitted in their letter head.

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.

Bidders should submit the following as part of their Technical Bid :

1. Copies of annual report and audited balance sheet for the last three years ending 31st March 2010, 31st March 2009 and 31st March 2008.
2. Documents and brochures pertaining to all products including future road maps that will be deployed in the proposed solution.
3. Details of the persons to be involved in implementing the proposed solution, if selected.
4. Current installed base of Treasury clients, with details, client-wise, of hardware, operating systems, application software, delivery channel technology deployed, size of network (number of cities, branches/locations), and size of database. A certificate from the present customers regarding the performance of the Integrated Treasury solution must be enclosed.

SECTION III: INSTRUCTIONS TO BIDDERS

General

1. UCO Bank, a body corporate established under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, having its Head Office at 10, *B.T.M. Sarani*, Kolkata-700001, India, hereinafter called "Bank" or "the Bank", which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, issues this bid document, hereinafter called Request for Proposal or RFP (Techno-Commercial) to the short-listed bidders for Supply, Installation, Implementation, Integration, Migration and Maintenance of Integrated Treasury Solution, with necessary hardware, Operating system, RDBMS, application software (50 concurrent perpetual user license) and other software/ utilities/interfaces required for implementation at Treasury Branch, Mumbai (Primary Site) and at Disaster Recovery Site (DR Site at Kolkata) as per specifications, terms and conditions in this RFP (Techno-Commercial).
2. This tender is meant for the exclusive purpose of bidding as per the terms & conditions and specifications indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
3. The proposed solution would replace the existing Treasury Solution at Treasury Branch Mumbai. Bidder has to ensure seamless integration/migration of the existing data to the proposed solution. Data migration should be done through utility without any manual intervention.
4. Only those short-listed bidders who can offer an end-to-end Integrated Treasury Solution with straight through processing between Front Office, Mid Office, Back Office covering required functionalities, need respond to the RFP (Techno-Commercial).

5. The proposed solution should support Multi Currency General Ledger (MCGL) accounting in Finacle as per the existing system.
6. Offered solution should have interfaces with all existing RBI applications like NDS, SFMS and should be capable of interfacing all future RBI initiatives.
7. Proposed solution should also have interfaces with CCIL, SWIFT, RTGS, NEFT etc.
8. The solution/product offered must comply with all the directives/guidelines issued by regulatory/ government bodies.
9. The vendor will also be required to ensure that all current and future systems deployed in the Bank can interface to the proposed solution .
10. The proposed Treasury solution should have inherent capability for upgradation to Global Treasury solution that is capable of handling Treasury operations of the Bank throughout the various geographies where the Bank has a presence (presently at Singapore and Hong Kong) and the scope of present solution is given in Annexure-XI.
11. The bidder should indicate the cost of upgrade, to global Treasury Solution as an optional item in the Bill of material in the commercial bid covering Hardware, Software, Network, Interface with dealing systems in a secured environment.

Bidding

UCO Bank would follow two-bid system tender. Separate Technical & Commercial Bids in duplicate (one original and one copy), duly sealed and superscribed “**Technical Bid for Integrated Treasury Solution**” and “**Commercial Bid for Integrated Treasury Solution**” shall be submitted simultaneously as per bid details given in the RFP (Techno -Commercial) on or before the last date & time as mentioned under calendar of items. UCO Bank will not be responsible for non-receipt of bid within the specified date and time due to any reason including postal delays or holidays. UCO Bank also disowns any responsibility for misplacement of the Bid Documents for want of proper superscription on the envelope of the Bid Documents.

The Bidders shall seal the original and copy bids separately. Thus there will be 2 outer envelopes named as Original Bid and Copy Bid. Original Bid packet should contain (a) Original Technical Bid (b) Original Commercial Bid. Copy Bid Packet should contain copies of the above bids clearly marked. The two Outer envelopes for each Pack should be marked as “ORIGINAL BID” and “COPY BID”.

Both Technical & Commercial Bids should be submitted simultaneously in Tender box at UCO Bank, Treasury & International Department (6th. Floor), Head Office, 10, B.T.M. Sarani, Kolkata - 700 001. In case the Tender document is bulky, the same will be received jointly by two executives of the department.

1. In case the specified date of submission of RFP (Techno- Commercial) is declared a holiday in West Bengal, the bids will be received till the specified time on the next working day.
2. The bidder has to submit a soft copy of the complete technical bid in Portable Document format on a CD super scribing “Soft Copy of Technical Bid” along with the technical bid. **The bidder should not furnish the soft copy of the commercial bid.**
3. The bidder should take care of submitting the bid properly filed & paginated so that the papers are not lost.

4. The Bids, which are not sealed as indicated above or open tenders sent through Fax /e-mail will summarily be rejected.
5. The tender not submitted in the prescribed format or incomplete in details is liable for rejection.
6. The offers containing unauthentic erasings or alterations will not be considered. Therefore, there should be no unauthentic hand written material, corrections or alterations in the offer. If such unauthentic erasings or alterations are present these should be initialled by the person or persons authorized for signing the bid. Any deviation may lead to the rejection of the bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the RFP (Techno-Commercial) or submission of a bid not substantially responsive to the RFP (Techno-Commercial) in every respect will be at the Bidder's risk and may result in the rejection of its bid.
7. Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till 21-02-2011 at the address mentioned in Bid Detail- Control Sheet Table. Further, at least 7 days time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website www.ucobank.com.
8. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by Bank prior to the deadline prescribed for submission of bids. No bid may be modified / withdrawn subsequent to the deadline for submission of Bids.
9. The following details will be announced at the bid opening:
 - a) Bidder's names,
 - b) Bid Modifications or withdrawals,
 - c) Technical Details (in case of Technical bid opening) viz. Solution offered- Version thereof, OS & RDBMS ,SI details & any other relevant points at the discretion of the Bank.
 - d) Bid Prices & Discounts if any (in case of Commercial bid opening),
10. Copy bid: Please note that copy bid of both technical and commercial offers have to be submitted along with their originals in separate sealed envelopes.

