

**Request for Proposal (RFP)**  
**For**  
**Selection of vendor for Supply, Implementation and  
Management of Legal Management System**



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

**RFP REF NO: UCO/DIT/1015/2015-16 Date: 29/09/2015**

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

This document is prepared by UCO Bank for its requirement of Selection of vendor Supply, Implementation and Management of Legal Management System. It should not be reused or copied or used either partially or fully in any form.

### **Disclaimer**

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



## **INTRODUCTIONS & OBJECTIVES**

UCO BANK, a body corporate, constituted under The Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata- 700001, India, hereinafter called the "Bank", is one of the leading public sector Banks in India having more than 3000 branches and 2100+ ATMs (including Biometric enabled ATMs) spread all over the country. All the branches of the Bank are CBS enabled through Finacle(Ver. 7.0.25) as a Core Banking Solution. Bank is having tie-up with Visa & NPCI and distributes VISA and RuPay enabled debit cards to the customers. Bank has also installed machines for cash deposit, cheque deposit and passbook printing machines in e-Lobbies across the country. The existing Cash Deposit Kiosks, Cheque Deposit and Self-Service Passbook Printing Kiosks are directly integrated with Bank's Core Banking System.

UCO BANK is now pleased to invite Request for Proposal (RFP) for Selection of Vendor for Supply, Implementation of Legal Management System in the Bank to be used by its Branches / Offices across the country. The proposal is invited from the prospective bidders having proven past experience and competence in the field for providing end to end solution to cater to the requirement of Legal Management as per the scope given in this RFP document.



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## **Part – I (General Details)**

### **1. Invitation for Tender Bids**

UCO Bank invites sealed tenders from eligible bidders for Selection of Vendor for Supply, Installation and Management of Legal Management System.

**The Bid details are given below:**

<b>Tender Reference</b>	<b>UCO/DIT/1015 /2015-16</b>
<b>Cost of Tender Document</b>	<b>Rs. 10,000/- (Rupees Ten Thousand only)</b>
<b>Date of issue of RFP</b>	<b>29/09/2015</b>
<b>Earnest Money Deposit (EMD)</b>	<b>Rs. 5,00,000/- (Rupees Five Lakhs only, in the form of BG)</b>
<b>Date of commencement of sale of tender document</b>	<b>29/09/2015</b>
<b>Pre-Bid queries</b>	<b>On or before 14/10/2015</b>
<b>Last Date and Time for receipt of tender bids</b>	<b>30/10/2015 at 3:00 pm</b>
<b>Opening of Eligibility and Functional and Technical bids</b>	<b>30/10/2015 at 3:30 pm</b>
<b>Opening of Commercial Bid</b>	<b>Will be informed subsequently to eligibility-wise / technically qualified bidders.</b>
<b>Address of Communication</b>	<b>UCO BANK, Head Office-2, Department of Information Technology, 7<sup>th</sup> Floor, 3 &amp; 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064.</b>
<b>Email Address</b>	<b>hocbs.calcutta@ucobank.co.in</b>
<b>Contact Telephone/Fax Numbers</b>	<b>Tel :033-44559758 / 45 Fax :033-23345013</b>
<b>Bids to be submitted</b>	<b>Tender box placed at:  UCO BANK, Head Office-2, Department of Information Technology, 7<sup>th</sup> Floor, 3 &amp; 4, DD Block, Sector -1, Salt Lake, Kolkata-700 064.</b>

Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank.

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. In case, the specified date of submission & opening of Bids is declared a holiday in West Bengal

under NI Act, the bids will be received till the specified time on next working day and Eligibility / Technical Bid will be opened at specified time on that day.

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 bid documents should be strictly as per the following terms and conditions:

## 2. Submission of Bids: General Terms and Conditions

Separate Eligibility / Techno functional and Commercial Bids, duly sealed and super-scribed as "Eligibility / Techno functional bid" and "Commercial bid" (as per the format prescribed in Annexure-IV & Annexure-V) respectively should be put in a single sealed outer cover, duly sealed and super-scribed "Selection of Vendor for Supply, Implementation and Management of Legal Management System" as per bid details given in the RFP. If the outer cover / envelope are not sealed & super-scribed as required, the Bank shall not be responsible for the bid's misplacement or premature opening.

