

Request for Proposal (RFP)
For
Implementation of Centralised Software for Official
Language (Hindi Rajbhasha)



Head Office-2
Department of Information Technology
5th Floor, 3 & 4 DD Block, Sector -1
Salt Lake, Kolkata-700 064

RFP REF NO: UCO/DIT/2730/2017 Date: 31/03/2017

Cost of the RFP document: - Rs. 10,000/- (Rupees Ten Thousand only)

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 Implementation of Centralised Software for Official Language (Hindi Rajbhasha). It should not be reused or copied or used either partially or fully in any form.

Disclaimer

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

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BID CONTROL SHEET

Tender Reference	UCO/DIT/2730/2017 Dated 31.03.2017
Cost of Tender documents	Rs. 10,000/- (Rupees Ten Thousand only)
Date of issue of RFP	31/03/2017
Earnest Money Deposit (EMD)	Rs. 1,00,000/- (Rupees One Lac Only)
Date of commencement of sale of tender document	31/03/2017
Last date for submitting queries for the Pre-bid Meeting	18:00 Hrs on 08/04/2017 [queries should be forwarded to hodit.calcutta@ucobank.co.in]
Pre-Bid meeting /Venue	10/04/2017 at 11:30 AM, Head Office-2 Department of Information Technology 5 th Floor, Conference Room, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064
Last Date and Time for receipts of tender bids	25/04/2017 at 3:00 PM
Opening of technical bids	25/04/2017 at 3:30 PM
Opening of Price Bid	Will be informed subsequently to technically qualified bidders.
Address of Communication	Head Office-2 Department of Information Technology 5 th Floor, 3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064
Email address	hodit.calcutta@ucobank.co.in / sanjay.prasad@ucobank.co.in
Contact Telephone/Fax Numbers	Tel : 033-4455 9775/58 Fax : 03344559063
Contact Person	Mr. Sanjay Kumar Prasad Chief Manager – IT
Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5 th Floor, 3 & 4, DD Block, Sector -1, Salt Lake, Kolkata-700 064.

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

Part –I

1. Introduction

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, and its Department of Information Technology at 3 & 4, DD Block, Sector-1, Salt Lake, Kolkata - 700064, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 3000 branches and more than 2700+ 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 in e-Lobbies across the country. The existing Cash Deposit kiosks, Cheque Deposit Machines and Self-Service Passbook Printing Kiosks are directly integrated with Bank's Core Banking System. The wide Area Network (WAN) of the bank are connected to 18 Network Aggregation Points (NAPs) based on geographically separate Data centres, with Online data replication capabilities.

2. Objectives

Bank has procured the Bilingual Software Linguify as an upgraded version of earlier Bilingual Script Magic software. The Linguify Software performs the bilingual printing of Passbook/Pass-sheet and screen translation of the Finacle web menu in Hindi with limitation. In this regard, UCO Bank has taken the initiative to start implementation of Centralised Software for Official Language (Hindi Rajbhasha).

The objective of this RFP is to make experienced Prime vendors with proven capabilities invited for Implementation of Centralised Software for Official Language (Hindi Rajbhasha) in India. The required software will be used to convert the bank documents (customer specific data or information into Hindi, take passbook statement, display of menu of CBS, and other applications like LAPS, GBM) into Hindi Rajbhasha as and when required. The Prime Vendor, if so required, may form a consortium with other vendors. However, the Prime Vendor will be the single point of contact for the bank and will be entirely responsible for the project including uptime and response time guarantee.

3. Eligibility Criteria

The eligibility criteria are mentioned below. Document in support of all eligibility criteria are required to be submitted. In order to ensure that, only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. The

bank gets the best amongst the solution providers and the successful vendor has a proven track record in the required area of expertise.

The bank may insist for additional information and documentary evidences or seek clarifications on the information provided and/ or be provided by the vendors.

Sl. No.	Eligibility Criteria	Proof of Documents to be Submitted
1.	The vendor must be a company incorporated in India and operating for 3 years as on the date of RFP.	Copy of Certificate of Incorporation and Certificate of commencement of Business (in case of Public Ltd Company) issued by the Registrar of Companies.
2.	The Annual turnover/ revenue of Vendor could not be less than Rs. 1 (One) Crore during the past 3 financial years (2013-14,2014-15, 2015-16)	Certified/Audited P & L and Balance Sheets for last 3 financial years (2013-14,2014-15,2015-16)
3.	The Vendor must have positive net worth during any 1 (one) of the last financial years (2013-14,2014-15, 2015-16)	Copy of certified / audited profit and loss statement and Balance sheet for any 1 (one) of the last financial years to be submitted as a proof by the vendor indicating the positive net worth of Vendor
4.	The vendor should have the experience of implementation of Centralised Software for Official Language (Hindi Rajbhasha) in a Scheduled Commercial Banks / RRBs / RBI / Central / State Govt. Department / PSUs in India.	Relevant Credential Letters on organization letterhead from the authorized personnel from client organization confirming that the deliveries of the services are in accordance with contracted terms and Purchase order. Certificate of existing status on client organization letterhead.
5.	The bidder should not have been blacklisted by any Govt. / Govt. Agency / PSUs Bank(s) / Financial Institutions in India in the past as on RFP submission date. An affidavit will be submitted by the Bidders that they are not the defaulters of any bank as on 31.03.2017 and their Borrowal	An undertaking to this effect must be submitted on company letter head duly signed & stamp. Affidavit of non-defaulter must be submitted.