Technical Bid :

1. The technical bid will be evaluated for technical suitability as well as for other terms and conditions.
2. It is mandatory to provide the functional & technical details in the exact format as given in the RFP (Techno-Commercial) .Correct functional & technical information of the solution being offered must be provided in the structured format as suggested in Technical Evaluation (Section VI). The offer may not be evaluated by Bank in case of non adherence to the format or partial submission of technical details
3. The Technical Bid should not contain any price information.

4. **The Technical Bid shall comprise of the following documents:**
- a. Covering letter in Bidder's letter head duly signed by authorized signatory with name, title and seal (Copy of letter of Authorization to be submitted).
 - b. Table of Contents (List of documents enclosed)
 - c. Bid Form as per Annexure III.
 - d. Cost of Tender Document in the form of DD/PO favouring UCO Bank payable at Kolkata
 - e. The Bidder(s) must submit Earnest Money Deposit in the form of Demand Draft/Banker's Cheque in favour of UCO Bank payable at Kolkata /Bank Guarantee as per the format mentioned in Annexure -V.
 - f. Authorisation letter from OEMs (Original Equipment Manufacturers/Software Vendor) of the quoted products, in case of 3rd party products.
 - g. Detail technical specification/brochure of the required Hardware, OS or other software/utility
 - h. Details of Server/Processor/Client Licences Requirement for 3rd party software
 - i. Details of bandwidth requirement for data replication between Primary Site at Treasury Branch and Disaster Recovery Site at Kolkata should be clearly mentioned.
 - j. Compliance with all Functional Requirements as per Annexure -I.
 - o General Requirement
 - o Front Office Requirement
 - o Mid Office Requirement
 - o Risk Management Solution
 - o Back Office Requirement – Forex
 - o Back Office Requirement - Investment
 - o Derivatives
 - o Reports
 - k. Compliance with all Technical Requirement as per Annexure -II.
 - l. Detailed Architecture of the proposed solution with various features/functions of the system/sub-system including fail-over methodology/strategy at both Primary & DR Site.
 - m. Future Road Map on scalability, version upgrade/releases of Integrated Treasury Solution, and upgradation of interface in case of version upgrade in Finacle as well as changes in regulatory/statutory requirement from time to time.
 - n. Bill of Materials (without any price information)
 - o. The bidder should explain clearly the integration methodology to be followed by the proposed solution between various modules / products.
 - p. Details of service support infrastructure of System Integrator/ Solution Provider.

- q. The bidder/OEM should submit proof of implementation for the proposed solution in at least one Indian public sector bank. The bidder should give an undertaking that the proposed solution is readily available to deploy a two way interface with FINACLE version 7.0.19 (or higher) either through exchange of ISO 8583 messages or using mutually acceptable uploadable file format based on event driven triggers.
- r. Resume of the proposed Project Management Team with Name, Designation, qualification & experience details

Commercial Bid

1. The Commercial Bid should give all relevant price information and should not contradict the Technical Bid in any manner. **All prices should be quoted in Indian Rupees only.**
2. The bidder shall indicate on the appropriate Price Schedule, the unit prices, wherever applicable.
3. Commercial offer should include Annual Maintenance charges for next 4 years after expiry of one year warranty period. Future Releases/Patches for Statutory/Regulatory changes as required under the directives of Government of India, Reserve Bank of India, CCIL etc should be free of cost.
4. There should be at least one Version upgrade during each AMC block of four years, however, only implementation cost is payable on man days basis for version upgrade.
5. It is absolutely essential for the bidders to quote the lowest price for the hardware & software in their own interest.

The Commercial Bid shall comprise of the following documents:

- i. Bid Form (Copy of Bid Form submitted along with Technical Bid) Annexure – III
 - ii. Commercial Statement /Bill of Material with price (Annexure –IV)
- Note: Sales tax/VAT, service tax, if applicable, at present rate should be quoted in the column “Taxes & duties” mentioned in annexure-V. The Bank will pay the Sales tax/VAT/Service tax ruling at the time of actual delivery of material and the resultant billing.
- Additional Cost of 4 day on-site User Training (Basic Rate to be quoted per Trainee inclusive of all Taxes & Duties). The cost should be valid for 5 years from the date of implementation, payable on actual basis as & when required after completion of training)