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

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

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

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

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

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

- 2.3 If Commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
- 2.4 The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reason, whatsoever, and without cost and / or compensation therefor.
- 2.5 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 2.6 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.
- 2.7 Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

### 3. Eligibility Criteria

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



SI No	Clause	Documents required
A	The Bidder should be a Company / Firm registered under the relevant statute at least for the last 3 years as on RFP Submission date.	Registration certificate of the Firm along with the relevant documents or the Certificate of Incorporation issued by Registrar of Companies along with the copies of Memorandum and Articles of Association, as the case may be, are required to be submitted along with the technical bid.
B	The bidder should have 3 years of continuous experience of development, implementation or support of software Solutions in Legal Management domain.	A copy of the necessary Certification along with experience certificate / copy of Purchase Order (s) having executed the similar orders to be enclosed along with Technical Bid.
C	The bidder submitting the offer should have positive net worth and should have	Copy of the audited balance sheet and profit and loss statement of the

	registered annual turnover of minimum Rs 2 Crores per year during last 3 financial years i.e. 2012-2013, 2013-2014 and 2014-15. The turnover must be the individual Company's turnover and not that of any group of Companies.	company showing net-worth and turnover of the company for the last three years i.e. 2012-2013, 2013-2014 and 2014-15 should be submitted.
D	The bidder should have positive net-worth (capital + reserves – accumulated, if any) for the last three financial years (i.e. 2012-2013, 2013-2014 and 2014-15).	Copy of the audited balance sheet of the company showing positive networth of the company for the consecutive last three financial years should be submitted
E	The bidder should have ready available software for Legal Management covering features as outlined in the bid document and implemented in 2 commercial Banks of which 1 should be Public Sector Bank.	Self- Declaration to be submitted
F	The bidder should have capability to generate output related to compliance reporting under ADF or otherwise from the system pertaining to Legal system and have capability to generate XBRL output as per the taxonomies to be released by RBI from time to time related to Legal system.	Proof of capability of generating such XBRL reports for any Taxonomy already released
G	Bidder should be ISO 9001 : 2008 / 2015 certified	Copy of certificate should be submitted.
H	The bidder submitting the offer should have Service/Technical Support Infrastructure in India. Bidder shall ensure back to back availability of support from OEM / OSD (Original Solution Developer).	Letter from bidder and OEM / OSD to this effect with full address of service centers should be submitted.
I	The bidder should not be currently blacklisted by any Central/State Govt. depts./Public Sector Banks / Financial Institutions in India.	Self- Declaration to be submitted

**Note:-**

Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the



documents to be submitted. OEM can quote directly or through channel partners or system integrator / Franchisee. The channel partner/ system integrator/ franchisee should meet eligibility criteria. OEM or their channel partner / system integrator / franchisee can only participate. However both should not participate in which case both will be disqualified and their offer will be rejected. The bidder should have a ready available software for Legal Management covering features as outlined in the bid document and implemented in 2 commercial Banks of which 1 should be Public Sector Bank Self- Declaration to be submitted. The vendor needs to have capability to generate output related to compliance reporting under ADF or otherwise from the system pertaining to Legal system and have capability to generate XBRL output as per the taxonomies to be released by RBI from time to time related to Legal system Proof of capability of generating such XBRL reports for any Taxonomy already released Bidder should be ISO 9001 : 2008 certified Copy of certificate should be submitted. The bidder submitting the offer should have Service/Technical Support Infrastructure in India. Bidder shall ensure back to back availability of support from OEM / OSD (Original Solution Developer). Letter from bidder and OEM / OSD to this effect with full address of service centers should be submitted. The bidder should not be currently blacklisted by any Central/State Govt. depts./Public Sector Banks / Financial Institutions in India. Self- Declaration to be submitted .Bidders must submit a letter of authority from their manufacturers that they have been authorized as Enterprise vendor / partner of OEM to quote on behalf of the manufacturer.

#### 4. Period of Validity of Bid

Bids shall remain valid for 180 (One Hundred and Eighty) days after the date of technical / eligibility bid opening prescribed by UCO BANK. UCO BANK holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence and without assigning any reason therefor. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period.

#### 5. Earnest Money Deposit

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

Particulars of Job to be undertaken	EMD
Selection of Vendor for Supply, Implementation and Management of Legal Management System.	Rs. 2,00,000/-

**Note: The EMD shall be valid for a period of 180 days.**

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 of successful bidder(s) will be returned on submission of the Performance Bank Guarantee.

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

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

## 6. Rejection of the Bid

The Bid is liable to be rejected if:

- 6.1 The document doesn't bear signature of the authorized person.
- 6.2 It is received through Telegram / Fax / E-mail.
- 6.3 It is received after expiry of the due date and time stipulated for Bid submission.
- 6.4 Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal (RFP) are liable for rejection by the Bank.
- 6.5 Any incorrect information provided by the Bidder.

## 7. Pre-Bid Queries / Clarifications

The prospective bidders can submit their queries to the email ID of the Bank given above. These queries raised along with the Bank's response in this context will be available at the Bank's website.

## 8. Performance Bank Guarantee

The successful bidder(s) shall be required to provide a Bank Guarantee for 10% of the Total Cost of Ownership valid for the tenure of the contract plus a claim period of 3 months, 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 Master Contract**. Bank has the right to invoke the BG for any non-compliance of the terms & conditions of this RFP or the Master Contract to be executed between the selected bidder and the Bank at any point of time.

