Request for Proposal (RFP)

For

Processor based License for Oracle Database Enterprise & Socket based Standard Edition

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

RFP REF NO: UCO/DIT/622/2015-16 Date: 16/07/2015

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.

This document is prepared by UCO Bank for its requirement of Processor based License for Oracle Database Enterprise & Socket based Oracle Database Standard Edition. It should not be reused or copied or used either partially or fully in any form.

Disclaimer

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

यूको बैंक UCO BANK

INTRODUCTIONS & OBJECTIVES

UCO BANK, a body corporate, established under The Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata- 700001, India, hereinafter called "The Bank", is one of the leading public sector Banks in India having more than 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 pleased to invite proposal of Request for Proposal (RFP) for supplying **Processor Based License for Oracle Database Enterprise and Socket based Standard Edition** from the prospective bidders having Oracle Authorization for re-sale of their Licenses, proven past experience and competence in the field.

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Contents

Part – I (General Details)

1. Invitation for Tender Bids

UCO Bank invites sealed tenders from eligible bidders for providing 8 nos. of Processor based Oracle Enterprise Edition and 12 Nos. of Socket based Oracle Standard Edition Licenses. These Licenses are required at UCO Bank, DIT, Head Office, Kolkata for various projects of the Bank.

The Bid details are given below:

Tender Reference	*UCO/DIT/ 622 /2015-16*
Cost of Tender Document	*Rs. 10,000/- (Rupees Ten Thousand only)*
Date of issue of RFP	*16/07/2015*
Earnest Money Deposit (EMD)	*Rs. 5,00,000/-(Rupees Five Lakhs only, in the form of BG)*
Date of commencement of sale of tender document	*16/07/2015*
Pre-Bid queries	*On or before 23/07/2015*
Last Date and Time for receipt of tender bids	*07/08/2015 at 3:00 PM*
Opening of Eligibility and Functional and Technical bids	*07/08/2015 at 3:30 PM*
Opening of Commercial Bid	*Will be informed subsequently to eligibility-wise / technically qualified bidders.*
Address of Communication	**UCO BANK, Head Office-2, Department of Information Technology, 7th Floor,3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064.**
Email Address	*hocbs.calcutta@ucobank.co.in*
Contact Telephone/Fax Numbers	*Tel :033-44559758 / 45 Fax :033-23345013*
Bids to be submitted	*Tender box placed at:* **UCO BANK, Head Office-2, Department of Information Technology, 5th Floor, 3 & 4, DD *Block*, Sector -1, Salt Lake, Kolkata-700 064.**

Any bids received after target 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 target 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 "Processor based License for Oracle Database Enterprise & Socket based Oracle Database Standard Edition License" as per bid details given in the RFP. If the outer cover / envelope are not sealed & super-scribed as required, the Bank will assume no responsibility 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 / Techno functional 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 reasons whatsoever.

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.

Sl No	Clause	Documents required
A	The bidder should be a registered company in India as per Companies Act 1956 since last 3 years.	The Certificate of Incorporation issued by Registrar of Companies along with the copies of Memorandum and Articles of Association are required to be submitted along with the technical bid.
B	The bidder should be a Certified OPN Gold Partner of Oracle and should have prior experience of executing similar orders in BFSI / PSU segments. The bidder should be duly authorized by Oracle to supply Oracle products.	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 should have posted net profit for at least one year in last three years (2011-12, 2012-13, 2013-14).	Copy of the audited balance sheet of the company showing profit of the company for the consecutive last three financial years should be submitted

D	The bidder should have positive net-worth (capital + reserves – accumulated, if any) for the last three financial years (i.e. 2011-2012, 2012-2013, 2013-14)	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 a minimum yearly turnover of Rs. 50 Crores per year during last 3 financial years (i.e. 2011-2012, 2012-2013, 2013-14)	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three financial years should be submitted
F	Any bidder, who is already debarred / blacklisted by any PSB for non-performance or any other reason as on date of submission of bids is not eligible to participate.	Self-declaration to that effect should be submitted on company letter Head.

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 already submitted documents.

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. 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
Processor based License for Oracle Database Enterprise Edition (8) Eight nos. and Socket based Oracle Database Standard Edition Licenses (12) Twelve nos.	Rs.5,00,000/-

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. 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 not be refunded by the Bank.

9. For Respondent Only

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

10. Costs Borne by Respondents

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

11. 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.

12. Liquidated Damage

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. Liquidated damages will be calculated on per week basis.

Liquidated damage is not applicable for reasons attributed to Bank and Force Majeure.