SECTION IV: CONDITIONS OF BIDDING

1. Each offer should specify only a single solution which is cost-effective and meets the tender specification and should not include any alternatives.
2. The Bidder shall bear all costs associated with the preparation and submission of its bid, attending Pre-Bid meeting or arranging Product Walk Through and Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3. Bid shall remain valid for 180 days after the date of opening of Technical Bid prescribed by Bank. The Earnest Money will have to be submitted for a period of 180 days from the date of opening of the bid with a claim period of 45 days. A bid valid for a shorter period may be rejected by Bank as non responsive.
4. In exceptional circumstances, Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by fax/email. The Earnest Money provided shall also be suitably extended. A bidder may refuse the request without forfeiting its Earnest Money. A bidder granting the request will not be required nor permitted to modify its bid.
5. The bidder shall furnish as part of its bid, Rs. 10,000/- (Rs. Ten Thousand only) as Cost of Tender Document. The cost of Tender Document is non-refundable. Any bid without the cost of Tender Document will be rejected.
6. The bidder shall furnish as part of its bid, Earnest Money of Rs 30 Lacs (Rupees Thirty Lacs Only). The Earnest Money is required to protect Bank against risk of bidder's conduct during the period of bid validity. *The Earnest Money may be submitted in the form of Bank Guarantee issued by a Scheduled Indian Bank or a Foreign bank located in India for a validity period of 180 days from the date of opening of the bid with a claim period of 45 days or in the form of Demand Draft or Pay Order issued in favour of "UCO Bank" and payable at Kolkata.* Any bid without the Earnest Money will be rejected.
7. The Earnest Money may be forfeited if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form and or fails or refuses to execute the Agreement having been notified of the acceptance of its bid by Bank during the period of bid validity.
8. The Earnest Money of the unsuccessful bidders at technical/commercial evaluation stage will be returned within 30 days from the date of completion of the respective evaluation process. The Earnest Money of the finally selected bidder will be returned after the submission of the performance security.
9. Commercial bids of those bidders who have not been technically qualified will be returned unopened to the concerned bidders at their recorded address.
10. To assist in the scrutiny, evaluation and comparison of offers Bank may, at its discretion, ask some or all bidders for clarification of their offer. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. If deemed necessary the bidder is required to give presentation on the systems offered. The Bank will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order. ***Bids without proper authorisation shall be treated as non-responsive.***
11. The Bank, at its discretion, may waive any minor nonconformity or irregularity in the Bid, which does not prejudice or affect the relative ranking of any Bidder. This shall be binding on all bidders and Bank reserves the rights for such waivers
12. No Bidder shall contact Bank on any matter relating to its Bid, from the time of the bid opening to the time of final selection of the bidder.
13. Any effort by a Bidder to influence Bank in Bank's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

14. Bank reserves the right to modify any terms, conditions and specifications of the RFP which will be communicated at least 7 working days before last date of submission of the Bid by e-mail/fax.
15. Within twenty one (21) days of the receipt of notification of award from Bank, the successful Bidder shall furnish the performance security equivalent to 10% of the order/contract value, in the form of Performance Bank Guarantee issued by a public Sector Bank in India for a period of 5 years.
16. The Bidders shall also indemnify Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, Software package or any part thereof in India and abroad.
17. In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in India, the Bidder shall act expeditiously to extinguish such claims. If the Bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the Bidder of such claims, if it is made, without delay by fax/e-mail/registered post.

SECTION V: FUNCTIONAL SPECIFICATIONS

This section of the RFP (Techno- Commercial) contains the detailed functional requirements for UCO Bank's Integrated Treasury Solution. Bids are liable to be rejected if the required information is not provided. The decision of the Bank will be final.

The detailed functional requirement is furnished in Annexure I with the following sub-sections:

- o General Requirement
- o Front Office Requirement
- o Mid Office Requirement
- o Risk Management Solution
- o Back Office Requirement – Forex
- o Back Office Requirement - Investment
- o Derivatives
- o Reports

The Accounting entries affecting each transaction should be user defined.

Bidders are required to describe how a given requirement will be met in the "BIDDER RESPONSE" column of Annexure-I in the following manner:

For ready availability of the functionality	"S"
If available after customisation but before sign-off (without any cost)	"C"
If alternate of the functionality is available	"A"
If the functionality included in the Road Map (without any cost)	"R"

If the functionality is not available

“U”

SECTION VI: TECHNICAL SPECIFICATIONS

This section of the RFP (Techno -Commercial) contains the detailed technical requirements for UCO Bank's Integrated Treasury Management System.

The detailed Technical requirement of the RFP (Techno-Commercial) is given in Annexure II. Bidders are required to describe how a given requirement will be met in the “BIDDER RESPONSE” column of Annexure -II by mentioning S (if available) or U (if not available).

1. The bidder should specify the Hardware, Operating System, software licences, Bandwidth requirements required by the Bank for successful implementation of the Integrated Treasury Solution.
2. The Bidder should furnish detailed Architecture of the proposed solution with various features/functions of the system/sub-system including fail-over methodology/strategy at both primary & DR Site.
3. The Bidder should clearly mention Future Road Map on scalability, version upgrade/releases of Integrated Treasury Solution, and upgradation of interface in case of version upgrade in Finacle as well as changes in regulatory/statutory requirement from time to time.
4. Bidders shall carry out the customization of the Application software within 90 days from the date of signing the agreement.
5. **GAP Analysis** : Immediately after customisation, necessary installations are to be made available at Bank's site for GAP analysis of the customised software to ascertain whether any Gap in functionality exists, which are to be delivered by the bidder before the acceptance test. Bank will notify the bidder about the findings in writing.
6. **User Acceptance Test (UAT)** : The Bank proposes to conduct a “User Acceptance Test” (“UAT”) for the treasury solution for ensuring that all the functionality requested for by the Bank is available and is functioning accurately. Such test shall be conducted by the Bank within **30 days** upon delivery of the fully Customised application at the Bank's site within 90 days from the date of the agreement, in accordance with the functional requirement. The necessary rectifications, as detected in UAT have to be carried out by the bidder within a period of two weeks. UAT for DR site should also be carried out within the stipulated period. The bidder will be responsible for maintaining appropriate program change control and version control for all the modifications / enhancements carried out during the implementation / testing phases.
7. Unsatisfactory performance in interconnectivity or integration between software packages, computer systems and/or with workstations may result in the Bank's rejection of part or all of the system under Acceptance testing.
8. Acceptance test will end when the system has met the standard (s) of performance defined in the functional & Technical specifications and there is no gap at Primary Site & DR Site. At the end of the successful completion of the acceptance test, the application software shall be accepted and certified by the Bank as ready for full-scale implementation.