## 9. Modification and Withdrawal of Bids

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

## 10. For **Recipient** Only

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

## 11. Costs Borne by Recipient

All costs and expenses incurred by Recipients ("Bidder") 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.

## 12. 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.

## 13. Liquidated Damages

Notwithstanding UCO Bank's right to cancel the order, liquidated damages for late delivery at 1% (One percent) 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 value of the order value.

UCO BANK reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by UCO BANK to the bidder without prejudice to its rights or remedies available under the law(s) for the time being in force. Liquidated damages will be calculated on per week basis.

Liquidated damages is not applicable for delay, reasons whereof are attributable to the Bank and Force Majeure.

## 14. Price

- a. The Price Bid must include all software cost. The Price Bid should be exclusive of all applicable taxes such as Sales Tax / Service Tax / Octroi / Entry Tax / Way-bill etc.
- b. The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid, over the validity period of the bid.
- c. The bidder shall keep the price valid till the date of expiry of the contract. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.
- d. Prices quoted by the Bidder shall be in Indian Rupees and not subject to any price escalation, if the order is placed within the validity period.

## 15. Payment Terms

40% - On UAT Sign Off  
30% - On Go Live  
30% - After 90 days of Go Live

Following Documents are to be submitted for Payment:

- \*Invoice in Triplicate
- \*Duly receipted Delivery Challans  UCO BANK
- \*Installation Report, counter signed by an authorized official from the Bank.

## 16. Paying Authority

The payments as per the Payment Schedule covered herein above shall be paid by UCO Bank, DIT, Head Office. However, Bills would be payable on receipt of advice / confirmation for satisfactory delivery / installation / re-installation, live running and service report. Also the Bidder has to submit the certificate of insurance covering all the risks during transit, storage, installation, commissioning, testing and handling including third part liabilities.

## 17. Order Cancellation (Termination)

The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- Delay in delivery of Software and preparation of site beyond the specified period.
- Discrepancy in the quality of service software / materials supplied for site development during the implementation, rollout and subsequent maintenance process.

- In case of cancellation of order, any payment made by the Bank to the Vendor would necessarily have to be returned to the Bank. Further, the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract / purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
- In case, sum total of penalties and deliveries exceed 10% of the TCO.

## **18. Consequences of Termination**

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

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

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

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

## **19. Force Majeure**

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

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.

2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and legal embargos.
3. Terrorist attack, public unrest in work area.

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

## **20. Dispute Resolution Mechanism**

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

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

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same shall be resolved exclusively by arbitration and such dispute shall be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or amendment thereof. Each Party to the dispute shall appoint one arbitrator of its own choice and the two appointed arbitrators shall appoint the third arbitrator who will act as the presiding arbitrator.

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

The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the exclusive 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 Bidder shall not be entitled to suspend/terminate the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

## **21. Period of Contract**

The period of Contract shall initially be for a period of 03 (three) years which is inclusive of one year warranty period) unless terminated earlier by the Bank by serving 90 days prior notice in writing to the vendor / selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period, the contract may be extended for such further period as would be decided by the Bank on the same terms and conditions as mentioned herein save and except the rate(s), which will be mutually determined by the parties.

## **22. Execution of Master Contract:**

The Selected bidder/vendor is required to enter into a Master Contract with the Bank within 7 days from the date of its selection containing the following specific clauses amongst others:

- i) Vendor's Performance Guarantee by way of Bank Guarantee;
- ii) Indemnification by the Vendor for their acts, omission or misdeeds, etc.(selected bidder is required to execute a Letter of Indemnity/Deed of Indemnity as per Bank's format).;
- iii) the grounds of termination of the Master Contract including termination at Bank's convenience;
- iv) Effect of Termination;
- v) Liquidated Damages;
- vi) confidentiality of the information;
- vii) Non-assignment of the work by the Vendor without written permission of the Bank;
- viii) Governing Laws;
- ix) Dispute Resolution; and
- x) Courts' Jurisdiction; etc.



## 23. Other Terms and Conditions of the RFP

- a. **Signing of the bid:** The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.
- b. **Cost of preparation and submission of bid document:** The bidder shall bear all costs for the preparation and submission of the bid. UCO BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- c. **Erasures OR Alterations:** The Bid should not contain alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.
- d. **Language of Bid:** The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.
- e. **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 / eligibility documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.
- f. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part without assigning any reason and without any cost or compensation therefor.
- g. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement without assigning any reason and without any cost or compensation therefor.