13. Product Support

i) Oracle Product Support services are to be offered to the Bank for direct access via both telephone and web to Oracle staff of technical analysts for problem resolution,

bugs reporting, and technical guidance on a 24x7 basis. This service should be provided through telephone, fax, e-mail and Oracle Web Interface Metalink directly.

ii) Bank should be in a position to access Oracle Global Support Infrastructure for problem resolutions directly using CSI number.

iii) Bank should also be in a position to access Oracle Support Portal METALINK and log a Technical Assistance Request (TAR) or search the database for known problem resolutions and bug fixes directly.

iv) Bank should get the latest versions by sending a mail to concerned e-mail ids by mentioning the CSI number of BANK and delivery address. The latest versions should be shipped to Bank within 2 weeks of receiving Bank's request. Selected Bidder would be required to co-ordinate and provide the latest versions and install the same.

v) Bidder should submit Oracle licensing policy in detail for the Renewed Oracle products.

vi) UCO Bank may lodge the complaint / request through selected bidder, for technical support for Oracle Database (Enterprise Edition).

vii) The selected bidder shall have the sole responsibility to provide support services. The term 'Support Services' shall mean as under:

   a. Support Services provide customers with the right to product upgrades and 24x7 technical supports. Support services should be as per Oracle Software Technical Support Policies and the terms under this Service Level Agreement.

viii) The term 'Oracle Software Technical Support Policies' shall mean as under:

   a. The 'Oracle Software Technical Support Policies' include Oracle's support terms and conditions, as well as provide a description of Oracle's technical support levels. Oracle Software Technical Support Policies are applicable for technical support for all Oracle software product lines. Oracle Technical Support Policies document should be the primary document used to communicate Oracle's support policies.

ix) The Updates Subscription Services will be provided to UCO Bank with rights to Oracle product upgrades, maintenance releases and patches released during the subscription period.

x) The term 'Updates Subscription Services' shall mean as under:

a. 'Update Subscription Services' include upgraded versions of software, maintenance releases and patches. Customers receive direct access Oracle experts for product-specific questions about installing and operating Oracle software.

xi) Product Support Services include Web based support via Oracle MetaLink. Features of MetaLink include proactive notifications, customized home pages, technical libraries and forums, product life-cycle information, a bug database, and the ability to log technical assistance requests.

xii) Oracle Product Support services will be provided to UCO Bank for direct access via both the telephone and web. Oracle Product Support Services shall be defined as follows:

a. Product Support Services provide customers with the right to product upgrades and 24x7 technical supports. Product upgrades includes upgraded versions of software, maintenance releases and patches. Customers receive direct access Oracle experts for product-specific questions about installing and operating Oracle software.

xiii) Oracle skilled staff of technical analysts for problem resolution, bugs reporting and technical guidance on a 24x7 basis. This service will be provided to UCO bank through telephone, fax, e-mail and Oracle's Web interface Metalink directly.

xiv) UCO Bank will be provided with a 10 digit Customer Support Identifier (CSI) number from Oracle directly.

xv) UCO Bank will be in a position to access Oracle global support infrastructure for problem resolutions directly using CSI number.

xvi) UCO Bank should also be in a position to access Oracle Support Portal METALINK at http://metalink.oracle.com (page will be redirected to http://support.oracle.com) and log a Technical Assistance Request (TAR) or search the database for known problem resolutions and bug fixes directly.

14. Transfer of licenses from one platform to other during ATS period as and when required by UCO Bank and to ensure that UCO Bank continues to get ATS updates and support even in case the original Oracle software supplied and Partitioning licenses are shifted to other platforms by the Bank during the period of ATS.

15. Price

a. The Price Bid must include all software licenses and Price Tag covering ATS of one year. 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 for a period of **180 days** from the date of submission of bid. 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.

16. Payment Terms

100% of the license fee plus first year ATS along with all applicable taxes will be paid upon delivery of the license and upon getting confirmation from Oracle about the ATS, after realizing penalty charges for late delivery and / or late installation. The claim for payment should contain proof of delivery & User Acceptance Report signed with date by an authorized official of UCO Bank at the respective sites, original Octroi receipt, waybill etc. However, renewal of ATS is at discretion of the Bank without any obligation. Bank may renew the ATS for 2nd & 3rd Year, if so required at mutually agreed terms.

17. Paying Authority

The payments as per the Payment Schedule covered herein above shall be paid by this office (DIT, Head Office). However, Bills would be payable on receipt of advice / confirmation for satisfactory delivery / installation / re-installation, live running and service report from the concerned Customer Service Centre where the purchased equipments have been delivered. 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.