	account, if any, with any Bank is a Standard Asset.	
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Note: - In this tender process, either the Indian agent on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM / OSD itself can bid but both cannot bid simultaneously. If an agent submits bid on behalf of the Principal OEM, the same agent shall not submit a bid on behalf of another Principal OEM / OSD in the same tender for the same item or product.

All responses to this request for the technical bid submission of the RFP must reach the above address on the mentioned date & time in the control sheet. Open responses received through E-mail/Fax will not be considered. UCO Bank will also not be responsible for misplacement of the Bid document in case of it is not properly super scribed with the words **“RFP for Implementation of Centralised Software for Official Language (Hindi Rajbhasha)”**.

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

Part –II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS

1. Invitation for Bids

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

2. Due Diligence

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

3. Tender Document & Fee

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of **Rs. 10,000 /- (Rupees Ten Thousand Only)** in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata.

The tender document may also be downloaded from the bank's official website www.ucobank.com. The bidder downloading the tender document from the website is required to submit a non-refundable fee of **Rs. 10,000 /- (Rupees Ten Thousand Only)** in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata, at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

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

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

4. Earnest Money Deposit

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

Particulars of Job to be undertaken	EMD
Implementation of Centralised Software for Official Language (Hindi Rajbhasha)	Rs. 1,00,000 /- (One Lac Only)

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 implementation process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of 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. The bidder violates any of the provisions of the terms and conditions of this tender specification.
- d. In case of the successful bidder, if the bidder fails:
 - To sign the contract in the form and manner to the satisfaction of UCO BANK.
 - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK within the stipulated time period.

The Bank details for Bank Guarantee (EMD) are as below:

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

5. Rejection of the Bid

The Bid is liable to be rejected if:

- a. In response to the RFP, if bid was submitted after the deadline of the bid submission date.
- b. The document does not bear signature of authorized person on each page signed and duly stamp.
- c. The Bidder has made / attempted to make misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- d. It is received through Telegram/Fax/E-mail.
- e. The Bidder fails to provide information or documentary evidence or clarifications related thereto, when sought.
- f. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- g. The Bank gets to know that the Bidder has hidden or suppressed the information which would have entitled the Bank to reject or disqualify the Bidder even though the Bidder has been qualified. The Bank reserves the right to reject the bidder at any time whenever such information becomes known.
- h. Bidder should comply with all the points mentioned in the RFP. Noncompliance of any point will lead to rejection of the bid.
- i. Any form of canvassing / lobbying / influence or attempt to influence in any manner the qualification or selection process / query regarding short listing, status etc. including without limitation, by offering bribes or other illegal gratification will be a disqualification.

Since the above set of instances are only illustrative, the Bank may disqualify any of the Bidders for any of the reasons set above or any other omission/deviation and commission of similar or other nature which may deviate from the contract / arrangement.

6. Pre Bid Meeting

The queries for the Pre-bid Meeting should be reached in writing or by email on or before the date mentioned in the Bid Control Sheet by e-mail to

hodit.calcutta@ucobank.co.in / sanjay.prasad@ucobank.co.in. It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard. The Pre-Bid Meeting date is mentioned in the control sheet.

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

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

7. Modification and Withdrawal of Bids

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

8. Information Provided

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

9. For Respondent Only

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

10. Confidentiality

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

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

11. Disclaimer

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

All the information contained in this document is stated only for the purpose expressed in the document. It is amply made clear that any indications given by the Bank about the future road-map or expansion plans are only broad indicators and are subject to change without any notice. There is no commitment or obligations, whatsoever on the part of the issuer of this document, or officials associated with it within the Bank, regarding the implementation of this or any future plans. Any assumptions made by Bidders, on the basis of information shared herein, will be at their own risk and responsibility.

12. Costs Borne by Respondents

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

13. No Legal Relationship

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

14. Errors and Omissions

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

15. Acceptance of Terms

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

16. RFP Response

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

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

17. RFP Response Validity Period

RFPs response will remain valid and open for evaluation according to their terms for a period of at least **6 months** from the time the RFP response submission process closes.

18. Notification

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

19. Language of Bids

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

20. Indemnity

The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder shall not exceed the total cost of the order value.

21. Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with

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

22. SUBMISSION OF OFFER – THREE BID SYSTEM

Separate Eligibility, Technical and Commercial Bids along with the soft copies duly sealed and superscribed as “Eligibility Bid”, “Technical Bid” and “Commercial Bid” respectively should be put in a single sealed outer cover duly sealed and superscribed as “Implementation of Centralised Software for Official Language (Hindi Rajbhasha) (Eligibility Bid)”, “Implementation of Centralised Software for Official Language (Hindi Rajbhasha) (Technical Bid)” and “Implementation of Centralised Software for Official Language (Hindi Rajbhasha) (Commercial Bid)” shall be submitted as per bid details given in the RFP.

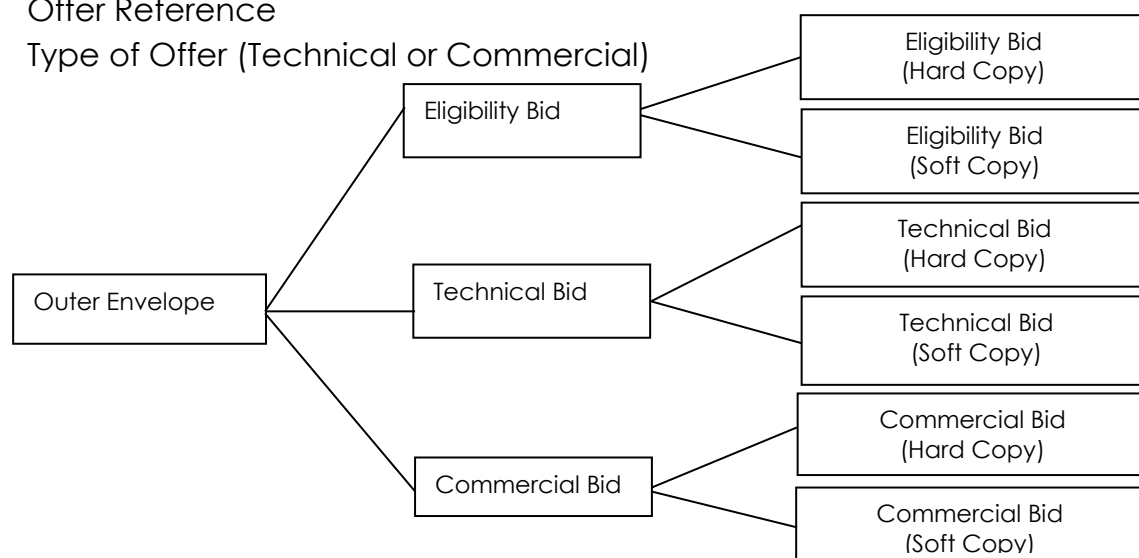
Sealed separate envelopes carrying Eligibility Bid, Technical Bid and Commercial Bid along with the soft copies should be kept in a single sealed outer cover duly sealed and super-scribed “Implementation of Centralised Software for Official Language (Hindi Rajbhasha)” as per the below mentioned diagram and as per bid details given in the RFP.

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

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

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

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



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

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

Note:

- If the outer cover / envelop are not sealed & superscribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.
- If any inner cover / envelop of a bid is found to contain both Eligibility/ Technical & Commercial Bids then that bid will be rejected summarily.
- If any outer envelope is found to contain only the technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
- The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders.
- Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

23. OTHER CONDITIONS

- a. The Bank at its sole discretion, reserves the right whether or not to respond to questions raised by bidders or provide written clarifications. No oral response to a clarification request shall be construed as amending this RFP document. Nothing in this section shall be taken or read as compelling or requiring the Bank to respond to any questions or to provide any clarifications. No extension of any deadline will be granted on the basis or grounds that the Bank has not responded to any question or provided any clarification.
- b. The Bidder should take overall responsibility for all the deliverables as part of this RFP response.

- c. The Bidder experience gained by doing sub-contracting work and/or by providing manpower will not be considered as valid experience.
- d. Only those bids where application fee and EMD is paid will be taken up for evaluation.
- e. By responding to this RFP, the bidder are stating unconditional acceptance to the terms and conditions as laid out by the Bank in the RFP and any addendum if issued later and agreeing to submit the bid in response to the detailed RFP to be released for the purpose of the SOLUTION.
- f. The selected Bidder should ensure due participation, support and physical involvement of the partners / OEMs during the implementation of the solution.
- g. **End of Sales/End of Support/End of Life:** The Bidder has to ensure that any implementation proposed as part of the RFP response will not have reached the End of sales/End of Support/End of life for at least 5 years post the date of the RFP Release. The Bidder has to provide supporting documents for the same as per ANNEXURE B: BIDDER DETAILS.
- h. Bank will notify the Respondents in writing about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected .Bank is not obliged to provide any reasons for any such acceptance or rejection.
- i. **Preliminary Scrutiny** -The Bank will scrutinize the RFP response to determine, whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in the Bidder's RFP response. This shall be binding on the entire Bidder's and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- j. **Erasures or Alterations** -The Bidder should avoid erasures or alterations in RFP response. However if there are such erasures or alterations in the response, such erasures or alterations should be properly authenticated by authorized person.
- k. During the process of evaluation the Bank at its discretion will seek clarifications whether necessary. And in all such cases the bidder shall submit its response within the time stipulated by the Bank .If the Bidder fails to submit their response within the time stipulated it will be deemed that Bidder has nothing to submit and the Bank shall proceed with the evaluation as the Bank deems fit as per the original response to the RFP Submitted.