- h. **Clarification of Offers:** To assist in the scrutiny, evaluation and comparison of offers/bids, UCO BANK may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder.
- i. **Audit by Third Party:** Bank at its discretion may appoint its officials/third party for auditing the activities of onsite services and operations of entire services provided to the Bank.
- j. **Jurisdiction:** The disputes or differences arising out of or in connection with the master contract to be executed between the Bank and the vendor/selected bidder shall be subject to the exclusive jurisdiction of the courts at Kolkata.
- k. **Publicity:** Any publicity by the bidder in which the name of UCO Bank is to be used should be done only with the prior explicit written permission of UCO Bank. The Vendor shall not make or allow making a public announcement or media release about any aspect of the Contract unless UCO BANK first gives the Vendor its prior written consent.
- l. **Non-Transferable Offer:** This Request for Proposal (RFP) is not transferable.
- m. **Address Of Communication:** Offers/bid should be addressed to the address given in page no: 5 (General Details-)
- n. **Confidentiality Of the Bid Document:** The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.
- o. In a tender either the Indian Agent on behalf of the Principal/ OEM or Principal/ OEM itself can bid but cannot bid simultaneously for the same item/ product in the same tender.
- p. If an agent bid on behalf of the Principal / OEM, the same agent shall not submit a bid on behalf of another Principal / OEM in the same tender for the same item/ product."
- q. Vendor should provide Name, Address, E-mail address, dedicated telephone / mobile / FAX number of Account Manager at Oracle. Further, Vendor should also provide contact numbers of Oracle call center and Call escalation procedure and contact details.

- r. **Cancellation of tender process:** Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason and without any cost or compensation therefor.
- s. **Response of the Bid:** The Bidder should comply all the terms and conditions of RFP.
- t. The selected bidder/vendor shall ensure that the products provided by him for the proposed Legal Management System must be in compliance with the laws, rules, regulations etc. The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.
- u. The products will be considered as accepted (Commissioned and Operationalized) after signing the Acceptance Test Plan (ATP) document jointly by the Bank and the selected bidder/vendor.
- v. UCO BANK shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever and without any cost or compensation therefor. UCO BANK has the right to re-issue tender/bid. UCO BANK reserves the right to make any change in the terms and conditions of purchase during the bidding process that will be informed to all bidders. UCO BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

## Part –II

### 1. Scope of Work / Requirements

Sr. No.	Scope of Work	Compliance ( Yes/No)
<b>1</b>	<b>Notice Generation</b>	
1.1	Facility to generate Demand, Recall notices , SARFAESI notices	
1.2	Report generation on various parameters including Total Amount to be recovered, Customer-wise notices, By/ Against etc as required by	
<b>2</b>	<b>Pre-Suit details</b>	
2.1	The application should have the functionality to input Customer Basic details, Facility details, Securities details, Defendant details, Permission details and Plaintiff details.	
2.2	System should provide work flow for pre suit approval so as higher level user be informed of customers whose Permission details are pending for approval for filling of suit.	
<b>3</b>	<b>Suit proceeding details</b>	
3.1	All stages of Suit proceeding should be Extracted/Recorded in the application.	
3.2	The application should also have the functionality to input Suit proceeding stay details and Suit Withdrawal details, reinstatement , writ petition etc.	
<b>4</b>	<b>Post-Suit details</b>	
4.1	Various stages of Post – Suit should be Extracted /Recorded viz. Restoration Petition, Revision Petition, Execution of Decree, Execution of R.C and Insolvency petition	
<b>5</b>	<b>Suit under SARFAESI Act</b>	
5.1	Details of suits filed under SARFAESI Act viz. Basic details, Possession Details, Application u/s 13(4), D.R.A.T, Writ petition to High Court, Appeal to D.R.A.T, Suit Disposal details, Staff Accountability details and Notice.	
5.2	The application should also be able to track the SARFAESI process, including but not limited to Dt. Fixed for Sale, Reserve price, Disposal mode, Sale Amt. and Buyers name.	

6	<b>Suit under PDR Act (Public Debt Recovery Act)</b>	
6.1	Details of Suits filed under the PDR Act, along with withdrawal details of Suit and Staff Accountability details should also be Extracted / Recorded.	
7	<b>Other Suits</b>	
4.1	The application should have features to add Service matters suits filed by officer / staff / ex-Staff	
7.2	Criminal complaints filed by bank or against the bank.	
7.3	Facility to extract /record details of Agri Credit recovery act ,Lok Adalat	
7.4	Facility to extract /record details of Claims Against Bank not acknowledged as Debt	
7.5	Cases in District Courts, High Courts, Supreme Court etc	
7.6	Facility to Extract / Record details of RTI	
7.7	Section 138 of NI Act and Section 25 should also be Extracted / Recorded.	
7.8	Consumer Forum should also be Extracted / Recorded.	
7.9	Banking Ombudsman should also be Extracted / Recorded.	
8	<b>Other Requirements</b>	
8.1	Extract customer or any other required information from existing system, if available	
8.2	Facility to create Advocate master with address , email, Mobile no details and assign multiple branches and multiple case at CO and circle level	
8.3	Facility to monitor Advocate wise cases with age wise value and expense detail at various administrative levels before assignment of fresh cases	
8.4	Facility to enable comparative analysis of various advocate on value wise , age wise expenses and adjournment for effective monitoring	
8.5	Facility to assign stake holders , their details for cases and enable SMS & e-Mail alerts for progressive updates	
8.6	Extract recovery data from transaction system and also enable recording of amounts held be courts and external agency and reflect in recovery monitoring reports	
8.7	Facility to update case status by Advocates , Nodal officer through Mobile Apps ( Minimum Android )	
8.8	Provision for recording remarks of concerned executive with automated actionable alerts based on key words and reminder	