9. **Training:** Bidder shall organize for training (familiarisation) to the Bank's team as follows :
- 4 day training to Bank's Core Team is to be imparted before Acceptance test.
 - Training of IT team, Front Office Users – Forex & Investment, Back office Forex Users & Domestic Treasury, Risk Management users to be provided separately in different batches in Modular form. At least 4 full days training is to be given to the users.
 - Before going Live, 1 day conceptual training to the forex dealing officers of B Cat branches should be provided in 6 batches of 20 each at our Training Centres at 6 different locations.
 - After the training and implementation of Software, 2 weeks hands on support to be provided to the users. Two trainers for Front Office (1 Forex & 1 Domestic) and One trainer each for System Administration, Forex Back office & Domestic Treasury Back office, Risk Management should be made available for hand holding i.e. on the job training period
 - Further on-site support should be available for another two weeks for trouble shooting.
 - Modulewise Job cards to be provided (both in Hard and soft copies) to all the trainees along with accounting entry illustrations for each type of transactions, including relevant system generated transactions.
 - **Training to the IT Team of around 10 officers should cover system administration, viz.**
 - User management,
 - Management of server,
 - Management of Operating System,
 - Management of Database,
 - Management of Application software
 - Report writing
 - Security & Network management;
 - Backup & Recovery Operations
 - Disaster Recovery Operations
 - Day End/Day begin process
 - Troubleshooting etc.
 - **Training to the User Groups of around 20 front office users (10 Forex, 4 Money/Bond Market, 4 Equity, 2 Derivative Dealers), 5 Mid office/Risk Management users, 35 Back Office users (20 Forex & 15 Investment) & 5 Inspectors/Auditors) should cover**
 - Functionality available in the Module
 - Details of Accounting entries, including relevant system generated entries
 - Parameterization
 - Use of different analytical tools

- Auditing Techniques
- Report Generation etc.
- The persons involved in training should be certified Trainer of the Licensor.

SECTION VII: EVALUATION OF TECHNICAL BIDS

The Bank will evaluate the technical response to the RFP of bidder who are found eligible as per the eligibility criteria mentioned in section II of the RFP. There will be no scoring involved in the eligibility evaluation.

- a. Completeness of the Technical bid in all respects and availability of all information/details asked for.
- b. Capabilities of the solution to meet the functional specifications & Technical specifications prescribed.
- c. Point to point conformity of the functionality offered as against the required **Functional specifications** (Annexure -I). Mark will be awarded on the following basis-

Unit	Response	Marks
"S"	ready availability of the functionality	5
"C"	available after customisation before sign-off	4
"A"	Alternate available	2
"R"	included in the Road Map	1
"U"	non-availability of the functionality	0

[**Note** : Filling of the information using terms other than S/C/R/A/U such as "OK", "Accepted", "Noted", "Compliance" etc. will be treated as non-compliance and no marks will be allotted for such responses during technical evaluation]

- d. Point to point conformity of the **technical specifications** as against the required Technical specifications (Annexure -II). Mark will be awarded on the following basis-

Unit	Response	Marks
"S"	the feature is available	1
"U"	the feature is unavailable	0

Only those bidders who secure minimum 50% (each) in Technical & Functional Evaluation will be allowed to participate in Product Walkthrough.

1. The responses given by the bidder would be validated by a Team nominated by the Bank during the course of a Product Walk through to be arranged by the bidder in a simulated "near to life" environment at a mutually agreed location within fifteen days from the date of submission of response to this RFP (*Techno-Commercial*). Modification of response, if any, by the team will be done and intimated to the bidder in writing for confirmation of the observation of the Team. In case no response is received from the Bidder within 7 days of Bank's communication, it will be treated that the Bidder is accepting/confirming the observation of the Team.

2. The marks allotted to the responses of the bidder after validation by the bank's team would be reduced, to a scale of 1 to 100 as under:

$$\text{Functional Specifications} = \frac{\text{Total marks obtained}}{\text{Max. Possible marks}} \times 75$$

$$\text{Technical Specifications} = \frac{\text{Total marks obtained}}{\text{Max. Possible marks}} \times 25$$

Bank's decision in respect to evaluation methodology and short-listing bidders will be final and no claims whatsoever in this respect will be entertained.

3. The Bank will contact the reference sites, (where the solution have been implemented by the bidder), independently to obtain required information and feedback. Bidders will co-ordinate with the reference sites and arrange the visits – as per request from the Bank. The costs incurred for the reference site visits by the team representing the Bank, will be borne by the bank. Response on Reference Site visit will carry a weightage of 10 marks on Bidder's delivery capability.

Qualifying Marks to be eligible to participate in Commercial Bid will be 55 (in a scale of 110) [50% of validated marks in Functional Specifications in a scale of 75 + 50% of validated marks in Technical Specifications in a scale of 25+ 50% of Reference Site in a scale of 10 marks]

SECTION VIII: EVALUATION OF COMMERCIAL BIDS

Bank will call only those Bidders for Product Walkthrough who qualify in Technical evaluation by securing 55 marks out of 110 as explained in the previous section. *After product walkthrough*, Commercial Bids of only technically qualified Bidders will be opened and evaluated.

Commercial evaluation will take into account the following factors for determination of Price :

- a) Price of hardware, operating system for production site as well as DR site
- b) Cost of Server/Processor/Client Licences of 3rd party software, if any, for production site as well as DR site
- c) Cost towards incidental services (including cost of customisation, testing, implementation, training etc), if quoted separately, shall be added to the Bid price.
- d) Additional Cost on Networking requirements/Bandwidth, if any
- e) Price of 50 user licence of Application software (including customisation & training), RDBMS and other utilities, interfaces etc. for production site as well as DR site
- f) Annual Maintenance cost for 4 years after the one year warranty period..
- g) Estimated cost of future training requirement
- h) Additional user license cost for 25 users

For commercial evaluation, 5 year post tax Total Cost of Ownership (TCO) will be taken as the price/cost quoted by the bidder.

Note: For calculation of TCO, please refer section-I of Annexure IV.

CQCCBS Evaluation Process:

Commercial bids will be subjected to CQCCBS evaluation process. Under CQCCBS (Cost Evaluation under Combined Quality cum Cost Based System), the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightage of 30%.

Proposal with a lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.

Highest point basis: On the basis of the combined weighted score for quality and cost, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

As an example, the following procedure can be followed.