24. Documents constituting the Bid

The response should be submitted in a structured format as per the checklist appended and it should be paginated. Each page of the application should be signed by person/s on behalf of the organization having necessary authorization / Power of Attorney to do so, duly affixing the company seal. Applications

containing false or inadequate information are liable for rejection. Copy of Power of Attorney or Authorization Letter from the company should be furnished along with the Bid.

- Bidder shall furnish the information in English as per the format in ANNEXURE A: Tender Offer forwarding Letter.
- The Sealed envelope containing the response to RFP along with the required documents shall be super scribed on the top of the envelope with "RFP for Implementation of Centralised Software for Official Language (Hindi Rajbhasha)". The RFP response should be deposited at the address and time / date mentioned under the control sheet.
- No offer can be modified or withdrawn by a bidder after submission of Bid/s.
- The Bank may modify the RFP by issuing addenda for any reason, at any time prior to final date to submission of response to RFP. Any addendum to RFP shall be part and parcel of original RFP document. The addenda shall be only uploaded in the Bank's website and the same will be binding on the bidders.
- During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all bidders/any of the bidders on the offer made by them. The request for such clarifications and the bidder's response will necessarily be in writing and it should be submitted within the time stipulated by the Bank. In the event of any of the bidders fails to submit the response for clarification sought within the time stipulated, their bid is liable to be rejected.
- The Bidder should demonstrate / present the proposed the present solution and also arrange for the visits to the sites where their solution has been implemented, if requested by the Bank. In cases where the sites are located abroad the bank may make enquiries based on the references furnished by the Bidder. Bidders should assist in conducting such enquiries.
- Bidders have to submit the softcopy of RFP in a CD, which is super scribed as "RFP for Implementation of Centralised Software for Official Language (Hindi Rajbhasha)". In case of any mismatch between the softcopy and hardcopy of the RFP response, the hardcopy of RFP response will be treated as valid response.
- The Bidder will be the single point of contact/reference to the Bank. The Bank will enter into agreement with the Selected Bidder only. However, the Bidder as well as other Partners/Associates/Consortium members/OEMs must confirm to the Bank that they are willing to enter into back to back agreement that is in conformity with the deliverables with other service/uptime commitments the Bidder makes to the Bank under the contract to be entered into. If requested the Selected Bidder must share a copy of the back to back agreement with Bank and the Bidder should submit an undertaking letter as per ANNEXURE A: Tender Offer Forwarding Letter supporting the same.

- The Bidder should furnish at least one comprehensive case study of the Implementation of Centralised Software for Official Language (Hindi Rajbhasha) deployed by them in an organisation giving the details of the complete system architecture (Max.5 Pages).
- Soft Copy of RFP response in a CD-R.
- A pre-Bid meeting of the intending bidders will be held at Head Office-II, Kolkata as per the control sheet to clarify any point/doubt raised by them in respect of this RFP. No separate communication will be sent for this meeting. All communications regarding points requiring clarifications and any doubts shall be given in writing to the Bank by the intending bidders as per the control sheet. The queries are to be submitted to the Bank through mail only. No interim enquiries will be entertained.

Interested Bidders with the Eligibility/ Technical bid must be made in an organized and structured manner conforming to the above requirements may respond by furnishing the following:

- a. Table of Contents (Index)
- b. Covering Letter Format as per ANNEXURE – A: COVERING LETTER FORMAT/ tender offer forwarding letter
- c. Bidder's Profile as per ANNEXURE – B: BIDDER/OEM DETAILS Along with all required documentary evidence for Confirmation of compatibility of the product/s proposed by the Partners/ Associates/Consortium members/OEMs.
- d. Compliance Sheet for the Technical Eligibility criteria as mentioned in the RFP and attach the proof of documents like audited balance sheet, PL account etc. for both the bidder as well as Partners / Associates / Consortium members / OEMs as per Annexure – C.
- e. Letter to the DGM (Annexure – D)
- f. Proforma for Performance Guarantee (Annexure - E)
- g. Format of Bank Guarantee (Annexure – F)
- h. Proforma for Deed of Indemnity (Annexure – G)
- i. Format of Pre-Bid Queries to be submitted by the Bidder(s) (Annexure – H)
- j. Masked Commercial Bid (Annexure – I)
- k. Undertaking by the Bidder (Annexure – J)
- l. Pre Contract Integrity Pact (Annexure – K)
- m. Non-Disclosure Agreement (Annexure – L)
- n. Copy of power of Attorney or Authorization letter from the company for the authorized signatory as per Annexure – M.