	to the stake holders	
8.9	Option to update next hearing date through web crawling	
8.10	Discovery of new Legal System against Bank by Customer /Service Provider / Staff / Ex-Staff and others	
<b>9</b>	<b>Reporting</b>	
9.1	Multiple option for generation of reports at various levels for court wise cases coming up for hearing for effective monitoring	
9.2	Facility to generate Advocatewise , Case wise , Stage wise , Court wise , Value range wise reports at various administrative level with selective access option to be administers centrally	
9.3	Report output should be in Excel , Word and PDF	
9.4	Statement of Permission Granted for Filing Suits (Legal) Actions	
9.5	Statement of Suits (Applications) Pending	
9.6	Statement of Suits (Applications) coming up for Hearing	
9.7	Statement of Top N Suits (Applications) Filed Accounts	
9.8	Statement of All Cases (Adjournment / Next Hearing Date)	
9.9	Statement showing recovery made in Suit Filed Accounts	
9.10	Statement of all Decreed(RC) Accounts	
9.11	Statement of Amount wise Break up of Pending Suits(Applications)	
9.12	Statement of Age wise Break up Pending Suits(Applications)	
9.13	Statement of Age wise Pending Cases ( DRT / Non DRT)	
9.14	Statement of Suit Filed Accounts Sanctioning Authority wise	
9.15	Statements of Recovery In Accounts	
9.16	Statement of Adjusted Cases	
9.17	Progress Report Under SARFAESI Act	
9.18	Statement of Possession/ Disposal of Securities under SARFAESI	
9.19	Statement of Suits(Applications) Filed to Recover the Residual Balance after Disposal of Securities under SARFAESI Act	
9.20	Statement of Suits(Applications) Filed Accounts where Action under SARFAESI Act is also Initiated	
9.21	Statement of Progress of Action Taken under SARFAESI Act for Recovery of Banks Dues	
9.22	Statement of all cases under BFIR/CDR	
9.23	Statement of Lok Adalat Cases	
9.24	Statement of All Cases Filed and Pending Against the Bank(Excluding Consumer Forum etc)	
9.25	Statement of Cases Filed by Staff /Ex staff against the Bank	
9.26	Statement of Applications received under RTI Act	

9.27	Statement of Customer Complaints ( Consumer Forum)	
9.28	Statement of claims against the Bank "Not Acknowledged as Debt "	
9.29	Statement of pending cases filed against the Bank	
9.30	Statement of Empaneled List of Advocates	
9.31	Statement of Assignment of Advocates to Branches	
9.32	Statement of Progress of Suits Assigned to Advocate	
9.33	Statement of Comparison of Performance of Advocates	
9.34	Statement of All Suit Expenses	
<b>10</b>	<b>Outlook Plug-in</b>	
10.1	Plug-in should be integrated with Microsoft Outlook to update date of follow-up of cases/notice in the outlook calendar	
10.2	Follow-up dates of report should be updated in reporting managers Microsoft Outlook Calendar	
10.3	Follow-update in outlook calendar should have case/notice title, date of next follow-up, name of the dealing officer	
<b>11</b>	<b>Alert</b>	
11.1	Actionable points in remarks at each stage to be linked to stake holder / identified nodal officer / officer for automated reminder through emails / SMS till completion of actionable point	
11.2	Upcoming court date to relevant Nodal Officer	
11.3	Upcoming notice updates to relevant Nodal Officer	
11.4	Escalation Email/SMS on Non-updation	
<b>12</b>	<b>User Management</b>	
12.1	Facility to create users	
12.2	Facility should be able to create hierarchy and assign reporting managers	
12.3	Facility to update/edit/delete users	
12.4	System to maintain a log of all activities	
12.5	Facility to generate a report of the log based on user-wise, duration of login, activity wise	

**Note:** The Bidder has to Comply Y/N each point and submit scope of work in separate sheet.

## 2. Warranty & ATS

The entire project for implementing Legal Management System shall carry a Warranty for a period of one year from date of Live Sign Off. The selected Bidder should provide support for a minimum period of 03 years inclusive of one year warranty period. The selected vendor would be required to offer ATS / AMC support for application for 2<sup>nd</sup>

and 3<sup>rd</sup> year of contract period and cost to be quoted accordingly in the respective column in the commercial format. The Bank may also get ATS / AMC support beyond contract at mutually agreed terms.