In a particular case of selection of bidder, it was decided to have minimum qualifying marks for technical qualifications as 55 and the weightage of the technical bids and financial bids was kept as 70:30. In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 55, 60 and 70 marks respectively. The minimum qualifying marks were 55. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Prices Quoted by the qualified bidders

A : Rs. 120.00

B : Rs. 100.00

C : Rs. 110.00

Using the formula $(\text{LEC}/\text{EC}) \times 100$, where LEC stands for lowest price quoted among the bidders and EC stand for price quoted by individual bidders, the committee gave them the following points for financial proposals:

A: $(100/120) \times 100 = 83$ points

B: $(100/100) \times 100 = 100$ points

C: $(100/110) \times 100 = 91$ points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A: $55 \times 0.70 + 83 \times 0.30 = 63.4$ points

Proposal B: $60 \times 0.70 + 100 \times 0.30 = 72$ points

Proposal C: $70 \times 0.70 + 91 \times 0.30 = 76.3$ points

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 63.4 points : H3

Proposal B: 72 points : H2

Proposal C: 76.3 points : H1

Proposal C at the evaluated cost of Rs. 110.00 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

SECTION IX: TERMS & CONDITIONS OF PURCHASE

1. SCOPE OF WORK

The bidder's scope of work as per the conditions and technical specifications of the RFP (Techno-Commercial) will include the following:

- 1.1. The Bank seeks complete end-to-end solution for Integrated Treasury operations. The solution shall include Supply, Installation, Integration, Implementation, Migration and Maintenance of all necessary Hardware, System and Application Software, RDBMS and other utilities etc. at primary site i.e. Treasury Branch Mumbai and its Disaster Recovery Site at Head Office, Kolkata.
- 1.2. Complete customization of the software to meet the Bank's functional, operational, Risk Management and MIS requirements with all required interfaces.
- 1.3. Operational and System Administration (SA) training to the Bank officials/Users of Forex & Treasury Departments.
- 1.4. Integrate the proposed solution with Bank's Core Banking Solution (Finacle Version 7.0.19) with necessary interface. The solution should be capable of integration with upgraded Finacle version in future.
- 1.5. The bidder has to clearly specify the bandwidth requirement in their bid .
- 1.6. The bidder should take the responsibility of installation, commissioning, integration, maintenance and management of the software and willing to sign SLA commitment with the Bank.
- 1.7. Building a forex trading Database, that meets our Treasury branch requirements and other Statutory, and Regulatory requirements of present and immediate future of Bank.
- 1.8. Provide for extensive parameterization in the system with history maintenance (i.e. parameter changes from time to time with audit trails).
- 1.9. Ability to rapidly generate additional reports with an easy to use report writer tool/wizard.
- 1.10. Any transaction to be processed by different user i.e. same user cannot enter/Post and Verify the transaction. In other words there should be maker checker concept by two different user IDs.
- 1.11. System should have user management functions as per the assigned authority levels in the bank.
- 1.12. The software should provide reports to meet requirements of audit. The Bidder needs to develop and provide automated Audit Tools for the Bank's internal/concurrent/statutory/RBI auditors/inspectors for auditing all the components of the solution provided.

- 1.13. The software should provide all mandatory reports including reports to meet requirements of statutory audit at Branch.
- 1.14. To protect against all kind of viruses, Trojan horses and worms etc. The selected Bidder will deploy the antivirus software for Primary site & DR site as a part of this proposed comprehensive solution. It will be the responsibility of the bidder to update the virus definition regularly.
- 1.15. A minimum of 4 days on-site training should be provided to the end user after successful installation of the software and before going Live at Treasury Branch Mumbai/Bank's Training Centres. Bank would provide only the infrastructure for the training and all costs in this regard have to be borne by the Bidder. The training period should be flexible within the overall man-hours specified in serial No.9 of Section VI of Technical specifications.
- 1.16. 5 copies of complete User Manual (Hard Copy) for the software covering accounting entries for each transaction, including system generated entries, should be provided to the bank. The on-line soft copy of the User Manual should be available for the end-users.
- 1.17. It should provide technical support towards up-gradation of software in line with changes required by the Bank, regulatory/government bodies from time to time including training after successful implementation of the software up-gradation.
- 1.18. Data pertaining to current database/legacy systems (from the time the data is available) should be migrated to the proposed solution.
- 1.19. Migrate all outstanding entries from the legacy system to the new application for the identified general ledger and profit and loss heads for future reconciliation.
- 1.20. An independent Migration Audit by a reputed audit firm, acceptable to the Bank, is to be carried out by the Bidder to check the integrity and consistency of data and procedure undertaken by the bidder without any additional cost to the Bank.
- 1.21. The Bidder needs to deploy performance monitoring tools to monitor CPU/Memory/Hard Disk/NIC utilization of all servers at both the Primary & DR Site, health check-up & data replication status of DR Site etc.
- 1.22. There should be provision for **300 man days** to take care of future initiatives by the Bank or regulatory/statutory agencies like RBI/IDRBT/CCIL/SEBI etc. The price for the same has to be quoted in commercial Bid.
- 1.23. All interfaces as mentioned in the technical requirements in the document should be readily available for successful implementation.
- 1.24. The bidder will be the single point of contract for all hardware and software related issues.
- 1.25. In case the facilities at the Primary Site are damaged or destroyed or otherwise rendered incapable due to a sudden unexpected event or for any other reason that will significantly and negatively affect the Treasury operation, the bidder should have disaster recovery infrastructure at Kolkata –Treasury and International Department ,10 B T M Sarani, Head Office, UCO Bank and a business continuity management plan covering well defined Recovery Point Objective and Recovery Time Objective thoroughly tested and ready to be