The Bidder should enclose a copy of the Masked Commercial Bid (as per the format provided in Annexure – I) without the prices (please put 'XXX' mark wherever prices are quoted) along with other bid documents for evaluation purpose.

Any Bid received by the Bank after deadline for submission of Bids prescribed, Will be rejected and returned unopened to the Bidder.

Part –III: BID OPENING AND EVALUATION CRITERIA

3. Evaluation Criteria

There would be a two (2) stage evaluation process.

The Stages are:

- I) Technical Evaluation
- II) Commercial Evaluation

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

The Eligibility would be evaluated first for the participating bidders. The bidders, who would qualify all Eligibility Criteria as mentioned in **Part I, Clause 3**, will be shortlisted for the Technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening.

The bidder with the lowest commercial quote called Total cost of ownership (TCO) will be declared as L1.

3.1. Evaluation Methodology

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution (Total Cost of Ownership) over a 5-year period that appropriately meets the requirements of the Bank identified in this RFP.

3.2. Technical evaluation process

In Technical evaluation process, the technical bid of only eligible bidders as per Eligibility Criteria in Part I, would be evaluated. The Technical evaluation will be done on the basis of comply chart provided by bidder as per Scope of work in Part IV. The Bidder should comply all points in scope of work in Part IV and Annexure – C.

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

3.3. Commercial evaluation process

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

Commercial Bids of bidders, who qualified in the technical evaluation stage, will be considered for participation in commercial Bidding. After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail. Detailed Criteria for evaluation of Commercial Bid is furnished in **Annexure “I”**.

Bank will finalize the L-1 vendor based on the TCO quoted by the bidder in **Annexure “I”**.

- a. The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
- b. In case there is a variation in value between numbers and words; the value mentioned in words would be considered.
- c. The Bidder needs to provide Unit costs for components and services; unit rates with applicable taxes would be considered for the TCO purposes.

In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

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

- Incremental bid submission in part of the requested clarification by the Bank.
- Revised submissions of the entire bid in the whole.

The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or

objection to the normalization process and all the technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

PART - IV

SCOPE OF WORK

4. SCOPE OF WORK

The scope of the work would cover for **RFP for Implementation of Centralised Software for Official Language (Hindi Rajbhasha)** for the offices/branches across the country for the contract period. The scope of the work would cover following areas:

1. The solution should provide the facility of passbook printing for all the deposit account types such as SB current, Recurring Deposit, etc., which should provide the facility of printing in Hindi.
2. There would be a facility of printing **DD/FDR/Cheque pay order** in Hindi.
3. Welcome letters sent to all customers are in Hindi.
4. Recovery letters would be in Hindi.
5. Account details for customers would be in Hindi.
6. By default, passbooks in 'क' region would be printed in Hindi.
7. Facility of generation of SMS in Hindi.

Application License:

Bank intends to purchase Rajbhasha Hindi application license software on Enterprise wide basis without any restriction, with unlimited no.of users i.e., without any limitation.

Note: Technical Presentation and site visit is mandatory for the RFP for Implementation of Centralised Software for Official Language (Hindi Rajbhasha). The schedule of Technical Presentation will be intimated later on. The document for RFP for Implementation of Centralised Software for Official Language (Hindi Rajbhasha) can be obtained from the Bank's website <https://www.ucobank.com>

PART-V

1. Order details

The purchase order will be placed **to the selected vendor by Head Office, DIT**. The payment will be made **by Head Office, DIT** and the Performance Bank Guarantee for order will be required to be submitted in the same office.

Bank's Regional Rural Banks i.e RRBs (Paschim Banga Gramin Bank & Bihar Gramin Bank) may also place order for within the contract period with the same cost. The payment for the same shall be made by respective RRBs. Selected bidder has to submit separate Bank Guarantee to respective RRBs based on the purchase order placed by respective RRBs.

2. Schedule of Implementation

The selected bidder to ensure **Implementation of Centralised Software for Official Language (Hindi Rajbhasha)** as per the following,

- a. Hardware Delivery: 6 weeks from the date of issuance of LOI/Purchase Order**
- b. Software Installation: 4 weeks from the delivery of hardware.**

3. Compliance with all Applicable Laws

The solution should ensure the compliance to the following official languages ACT of 1963 and Official Language Rule on 1976:

Sl. No	Details of Solution to Ensure as per	Compliance (Yes/No)
1	Official Language ACT on 1963	
2	Official Language Amendment on 1967	
3	Official Language Rule on 1976 and Presidential Order	

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

Compliance in obtaining approvals/permissions/licenses: The vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project and the Bank will give notice of any such claim or demand of liability within reasonable time to the vendor.