All product updates, upgrades, version upgrades, patches will be supplied during the Warranty and ATS periods at no separate charges / cost to the Bank with required media and accessories. Bidder will assist Bank for implementation of product updates, upgrades, patches etc.

During Warranty and ATS period, the Selected Bidder shall provide On-site support. The selected Bidder warrants that the Legal Management System provided under the Contract shall have no defect arising from design, materials or workmanship and should have perpetual license.

### **3. Uptime**

The Bidder shall guarantee an uptime of 99.95% during Warranty Period and also during ATS period if entered into, which shall be calculated on quarterly basis. The "Uptime" is, for calculation purposes, equal to the Total number of hours of the day in a quarter, less downtime in number of hours. Any part of hour is treated as full hour.

### **4. Facility Management:**

The Facility Management Services should be available from 9:30 AM to 6:00 PM on all working days for 02 years period post implementation. For providing Facility Management services, one techno / functional resource to be provided and resource will be responsible for providing data entry work like feeding data in the system collected from various sources, courts, advocates etc, support in resolving technical issues reported by the Bank / Branches / Offices / Legal Management Authorities. The Broad scope of the FM personnel will be to monitor Legal Management Application performance and to ensure its regular upkeep during the entire contract period. Bank reserves the right to further extend the FM Services for a further period with the selected vendor at mutually agreed rate, terms and conditions.

All the activities handled by the FM personnel to be transmitted / imparted to Bank's internal team from time to time. The payment for the FM Personnel will be released on quarterly arrears basis. The performance of the FM Personnel will be reviewed on monthly basis. The FM personnel will be the responsibility of the selected vendor in all respect. However, infrastructure such as sitting space, drinking water, telephone line, computer hardware and stationary will be provided by the Bank at its Head Office, Kolkata or any other place as decided by the Bank.

The deputed person has to maintain the utmost secrecy & confidentiality of the Bank's data including process performed at Bank's premises. Bank also reserves the right to remove any personnel, if Bank notice any negligence / gross misconduct / violation of

disclosure of Bank's data to third party and any decision of the Bank in this regard would be final, conclusive and binding upon the vendor.

## **5. Hardware Sizing, Database and Operating System:**

The bidder is required to suggest the Server, Storage, Operating System (OS), Database (DB) or any other device / equipment needed to run and support proposed Legal Management System to get the optimum application performance in handling Legal related data. Sizing to be done for total 1000 Users & Concurrent login user will be 250 at a time. However, offered application should be Enterprise Level perpetual license to Bank without any constraints / limitations of users, transactions etc. Bank will provide Server Hardware, Storage OS and DB as per the requirement mentioned in the Bid.

**N.B:** Bidder to also note that Bank may provide the servers in Virtualized environment (Combination of Blade Servers (DELL make) running Microsoft Windows 2012 as Operating System and Microsoft Hyper-V for VMs, SAN storage (DELL Make) out of which required Virtual Servers with OS may be provided along with required space to be allocated for Legal Management System project). The Database instance of MS SQL or Oracle may be provided for Legal Management System purpose.

## **6. Schedule of Implementation**

The Selected Bidder must implement the solution **within 5 weeks** from the date of issuance of the Purchase Order. The Bank reserves the right to shift the ordered items to any location where Bank has its presence or its technology partners are, anywhere in India.



## **Part – III**

### **1. BID OPENING AND EVALUATION CRITERIA**

#### **1.1 Evaluation Methodology**

The evaluation will be a two-stage process:-

Phase 1 – Techno Functional Compliance / Eligibility Evaluation

Phase 2 – Commercial Evaluation

#### **TECHNICAL EVALUATION**

The proposals will be evaluated in two stages. In the first stage, i.e. Techno Functional Compliance/ Eligibility Evaluation, the bidders will be shortlisted, based on bidder's responses. In the second stage, the commercial bids would be evaluated.

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

#### **COMMERCIAL EVALUATION**

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Commercial Bids of bidders, who qualified in the Eligibility Evaluation/ Techno Functional Compliance 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.

#### **1.2 Selection Methodology**

Techno-functionally complied bidder with lowest quote based on Total Cost of Ownership (TCO) will be considered as successful bidder.

**Tender Offer Forwarding Letter**

**RFP Ref. No.: UCO/DIT/1016/2015-16      Dated: 29/09/2015**

**Date:      /09/2015**

The Deputy General Manager,  
IT, BPR & BTD (eBanking & mBanking),  
UCO Bank, Department of Information Technology (DIT),  
Head Office – II, 5<sup>th</sup> Floor, 3 & 4 DD Block,  
Sector -1, Salt Lake, Kolkata – 700064

Dear Sir,

**Sub: Your RFP for “Supply, Installation and Management of Legal Management System”  
RFP Ref No. UCO/DIT/1016/2015-16 Dated 29/09/2015-16**

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for “**Supply, Installation and Management of Legal Management System**” mentioned in the RFP document forming Eligibility / Technical as well as Commercial Bids being parts of the above referred Bid.