18. 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 machines 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.

19. 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.

20. 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 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 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.

21. 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 may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing 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 jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

22. Other Terms and Conditions of the RFP

a. <u>Signing of the bid:</u> 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. <u>Cost of preparation and submission of bid document:</u> 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. <u>ERASURES OR ALTERATIONS:</u> The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and 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. <u>Language of Bid:</u> 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. <u>Preliminary Scrutiny</u>: 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.

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.

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.   Jurisdiction: The jurisdiction of the courts shall be Kolkata.

j.   Publicity: Any publicity by the bidder in which the name of UCO Bank is to be used should be done only with the 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.

k.   Non-Transferable Offer: This Request for Proposal (RFP) is not transferable.

l.   Address Of Communication: Offers/bid should be addressed to the address given above in control sheet.

m.   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.

n.   "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.

o. 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."

p. 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.

q. 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.

r. Response of the Bid: The Bidder should comply all the terms and conditions of RFP.

s. The products provided by the bidder for the proposed solution must be legally obtained. 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.

t. The products are considered accepted (Commissioned and Operationalized) after signing the Acceptance Test Plan (ATP) document jointly by the representative from the Bank and representative of the bidder.

u. UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. UCO Bank has the right to re-issue tender/bid. UCO Bank reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. UCO Bank will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder.

Part –II

1. Scope of Work / Requirements

Oracle Database Enterprise Edition with Processor Based License 08 (Eight) nos. is required for Mobile Banking Application. One (01) no. of Oracle Standard Edition Socket based License for Mobile Banking UAT System. Besides this, 09 (nine) nos. of Oracle Standard Edition Socket based Licenses for DCMS Application and 02 (two) numbers of Oracle Standard Edition Socket based license are also required in Blade Servers for Oracle Real Application Cluster (RAC). However, Bank reserves the right to use these licenses in other applications as per the requirement.

In this regard, we are pleased to invite proposal for supply and installation of the following items:

Sl No	Description	Quantity
1	Processor based Oracle Enterprise Edition with one year Annual Technical Support.	8
2	Socket based Oracle database Standard Edition Licenses	12

Note: The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order to the L-1 bidder. The bidders need to quote the prices with one year ATS (Annual Technical Support).

2. Right to Alter Quantities

The software quantity mentioned above is only indicative. Bank shall finalise and order the required number of licenses at the time of placement of Purchase Order. Any decision of UCO Bank in this regard shall be final, conclusive and binding on the bidder. The bank reserves the right to place order for additional software licenses at the agreed priced during the contract period with the same terms and conditions.

3. Performance Bank Guarantee

The vendor, within 30 days from the date of purchase order will have to furnish a Performance Bank Guarantee, format as per Annexure - VII of the RFP, issued by any scheduled commercial bank equivalent to 10% of the TCO (Total Cost of Ownership) valid for 12 months plus a claim period of 3 months from the date of issuance of the purchase order. Upon furnishing the Performance Bank Guarantee, the EMD of the vendor shall be returned. The Performance Bank Guarantee shall act as a security deposit and either in case the vendor is unable to provide ATS within the stipulated time or upgrade the patches from time to time as and when required, the Bank reserves the

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

4. Schedule of Implementation

4.1 The Selected Bidder must deliver the licenses ordered **within one week** from the date of issuance of the Purchase Order.

4.2 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

4.3 Vendor shall ensure to lodge the order for ATS renewal with prime vendor Oracle well in time.

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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

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/622/2015-16   **Date: /07/2015**

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

Dear Sir,

Sub: Your RFP for "Processor Based License for Oracle Database Enterprise & Socket based Standard Edition" RFP Ref No. UCO/DIT/622/2015-16 Dated 16/07/2015

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 "**Processor based License for Oracle Database Enterprise Edition & Socket based Oracle Database Standard Edition**" 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 Processor Based Licenses for Oracle Database Enterprise & Socket based Standard Edition as per your purchase orders.

We will submit a Performance Guarantee for a sum equivalent to10% of the TCO (Total Cost of Ownership), valid for a period of 12 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 formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

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

We enclose the following Demand Drafts:

1. BG No. _____ dated for Rs.5,00,000/- (Rupees Five 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,
5th Floor, 3 & 4 DD Block,
Sector – I, Salt Lake, Kolkata – 700064

Dear Sirs,

In response to your invitation to respond to your RFP for Processor based License for Oracle Database Enterprise & Socket based Standard Edition, 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 Processor Based License for Oracle Database Enterprise & Socket based Standard Edition and to provide related services as listed in the RFP document.