- triggered in case of any eventuality. The bank expects the Recovery Time Objective to be 90 minutes from the declaration of disaster and the Recovery Point Objective to be 30 minutes.
- 1.26. There should be two DR drills within 90 days of successful implementation, one noticed & the other unnoticed. Subsequently one unnoticed DR drill has to be carried out every quarter.
 - 1.27. All the reports made available at the primary site must also be available at the DR Site simultaneously for downloading & printing. Separate Report Servers must be factored at Both the Primary Site & DR Site.
 - 1.28. All Version upgrade should be free, i.e. there should not be any Licensing Cost. While quoting, the vendors should anticipate the version /product changes during the entire five year project period and should budget the same in their commercial Bid. UCO Bank reserves the right to ask for the latest version / upgrade at no extra cost.
 - 1.29. The Bidder shall provide the licenses to the Bank for all 3rd party software being a part of its proposed Solution.
 - 1.30. Bidder should provided following Document/ Manual
 - a. User Manuals;
 - b. Error Messages and their Meanings;
 - c. Training Manuals;
 - d. Analysis & Design Manuals with the relevant data flow diagrams,
 - e. Additions / changes to the documents after upgrades;
 - f. System /Database administration manual
 - 1.31. The cost of developing and implementing the interfaces should be included as a part of the Implementation Costs in the price bid. The Bank will not pay any additional costs for development or implementation of interfaces.
 - 1.32. The bidder is expected to customise all gaps observed in the Functional & Technical RFP Product Demonstrations, Core Team and End User Training, UAT, implementation phase and internal/external audits for the treasury solutions. The cost of customisation should be included as a part of the Implementation Costs in the price bid. The bidder also needs to provide all statutory reports as required by the regulatory institutions. The Bank will not pay any additional customisation costs either for gaps observed for the above and/or statutory reports as required by the Bank.
 - 1.33. Right to Alter Quantities – The Bank reserves the right to alter the requirements specified in the RFP .The Bank also reserves the right to delete one or more items from the list of items specified in the tender. The bank will inform the bidder about changes, if any.

2. DELIVERY SCHEDULE

The delivery of the solution (customised version for UAT testing) should be effected within 90 days of placement of purchase order and the Bidder will ensure that customized version of the Software is implemented at Treasury Branch, Mumbai and at the DR Site in Kolkata to the satisfaction of Bank within 120 days from the date of purchase order.

3. PAYING AUTHORITY

The payments as per the Payment Schedule covered herein above shall be paid by UCO Bank, Head Office-1, Treasury & International Department. However, Payment shall be made, on receipt of advice/confirmation for satisfactory live running, implementation of the proposed integrated Treasury solution from the concerned offices.

4. PAYMENT SCHEDULE :

Cost of Hardware :

25% after delivery of complete hardware

50% after installation of complete hardware

25% after completion of 90 days of installation

Cost of Software:

25% on Delivery and Installation of all deliverables as per RFP (Techno-Commercial).

50% on customisation, UAT/acceptance of the system with necessary interfaces, implementation at Treasury Branch, Mumbai (including migration of data from legacy system).

25%: 90 days after going live.

Cost of implementation :

Primary Site

50% on going Live.

25% on completion of training

25% 90 days after going Live.

DR Site

50% on completion of implementation and acceptance at the site.

Balance 50% after successful completion of TWO DR Drill on different dates within 90 days after successful DR implementation.

Cost of Interface and its Implementation

50% on successful implementation of all interfaces

50% after 90 days of successful implementation of all interfaces

5. TAXES AND DUTIES:

The vendor will be entirely responsible to pay all taxes including corporate tax, income tax, license fees, duties, octroi etc., in connection with delivery of the solution at site including incidental services and commissioning except sales tax/VAT.

Wherever the laws and regulations require deduction of such taxes at the source of payment, Bank shall effect such deductions from the payment due to the vendor.

The remittance of amount so deducted and issue of certificate for such deductions shall be made by Bank as per the laws and regulations in force.

Nothing in the contract shall relieve the vendor from his responsibility to pay any tax that may be levied in India/abroad on income and profits made by the vendor in respect of this contract. Sales tax/VAT, service tax, if applicable, at present rate should be quoted in the column "Taxes & duties" mentioned in annexure-IV. The Bank will pay the Sales tax/VAT/Service tax ruling at the time of actual delivery of material and the resultant billing.

6. LIQUIDATED DAMAGES:

Subject to Force majeure, if the Bidder fails to deliver or perform the services within the time period(s) specified in the agreement, Bank shall, without prejudice to its other remedies under the agreement, deduct from the order value, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the solution or under performed services for each week or part thereof of delay until actual delivery or performance upto a maximum deduction of 10% of the order value. Once the maximum is reached Bank may consider cancellation of the order and the Performance Security submitted may be invoked.

7. WARRANTIES :

Bidder shall provide maintenance and support under Warranty, without any extra cost, for a period of one year for the hardware & software. Warranty shall start from the day of successful implementation of Integrated Treasury Solution. Successful implementation will be after customisation, user acceptance test and parallel run of at least one month. Fixing of any bug in the software at any point of time will form part of warranty only and should not be loaded into AMC of subsequent years. Statutory/Regulatory changes as required under the directives of Government of India, Reserve Bank of India, CCIL etc should also not be loaded into AMC and should be part of warranty only.

8. MAINTENANCE SUPPORT

The Bidder must provide uninterrupted availability for docketing break down reports and ensure that the problem is resolved within the time schedule as prescribed in the Service Level Agreement (SLA). For any major break down such as crash, the Bidder must arrange for immediate on site support for recovery and resumption of operations. The re-installation of the software and RDBMS if required is the sole responsibility of the Bidder, which should be treated as service provided under Warranty/AMC. Maintenance support will also include installation of system updates and upgrades, providing corresponding updated manuals, and follow-up user training.