In the event of acceptance of our Eligibility / Technical as well as Commercial Bids by the Bank we undertake to Supply, Installation and Manage Legal Management System as per your purchase orders.

We will 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 (as per the format prescribed in Annexure-II) for an amount of Rs. 2,00,000/-.

We will submit a Performance Guarantee for a sum equivalent to 10% of the TCO (Total Cost of Ownership), valid for a period of 39(36+3) months plus claim period of 3 months.

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

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

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

We enclose the following:

1. BG No. \_\_\_\_\_ dated for Rs.2,00,000/- (Rupees Two Lac only) / BG No. \_\_\_\_\_ dated \_\_\_\_\_ as EMD.
2. DD No. \_\_\_\_\_ dated for Rs.10,000/- (Rupees Ten Thousand only) dated \_\_\_\_\_ as cost of RFP document.

DD in favour of UCO Bank by..... Bank, Branch payable at Kolkata / BG issued by ----- Bank ----- branch.

Dated this \_\_day of \_\_\_\_2015

Signature: \_\_\_\_\_

(In the Capacity of) \_\_\_\_\_

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



**Format of Bank Guarantee (EMD)**

To,

UCO BANK,  
Department of Information Technology,  
5<sup>th</sup> Floor, 3 & 4 DD Block,  
Sector – I, Salt Lake, Kolkata – 700064

Dear Sirs,

In reference to your RFP for Supply, Implementation and Management of Legal Management System , M/s \_\_\_\_\_ having their registered office at (hereinafter called the 'Vendor') wish to respond to the said Request for Proposal (RFP) for self and other associated vendors and submit the proposal for Supply, Customization and Installation of Legal Management System as listed in the RFP document. Whereas the 'Vendor' has submitted the proposal in response to RFP, we, the \_\_\_\_\_ Bank having our Head office \_\_\_\_\_ hereby irrevocably guarantee an amount of `\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only) as bid security as required to be submitted by the 'Vendor' as a condition for participation in the said process of RFP.

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

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

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

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
2. This Bank guarantee will be valid upto \_\_\_\_\_; and

3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before\_\_\_\_\_.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this \_\_\_\_day of \_\_\_\_\_at \_\_\_\_\_.

Yours' faithfully,

For and on behalf of

\_\_\_\_\_ Bank

Authorised official

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



**General Details of the Bidder****A. Profile of Bidder**

1. Name of bidder:
2. Location
  - Regd. Office:
  - Controlling Office:
3. Constitution
4. Date of incorporation & Date of Commencement of business:
5. Major change in Management in last three years
6. Names of Banker /s

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

	2012-13	2013-14	2014-15
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 organisation/BFSI in India specifying the number of Banks and branches

Details of Experience in implementation of similar orders like Legal Management software

PSU organization		
Name of Organisation	Period	
	From	To

**N.B. Enclose copies of Purchase Orders as references**

Signature of Bidder: \_\_\_\_\_

Place: Name: \_\_\_\_\_

Date: Business Address: \_\_\_\_\_

**Eligibility Criteria Compliance**

<b>SI No</b>	<b>Clause</b>	<b>Documents required</b>
A	The Bidder should be a Company / Firm registered under the relevant statute at least for the last 3 years as on RFP Submission date.	Registration certificate of the Firm along with the relevant documents or the Certificate of Incorporation issued by Registrar of Companies along with the copies of Memorandum and Articles of Association, as the case may be, are required to be submitted along with the technical bid.
B	The bidder should have 3 years of continuous experience of development, implementation or support of software Solutions in Legal Management domain.	A copy of the necessary Certification along with experience certificate / copy of Purchase Order (s) having executed the similar orders to be enclosed along with Technical Bid.
C	The bidder submitting the offer should have positive net worth and should have registered annual turnover of minimum Rs 2 Crores per year during last 3 financial years i.e. 2012-2013, 2013-2014 and 2014-15. The turnover must be the individual Company's turnover and not that of any group of Companies.	Copy of the audited balance sheet and profit and loss statement of the company showing net-worth and turnover of the company for the last three years i.e. 2012-2013, 2013-2014 and 2014-15 should be submitted.
D	The bidder should have positive net-worth (capital + reserves – accumulated, if any) for the last three financial years i.e. 2012-2013, 2013-2014 and 2014-15.	Copy of the audited balance sheet of the company showing positive networth of the company for the consecutive last three financial years should be submitted
E	The bidder should have ready available software for Legal Management covering features as outlined in the bid document and implemented in 2 commercial Banks of which 1 should be Public Sector Bank.	Self- Declaration to be submitted
F	The bidder should have capability to generate output related to compliance	Proof of capability of generating such XBRL reports for any Taxonomy