Whereas the 'Vendor' has submitted the proposal in response to RFP, we, the _____ Bank having our Head office _____ hereby irrevocably guarantee an amount of ₹_____/- (Rupees _____ only) as bid security as required to be submitted by the 'Vendor' as a condition for participation in the said process of RFP.

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

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).

Professional Details of the Bidder

Bidder should submit authorization letter from Oracle in their letter head with their proposal that they are authorised to provide Oracle Database License and ATS services.

1. Details to be Furnished:

i) Name of the Company_____

ii) Number of Years in the field of delivering Oracle ATS Services_____

iii) Type of tie-up with Oracle India Pvt. Limited. _____

iv) Support document from Oracle for providing renewal of Oracle ATS services.

v) Vendor's Bank Account Details :

S.N.	Bank Name and Branch	Account Type / No.	MICR Code

2. Details of Oracle for Bank with following details :

i) Name of Account Manager proposed to be nominated for UCO Bank at Oracle Pvt. Ltd: _____

ii) Toll Free Number of Oracle for support related issues:_____

iii) FAX Number of Oracle for support related issues:_____

iv) E-mail ids of Oracle to send support related queries:_____

v) List of existing two customers to whom the vendor is providing similar support services with following details :

S.N.	Name of the customer	Address	Contact Person Name and Phone No.

vi) Any other related information, not mentioned above, which the vendor wish to furnish.

vii) Any Deviation from Terms & Conditions, which vendor wish to furnish.

Signature: _____

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

Eligibility Criteria Compliance

SI No	Clause	Documents required	Compliance (Yes/No)
A	The bidder should be a registered company in India as per Companies Act 1956 since last 3 years.	The Certificate of Incorporation issued by Registrar of Companies along with the copies of Memorandum and Articles of Association are required to be submitted along with the technical bid.	
B	The bidder should be a Certified OPN Gold Partner of Oracle and should have prior experience of executing similar orders in BFSI / PSU segments. The bidder should be duly authorized by Oracle to supply Oracle products.	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 should have posted net profit for at least one year in last three years (2011-12, 2012-13, 2013-14).	Copy of the audited balance sheet of the company showing profit of the company for the consecutive last three financial years should be submitted	
D	The bidder should have positive net-worth (capital + reserves – accumulated, if any) for the last three financial years (i.e. 2011-2012, 2012-2013, 2013-14)	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 a minimum yearly turnover of Rs. 50 Crores per year during last 3 financial years (i.e. 2011-2012, 2012-2013, 2013-14)	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three financial years should be submitted	
F	Any bidder, who is already debarred / blacklisted by any PSB for non-performance or any other reason as on date of submission of bids is not eligible to participate.	Self-declaration to that effect should be submitted on company letter Head.	

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 already submitted documents.

Techno Functional Compliance

SI No	Item	Specification	Compliance (Yes / No)	Remarks
1	Processor based License	8 Nos of Oracle Database Enterprise Edition with one year ATS		
2	Socket based License	12 Nos of Oracle Database Standard Edition with one year ATS		

Signature: _____

(In the Capacity of) _____

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

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Commercial Bid Template

(Amount in Rupees)

SI No	Description	Qty	Unit Price	Taxes on unit quantity (With %)	Total Price= Qty x (Unit Price+Taxes)
1	License Cost for Processor based Oracle Database Enterprise Edition	8			
2	License Cost for Socket based Oracle Database Standard Edition	12			
3	Total Cost of Ownership (TCO)				
	Total Cost of Ownership in Words				

यूको बैंक UCO BANK

Note:

1. *The L1 (lowest one) bidder will be determined based on the lowest cost quoted by the bidder i.e. Total Cost of Ownership (TCO).*
2. *The quoted prices given above are with one year ATS.*
3. *Bank will pay taxes ruling at the time of actual delivery of software / service / implementation and resultant billing.*
4. *TDS, if applicable will be deducted at source as per rules.*

Signature: _____

(In the Capacity of) _____

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

<u>**Proforma for Deed of Indemnity**</u>

This Deed of Indemnity executed at ……….. on the _____ day of _____ by M/s _____Name of the vendor_____ (hereinafter referred to as "the Obligor" which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

UCO Bank a body corporate constituted under the Banking Companies (Acquisition and transfer of undertakings) Act, 1970, having its Head Office at No. 10, BTM Sarani, Kolkata-700001(hereinafter referred to as "UCO Bank", which expression unless expressly excluded or repugnant to the context shall also include its successor, assigns, attorneys, agents, representatives, authorized officer and all and any such officer having the power and authority to represent the Bank)

WHEREAS

1. The Obligor has

   A. Offered to supply, install and maintain Processor based Oracle Database Enterprise Edition and Socket based Standard Edition. Agreed to install the upgrades from time to time and provide comprehensive technical support for the software used and workmanship by them in terms of the Agreement / Contract dated _____ and respective Purchase Orders issued from time to time during the warranty period of 12 months and during the post warranty period if required at the discretion of UCO BANK. (The installation and maintenance are herein after collectively referred to as "**Service/s**").