9. REPAIRS AND MAINTENANCE SERVICE

During the terms of this agreement the Bidder agrees to maintain the Hardware, OS, RDBMS, application software, interfaces, other utilities in operational condition and for this purpose will provide the following maintenance service.

- a. The Bidder shall rectify any defects, faults and bugs in the software, hardware, OS,RDBMS, interfaces and shall rectify/debug the software, replace the defective parts of the equipment during bank's normal working hours on site at no extra cost to the Bank.

- b. The Bidder agrees that special arrangements may be made by Bank to have such maintenance service provided outside the hours specified above in urgent situation for which no additional cost shall be paid.
- c. The Bidder shall provide repair and maintenance service in response to oral, including telephone notice by Bank.
- d. The Bidder shall ensure that faults and failures intimated by the Bank as above are set right within the time schedule as prescribed in SLA, failing which the equipment concerned will immediately be replaced with equivalent capability for which no additional expenses are payable to the Bidder.
- e. The Bidder shall ensure that the full configuration of the Equipment/full functionality of the application is available to the Bank in proper working condition with uptime as mentioned in the SLA. Any de-gradation from the agreed uptime shall invite penalty as prescribed under Service Level Agreement (SLA).
- f. All repair and maintenance service described herein shall be performed by qualified engineers totally familiar with the equipment/solution.
- g. Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for the software/hardware equipment covered by this agreement.
- h. The Bidder shall maintain at Bank's site a written maintenance and repair log, and shall record therein each incident of Hardware/software malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed. This log should be submitted with the payment bill/invoice to be submitted by the Bidder for payment of AMC Charges.
- i. The Bidder's maintenance personnel shall, be given access to the application when necessary for the purpose of performing the repair and maintenance service indicated in this agreement.
- j. The equipment shall not be shifted to an alternate site and installed there at during the currency of this agreement without prior written notice to the Bidder. However if the Bank desires to shift the equipment to a new site and install it there at urgently, the Bidder shall be informed of the same immediately. The Bank shall bear the charges for such shifting and reinstallation and the Bidder shall provide necessary assistance to the Bank in doing so. This agreement after such shifting and reinstallation would continue to be binding on the Bidder and the Bank, provided that the two parties may agree to amend charges for the maintenance services after such an event if the distance is more than 25 kilometres.
- k. No term of provision hereof shall be deemed waived and no breach excused unless such as waiver or consent shall be in writing and signed by the party claimed to have waived or consented.
- l. In case of any upgrade of Hardware, Operating System & Database or any other software required to run the application, the Bidder should provide the compatible version of the application to support the existing functionalities under Warranty/AMC.

10. PREVENTIVE MAINTENANCE:

The Bidder shall conduct preventive maintenance (including inspection, testing, satisfactory execution of all diagnostics, cleaning) once at least in every 90 days in addition to the normal maintenance required as per this agreement.

11. SUBCONTRACTING:

The Bidder will not subcontract or delegate or permit anyone other than the Bidder personnel to perform any of the work, service or other performance required of the Bidder under this agreement without the prior written consent of the Bank.

12. PROJECT MANAGEMENT :

The bidder shall propose a Project Manager, who will take the responsibility for all the activities related to the implementation of the Treasury Software. The Project Manager should have experience of a similar system implementation. Detailed resumes of the proposed project team should also be provided.

13. INFORMATION SYSTEM SERVICE & SUPPORT

The bidder shall provide technical support and "help desk" services for the software application systems supplied under this agreement, and will have overall responsibility of the performance, functionality and operation of the systems under this agreement. The help desk should be available on 24x7 basis. Telephone/Toll free number and a service page will be available to Bank users to log a problem through internet/intranet. On receiving a complaint, the help desk will analyze the problem and invite the relevant technical expert(s) until the problem is completely solved to the satisfaction of the Bank. The bidder shall also provide escalation matrix in respect of support and maintenance of the application software. The minor front-end/navigational issues should be resolved within 15 minutes and wherever escalation is required the same should be resolved within a maximum period of half-an hour. However, any back-end issue should be resolved in one hour. Interface related issues, wherever two or more Bidders are involved, would be the joint responsibility which should be attended & resolved on priority basis.

The bidder shall provide technical support for the application software under the agreement for the maintenance period, which is 4 years after the expiration of the warranty period of one year.

Maintenance and support shall include hardware, software, application systems, interfaces, other utilities including version upgradation during the five year TCO period. The coverage shall be on a twenty four hour per day basis throughout the year (24X7X365).

14. INTELLECTUAL PROPERTY RIGHTS

While the bidder shall retain the intellectual property rights for the software, it is desired that bidder will grant the license for the Bank's exclusive use.

Bidder shall place the source code (and the procedures necessary to build the source code into executable form) for the application software, within 30 days of formal acceptance thereof, in escrow with a reputable agency (preferably a bank or established software escrow firm in India) acceptable to the Bank during the duration of warranty and maintenance periods. The cost shall be included in the commercial bid.

15. ESCROW

The Bank and the Bidder shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the Treasury software product supplied/procured by the bidder to the Bank in order to protect its interests in an

eventual situation. The Bank and the bidder shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the bidder. As a part of the escrow arrangement, the final selected vendor is also expected to provide a detailed code documentation of the Treasury solution which has been duly reviewed by an external independent organisation/consultant of the bank.

The Escrow arrangement suggested by the bidder shall not be binding on the Bank. The Bank reserves the right to explore alternate escrow mechanisms based on the Bank's existing practices. The Bank and the Bidder may enter into such escrow arrangement that is mutually agreed upon by the two parties.

The escrow will be released to and become the property of the Bank in the event that the agreement is terminated for either default or insolvency or should the bidder cease, or give notice of intention to cease to provide maintenance or technical support service for the software as required by the agreement.