	reporting under ADF or otherwise from the system pertaining to Legal system and have capability to generate XBRL output as per the taxonomies to be released by RBI from time to time related to Legal system.	already released
G	Bidder should be ISO 9001 : 2008 / 2015 certified	Copy of certificate should be submitted.
H	The bidder submitting the offer should have Service/Technical Support Infrastructure in India. Bidder shall ensure back to back availability of support from OEM / OSD (Original Solution Developer).	Letter from bidder and OEM / OSD to this effect with full address of service centers should be submitted.
I	The bidder should not be currently blacklisted by any Central/State Govt. depts./Public Sector Banks / Financial Institutions in India.	Self- Declaration to be submitted

**Note:-**

Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the documents to be submitted. OEM can quote directly or through channel partners or system integrator / Franchisee. The channel partner/ system integrator/ franchisee should meet eligibility criteria. OEM or their channel partner / system integrator / franchisee can only participate. However both should not participate in which case both will be disqualified and their offer will be rejected. The bidder should have a ready available software for Legal Management covering features as outlined in the bid document and implemented in 2 commercial Banks of which 1 should be Public Sector Bank Self- Declaration to be submitted. The vendor needs to have capability to generate output related to compliance reporting under ADF or otherwise from the system pertaining to Legal system and have capability to generate XBRL output as per the taxonomies to be released by RBI from time to time related to Legal system Proof of capability of generating such XBRL reports for any Taxonomy already released Bidder should be **ISO 9001 : 2008** certified, **Copy of certificate should be submitted**. The bidder submitting the offer should have Service/Technical Support Infrastructure in India. Bidder shall ensure back to back availability of support from OEM / OSD (Original Solution Developer). Letter from bidder and OEM / OSD to this effect with full address of service centers should be submitted. The bidder should not be currently blacklisted by any Central/State Govt. depts./Public Sector Banks / Financial Institutions in India. Self- Declaration to be submitted .Bidders must submit a letter of authority from their manufacturers that they have been authorized as Enterprise vendor / partner of OEM to quote on behalf of the manufacturer.



**Technical Compliance**

<b>Sl No</b>	<b>Bank's Requirements</b>	<b>Offered Specification</b>	<b>Compliance (Yes / No)</b>
1	Name of the Application Software		
2	Platform / Development Tools used		
3	RDBMS / Database Specification ( Please specify the minimum version requirements)		
4	Operating System Requirements (Please specify the minimum version of OS)		
5	Reporting Tools Used in the software		
6	Other necessary or Optional Software required, such as tools or utilities needed for capture or uploading of data which have not been covered above		
7	Web Server Requirements (e.g. IIS etc. required)		
8	Any other details which is not covered above for better understanding of the application and its deployment thereof		

**Commercial Bid****(Amount in Rupees)**

Sl No.	Particulars		Price exclusive of Tax (A)	Tax Type with %	Total Tax Amount (B)	Total Cost Including Taxes C=A*B
1.	Enterprise Level Perpetual Application cost including One Year warranty					
2.	One time implementation cost					
3.	Annual Maintenance cost / ATS(year wise breakup should be specified separately)	Year 2				
		Year3				
4.	Facility Management charges for Two years after implementation (one resource)	Year 1				
		Year 2				
5.	Other Charges if any for the proposed solution (Please Specify)					
	<b>Total Cost of the Solution (Amount quoted in Figures):</b>					
	<b>Total Cost of the Solution (Amount quoted in Words):</b>					

- (A) The bidder has to submit the commercial bid only in the above format. Any other format would be summarily rejected at the time of opening the bid.
- (B) The price should be mentioned in Words also. In case of any difference between amount mentioned in words and number, the amount mentioned in words will prevail.
- (C) The L1 (lowest one) bidder will be determined based on the lowest cost quoted by the bidder i.e. Total Cost of Ownership (TCO) / Total Cost of the Solution.
- (D) The Sales Tax/Service Tax /VAT etc. to be quoted in column "Taxes if any".

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Yours faithfully,

Signature of Authorized Signatory Name

of Signatory: Designation: Seal of

Company:

**Format of Performance Bank Guarantee (PBG)**

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) 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 the Master Contract to be made between UCO BANK and the Vendor for a period of ..... In pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called –the said Agreement||), of security deposit for the due fulfilment by the said VENDOR of the Terms and conditions contained in the said Contract, 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 Contract.

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 Contract or by reason of the VENDOR'S failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment made by us under this Guarantee 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 Contract have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Contract 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 Contract 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 Contract 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

Authorised Official

**Note:**

1. Selected vendor should ensure that the Seal and Employee 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.

यूको बैंक  UCO BANK