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

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

4. Performance Bank Guarantee

The Selected bidder, within 30 days from the date of purchase order/letter of intent will have to furnish a Performance Bank Guarantee, format as per **Annexure-“E”**, issued by any scheduled commercial bank equivalent to 10% of the project cost valid for **60 months(plus 3 months claim period)** from the date of purchase order. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.

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

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

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

5. Warranty

Any defect/deficiency noticed in the services supplied shall be reworked and/or replaced promptly by the successful bidder with defect-free components free-of-cost.

6. Payment Terms

Bidder will have to submit the documents at the Bank's Office along with request letter for payment. Documents related to each phase should be submitted for payment in single lot separately.

Terms of Payment will be as under:

- 1) No advance payment will be made.
- 2) TDS will be applicable

Payment will be released by the Bank after deduction of applicable taxes at source of the agreed payment to the bidder (for which contract will be executed) in stages on completion of the activities as per the phases defined in the scope of services under the RFP. No advance payment will be made. Further, it may be noted that the criteria mentioned above is only for the purpose of effecting agreed price payment.

Apart from the amount payable by the Bank to the selected bidder for the Scope of Work as given in the RFP (which is inclusive of all charges, taxes, etc.), the Bank shall not pay any extra taxes or amounts.

90% of the value of the payment with Taxes, will be paid after delivery and completion of successful installation & operational, on submission of proof of delivery and the acceptance certificate duly signed by Bank's authorized official & satisfactory service report from the Bank where the systems have been installed after realizing penalty charges for late delivery & installation, if any. The balance 10% of order value will be paid after 3 month successful running.

Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies viz. Sales tax, excise duty, custom duty, etc.

7. Liquidated Damage

Notwithstanding Bank's right to cancel the order, liquidated damages at 5% (Five percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total project cost. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the Vendor or from the performance Bank Guarantee. Liquidated damages will be calculated per week

basis. Dispatch details shall be shared by the vendor regularly after handing over the consignment to the concerned Courier Agency/Indian Postal services.

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

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

8. Force Majeure

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

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

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

9. Contract Period:

Period of the contract is Five years from the date of acceptance of the first Purchase Order/LOI. The commercials quoted by the bidders should be valid for a period of 1(One) year from the closing date of the bid or from the date of acceptance of the first Purchase Order/LOI. The requirement of the implementation of Centralised Software Language (Hindi Rajbhasha) respectively which is to be installed as and when order is placed by the Bank during entire contract period. Bank also reserves its right to issue the overall specified quantity and it will be binding upon the selected vendor to provide the services.

However Bank reserves the right to place an additional order or decrease the order in future with the bidder/s at the quoted price, terms and conditions during the contract period. Any decision of BANK in this regard shall be final, conclusive and binding on the bidder.

The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving One month notice without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection.

10. Service Level Agreement

The selected bidder will be required to sign the Service Level Agreement with the Bank within 15 days of the acceptance of the LOI and deposit Performance Bank Guarantee thereafter Bank shall place the Purchase Order with the selected vendor.

11. Completeness of the Project

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

12. Award of Contract

The bidder who qualifies in the technical evaluation will qualify for commercial evaluation. The bidder whose bid has been determined to be responsive and who quotes the lowest price will be treated as L1 Bidder based on the TCO value.

The vendor with lowest price will be considered as the selected vendor and will be awarded for the contract. Finally the orders will be given to that specific L1 vendor as a whole quantity (on total requirement basis) provided the bidders agree to abide by all the terms & conditions of the RFP. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder(s).

13. Order Cancellation

UCO BANK reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by UCO BANK under the following circumstances:-

- The selected bidder commits a breach of any of the terms and conditions of the bid.
- The bidder goes into liquidation, voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- If deductions of account of liquidated damages exceeds more than 10% of

the total contract price.

- In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected bidder.
- After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- UCO BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

14. Indemnity

Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. The selected Bidder is required to submit the Proforma for Deed of Indemnity as per **Annexure – G**. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the implementation or software or deliverables at all points of time, provided however, (i) the Bank notify the vendor in writing immediately on becoming aware of such claim, (ii) the Vendor has sole control of defense and all related settlement negotiations, (iii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is clarified that

the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation. Vendor shall be responsible for any loss of life, etc. due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc. as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions.

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

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

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

The vendor shall not indemnify the Bank for

- (i) Any loss of profits, revenue, contracts, or anticipated savings or
- (ii) Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and service providers of the Bank would be considered as a "direct" claim.

15. Publicity

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

16. Privacy & Security Safeguards

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

manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location.

17. Guarantees

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

18. Resolution of Disputes

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

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

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

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

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

transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

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

19. Exit Option and Contract Re-Negotiation

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

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

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

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

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

this scope document in relation to such procured implementation from third-party suppliers.

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

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

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

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the Selected Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

20. Corrupt and Fraudulent Practices

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

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

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

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

21. Termination

The Bank shall be entitled to terminate the agreement with the selected bidder at any time by giving ninety (90) days prior written notice to the selected bidder.