   B. Represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for Supply of Processor-Based Licenses for Oracle Database Enterprise Edition and Socket based Standard Edition.

   C. Represented and warranted that the aforesaid supply/services offered to UCO BANK do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of UCO BANK.

   D. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract/ Agreement with UCO BANK.

2. UCO BANK, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to getting supplied and installed Processor based License for Oracle Database Enterprise Edition and Socket based Standard Edition with specifications contained in it's Agreement/Contract dated _____ with the Obligor;

3. One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favour of UCO BANK indemnifying the latter against any claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to UCO BANK as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.

4. In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of UCO BANK as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

In consideration of UCO BANK having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Agreement/Contract, the Obligor do hereby agree and undertake that:-

1. The Obligor shall, at all times hereinafter, save and keep harmless and indemnified UCO BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against UCO BANK by whomsoever and all losses, damages, costs, charges and expenses that UCO BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.

2. The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.

3. The Obligor further agrees to provide complete documentation of all accessories/and other software, they are having. The Obligor shall also indemnify and keep indemnified UCO BANK against any levies/penalties/claims/demands,

litigations, suits, actions, judgments, in this regard.

4. If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.

5. The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO BANK or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.

6. The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to UCO BANK).

7. This indemnity shall survive the aforesaid Agreement.

8. Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.

9. This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Kolkata. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

10. UCO BANK may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of UCO BANK

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

 Signed and Delivered on behalf of   )

_____)

by the hand of _____)

_____, the authorized official of the Obligor)

Format of Performance Bank Guarantee (PBG)

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10, BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata - 700001 (hereinafter called ―UCO BANKǁ) 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 VENDORǁ) from the demand, under the terms and conditions of UCO BANK's purchase order / Letter of Intent bearing no. ….dated…………………. issued to the Vendor and an Agreement to be made between UCO BANK and the Vendor for a period of …………. . In pursuance of Request For Proposal no……………………..dated…………………………… , as modified, (hereinafter called ―the said Agreementǁ), of security deposit for the due fulfilment by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.…………………………… (Rupees……………………………………………. only).

   We,…………………………………..[Indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as ―the Bankǁ) at the request of …………………………….. [VENDOR] do hereby undertake to pay to UCO BANK an amount not exceeding Rs……………...against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.

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

3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

4. We, ……………………………………………… [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ……………………………..(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

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

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

7. We, …………………………………… [Indicate the name of Bank ISSUING THE GUARANEE] 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.

Manufacturer's Authorization Form (MAF)

To,   Date: xx/xx/2015

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

RFP Ref. No. UCO/DIT/622/2015-16 Dated 16/07/2015

Dear Sir/ Madam,

Oracle India Pvt Ltd., a subsidiary of Oracle Corporation, does hereby authorize M/s XXXXXXXXXX having office at XXX (partner address) ("Bidder"). Who is the vendor submitting its bid pursuant to the above mentioned tender reference issued by you, to submit a Bid and negotiate and conclude a contract with you for resale of the following programs:

Sl No	Specification	No. of Licenses
1	Processor based License Oracle Database Enterprise Edition	
2	Socket based License Oracle Database Standard Edition	

 Upon Oracle's acceptance of your order, you will have a non-exclusive, non-assignable, royalty free, perpetual, limited right to use the programs you ordered solely for your internal business operations and subject to the terms of the end user license agreement.

Notwithstanding anything mentioned in this certificate, we further confirm that Oracle provides technical support on its programs as per Oracle's technical support policy. You may access the current version of the technical support policies at http://oracle.com/contracts.

We hereby extend our warranty in accordance with our own standard program warranty, for the foregoing programs offered for the supply by the Bidder against the above mentioned Tender and duly authorize the Bidder to participate in delivery of the foregoing programs under the aegis of the Oracle Partner Network Full Use Distribution Agreement.

Yours faithfully,

(Authorised Signatory)   (Seal/Stamp)
For Oracle India Pvt Ltd