16. LICENSE

The Bidder has to provide 50 concurrent perpetual user license for Integrated Treasury Application Software which will be used for both Primary Site & DR Site. Accordingly all necessary licenses for the OS, and environmental software including RDBMS has to be provided by the bidder for both Primary & DR Site. The Bidder has to quote for all software license requirement for DR implementation in their commercial Bid. Specification for OS and Hardware required at DR has also to be mentioned in the technical bid. The Bidder will furnish all the software licenses in the light of Bank's requirement for unlimited period and usages for implementation of the solution. *As part of commercial bid, the bidder should provide the cost of additional 25 concurrent perpetual user license for the proposed solution and related database softwares as mentioned hereinabove, in the format given in Annexure - IV. The cost of additional 25 user license and related database would be counted for calculating the TCO. However Bank will procure the additional licenses based on actual requirement.*

17. HARDWARE SIZING

The Bidder must propose for the optimal size of the Hardware, Operating System, Database, Middle ware etc. keeping in view the number of users, number of concurrent users, current average and peak volume of transactions and to extrapolate the same for the full TCO period (i.e. 5 years). The basic parameters for sizing are given herein under.

- No of concurrent users - 50
- Number of transactions per day – minimum 1000
- Projected Growth – 15% per annum in respect of users & volume of business

The system should be capable of keeping on line data at least for 5 years. Thereafter the system should provide purging & archival of data. The response time at client end should be always less than 3 second. During the agreement period, if at any stage, it is found that the solution provided by the bidder is not able to give the requisite performance as per the sizing parameters (i.e. up time above 99.5% and response time < 3 second) the bidder shall have to provide additional hardware, software without any additional cost to the Bank. The hardware proposed for the solution as part of this RFP (Techno-Commercial) should not exceed 70% of CPU(s), Memory(s), Hard Disk(s) utilisation levels at any given point in time during the TCO Period.

The bidder should size for adequate hardware for the Treasury application. Separate adequately sized hardware should be quoted for Report, test & development, training servers.

If the hardware as proposed by the bidder is found to be deficit in meeting the service level agreement then the bidder will have to upgrade the hardware without any extra cost to the bank. The components associated with the hardware such as Operating System, Database, Application software will also have to be upgraded by the bidder at no extra cost to the Bank.

The bidder is expected to quote for storage system in the commercial Bid. If the solution suggested by the bidder necessitate additional capacity, then the bidder would need to provide accordingly to meet the RFP (Techno-Commercial) and SLA requirements. The bidder should also keep in mind that the agreement period being for five years, the data needs to be stored at least for the agreement period and hence the storage capacity should be sized accordingly.

Note:-If required, Bank may normalize the hardware.

18. MONITORING & AUDIT

Compliance with security best practices may be monitored by periodic computer security audits / Information Security Audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The bidder must provide the Bank access to various monitoring and performance measurement systems. The bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank.

For service level measurement, as defined in SLA, data recording is to be captured by the industry standard tools implemented by the Vendor. These tools should be a part of the proposed solution.

19. INDEMNITY

The bidder will indemnify the Bank against all actions, proceedings, claims, suits, damages and any other expenses for causes attributable to the Bidder. The total liability of the selected bidder under the agreement will not exceed the total cost of the project.

20. CONFIDENTIALITY:

The Bidder acknowledges that all material and information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof, whether consisting of conditional and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to Bank will at all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to realize it only to employees requiring such information, and not to realize or disclose it to any other party. The Bidder agrees to take appropriate action with respect to its employee to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement is fully satisfied.

21. TERMINATION FOR DEFAULT:

Bank may, without prejudice to any other remedy for breach of agreement, by written notice of default sent to the Selected bidder, terminate the agreement in whole or in part:

- If the Bidder fails to deliver any or all of the Goods and Services within the time period(s) specified in the agreement, or within any extension thereof granted by Bank or
- If the Bidder fails to perform any other obligation(s) under the agreement.
- If the Bidder, in the judgment of Bank has engaged in corrupt or fraudulent practices in competing for or in executing the agreement.

In the event Bank terminates the agreement in whole or in part, Bank may procure, upon such terms and in such manner, as it deems appropriate, Goods and services similar to those undelivered and the selected bidder shall be liable to Bank for any excess costs for such similar Goods and/or Services. However, the Selected bidder shall continue performance of the agreement to the extent not terminated.

22. TERMINATION FOR CONVENIENCE:

Bank, by written notice sent to the Selected bidder, may terminate the agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Bank's convenience, the extent to which performance of work under the agreement is terminated and the date upon which such termination becomes effective.

23. FORCE MAJEURE:

The Bidder shall not be liable for forfeiture of its Performance Security, Liquidated Damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the agreement is the result of an event of force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify Bank in writing of such condition and the cause thereof. Unless otherwise directed by Bank in writing, the Bidder shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

24. RESOLUTION OF DISPUTES:

Bank and the Selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or, in connection with the Contract.

If, after thirty (30) days from the commencement of such informal negotiations, Bank and the Selected bidder have been unable to resolve amicably a agreement dispute, either party may require that the dispute be referred for resolution to the formal mechanisms These mechanisms may include, but are not restricted to,

conciliation mediated by a third party, adjudication in an agreed national forum and/or national arbitration.

25. ARBITRATION :

In the event of disputes, controversies, differences of opinion and claims arising out of or in connection with this agreement or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the parties shall first endeavour to settle such differences, disputes, claims or questions by friendly consultation and failing such settlement , the same shall be referred to Arbitration by a Sole Arbitrator to be appointed with mutual consent. In case the parties are unable to reach a consensus on a Sole Arbitrator, the same shall be referred to a panel of three arbitrators with one arbitrator to be appointed by each party and the third arbitrator to be appointed by the two arbitrators. Such arbitration shall be held in accordance with the Arbitration and Conciliation Ordinance, 1996 or any statutory modification or re-enactment thereof for the time being in force shall be held in Kolkata and be conducted in the English language.