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

- The Selected bidder breaches its obligations under the scope document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice.
- The Selected bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved. The Selected bidder shall have right to terminate only in the event of winding up of the Bank.

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

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

22. Termination for Insolvency

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

23. Effect of termination

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

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

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

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

The Bank shall make such prorated payment for services rendered by the selected bidder and accepted by the Bank at the sole discretion of the Bank in the event of clause of termination, provided that the selected bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be applicable to selected Bidder. There shall be no termination compensation payable to the selected bidder.

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

24. Arbitration

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

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

25. Applicable law & Jurisdiction of court

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

26. Limitation of Liability

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

- a. IP Infringement indemnity.
- b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP.
- c. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order

27. Compliance

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

(Tender offer forwarding letter)

Tender Ref. No.: UCO/DIT/2730/2016-17

Date: 31/03/2017

**The Deputy General Manager
IT, BPR & BTD
UCO Bank, Head Office
Department of Information Technology
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Dear Sir,

Sub: Your RFP for Implementation of Centralised Software for Official Language (Hindi Rajbhasha) RFP Ref No. UCO/DIT/2730/2016-17 Dated 31/03/2017

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 to UCO Bank that intends to procure the implementation of Centralised Software for Official Language (Hindi Rajbhasha) and will be Providing Services within the given period as mentioned in the RFP document forming Eligibility, Technical and Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility, Technical and Commercial Bids by The Bank we undertake to the process of UCO Bank for Procurement of implementation of Centralised Software for Official Language (Hindi Rajbhasha) and Provide Services as per your purchase orders.

In the event of our selection by The Bank for procurement of the implementation of Centralised Software for Official Language (Hindi Rajbhasha), we will submit a Performance Guarantee for a sum equivalent to 10% of the order value to be valid for a period of Five years in favor of UCO BANK effective from the month of execution of Service Level Agreement or successful go live whichever is earlier.

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

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

The Partners/OEMs proposed by us are authorized partners/under contract. We will ensure due participation, support and physical involvement of our OEMs /Partners during the implementation of the SOLUTION, if applicable. We agree that unless expressly overridden by any specific agreement to be entered into in between the Bank and the Bidder, this RFP document shall be the governing document for arrangement between the Bank and the Bidder /OEMs in the interim.

We declare that we have neither entered into nor are party to (whether by conduct or by acquiescence) any restrictive trade practice or sub-contracting arrangement or collective arrangement with any other person or entity including the other Bidders for the Project, in connection with the preparation and/or submission of our responses. We undertake that, in competing for and, if we are selected, in executing the Project Agreements, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We declare that we have disclosed all material information, facts and circumstances to the Bank. We acknowledge and understand that in the event that the Bank discovers anything contrary to our above declarations; it is empowered to forthwith disqualify us from further participation in the process.

We confirm that we have presence in India and will support the **Implementation of Centralised Software for Official Language (Hindi Rajbhasha)** during the contract period. We also confirm that we are not ineligible/ blacklisted on any count including corrupt and fraudulent practices by the Government of India ("Gol")/ State governments/ Regulatory agencies. We accept all the Instructions and Terms and Conditions of the subject RFP.

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

We enclose the following Demand Drafts/Pay Orders:

1. DD No. _____ dated _____ for **Rs 10,000/- (Rupees Ten Thousand Only)** as Cost of RFP Document &
2. BG No. _____ dated _____ for **Rs 1,00,000/- (Rupees One Lac only)** as EMD.

Both DD and BG are issued in favour of **UCO BANK** by.....Bank ,..... Branch payable at Kolkata.

Dated this __ day of ____ 2017

Signature:

(Signature of the Authorized Signatory with date & seal)

Name:

Designation:

Organization Name:

(In the Capacity of) _____

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

BIDDER/OEM DETAILS**RFP Ref. No.: UCO/DIT/2730/2016-17****Date: 31/03/2017**

Sl. No.	Particulars	Details
1	Name of the Bidder/OEM	
2	Address of Head Office/Registered Office	
	Telephone number	
	Fax number	
	Email Address	
	Website address of the Company	
	Key person (s) with contact details	
3	Address of Registered Office in India	
	Telephone number	
	Fax number	
	Email Address	
	Website address of the Company	
	Key person (s) with contact details	
4	Authorized Official with Name, Designation, Contact Phone No/Mobile No / FAX No. etc. for the RFP	
5	Products/service proposed	
6	Number of years' experience in supply/implementation of the solution /service /product.	
7	Name of Proposed Product	
8	Key Functions/ Module Coverage of the Product	

We hereby confirm our adherence to the terms and conditions of the RFP for the products and services proposed against this RFP by the Bidder, and hereby undertake to meet the obligations as set out in the RFP in respect of such information, documents, implementation's and services proposed. Our products/implementation's proposed will not reach End of sales/end of Support/End of life for at least 5 years post the date of this RFP.

We also confirm that we have the necessary infrastructure and resources to support the **Implementation of Centralised Software for Official Language (Hindi Rajbhasha)** Project from Bank's site.

Signature of Bidder/OEM

(Signature of the Authorized Signatory with date & seal)

Name:

Designation:

Organization Name:

(In the Capacity of) _____

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

Eligibility Criteria

Sl. No.	Eligibility Criteria	Support Document Required.	Bidder's Compliance (Yes/No)
1.	The vendor must be a company incorporated in India and operating for 3 years as on the date of RFP.	Copy of Certificate of Incorporation and Certificate of commencement of Business (in case of Public Ltd Company) issued by the Registrar of Companies.	
2.	The Annual turnover/ revenue of Vendor could not be less than Rs. 1 (One) Crore during the past 3 financial years (2013-14,2014-15, 2015-16)	Certified/Audited P & L and Balance Sheets for last 3 financial years (2013-14,2014-15,2015-16)	
3.	The Vendor must have positive net worth during any 1 (one) of the last financial years (2013-14,2014-15, 2015-16)	Copy of certified / audited profit and loss statement and Balance sheet for any 1 (one) of the last financial years to be submitted as a proof by the vendor indicating the positive net worth of Vendor	
4.	The vendor should have the experience of implementation of Centralised Software for Official Language (Hindi Rajbhasha) in a Scheduled Commercial Banks / RRBs / RBI / Central / State Govt. Department / PSUs in India.	Relevant Credential Letters on organization letterhead from the authorized personnel from client organization confirming that the deliveries of the services are in accordance with contracted terms and Purchase order. Certificate of existing status on client organization letterhead.	
5.	The bidder should not have been blacklisted by any Govt. / Govt. Agency	An undertaking to this effect must be submitted on company letter head duly	

	/ PSUs Bank(s) / Financial Institutions in India in the past as on RFP submission date. An affidavit will be submitted by the Bidders that they are not the defaulters of any bank as on 31.03.2017 and their Borrowal account, if any, with any Bank is a Standard Asset.	signed & stamp. Affidavit of non-defaulter must be submitted.	
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**The Deputy General Manager
IT, BPR & BTD
UCO Bank, Head Office
Department of Information Technology
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Dear Sir,

Reg.: RFP Ref No. UCO/DIT/2730/2016-17

Date: 31/03/2017

We submit our Bid Document herewith.

We understand that

Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid.

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

Yours faithfully

For.....

(Signature and seal of authorized person)

Place:

Date:

RFP Ref. No.: UCO/DIT/2730/2016-17**Date: 31/03/2017****PROFORMA FOR PERFORMANCE GUARANTEE****(To be stamped in accordance with the stamp act)**

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt M/s (Name of the vendor Company) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the vendor company) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no.dated..... issued to the Vendor and an Agreement to be made between UCO Bank and the Vendor for a period of In pursuance of Request For Proposal no.....dated..... , as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees..... Only).

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

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

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

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

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

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

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

7. We [Indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed Rs.....
(Rupees.....) only.

ii) This Bank Guarantee shall be valid upto and

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(date of expiry of Guarantee including claim period).

8. Dated the day of for..... [indicate the name of Bank]

Yours' faithfully,

For and on behalf of

_____ Bank.

Authorised Official.

NOTE:

1. Selected vendor should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.

2. Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.

RFP Ref. No.: UCO/DIT/2730/2016-17

Date: 31/03/2017

Format of Bank Guarantee (EMD)

To,

**The Deputy General Manager
IT, BPR & BTD
UCO Bank, Head Office
Department of Information Technology
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Dear Sir,

In response to your invitation to respond to your RFP for Implementation of Centralised Software for Official Language (Hindi Rajbhasha), M/s _____ having their registered office at _____ hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for implementation of Centralised Software for Official Language (Hindi Rajbhasha) and to provide related services as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our Head Office _____ hereby irrevocably guarantee an amount of **Rs. 1 Lac (Rupees One Lac Only)** as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

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

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

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

and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed **Rs. 1.00 Lac only** (Rupees One Lac 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

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

RFP Ref. No.: UCO/DIT/2730/2016-17**Date: 31/03/2017****PROFORMA FOR DEED OF INDEMNITY**

This Deed of Indemnity executed at On the _____ day of _____ 2016 by M/s Name of the vendor (hereinafter referred to as "the Obligor" or "Vendor" 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 the Implementation of Centralised Software for Official Language (Hindi Rajbhasha) as prescribed in the Agreement / Contract dated _____ during the period of Five years from the date of acceptance of the purchase order / date of agreement issued by the Bank from time to time. The services offered by the Obligor would be herein after referred to as "**Supply/Services**".

B. 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 for getting services from the selected vendor.

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:-

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

Vendor shall be responsible for any loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk.

Vendor should take full responsibility for its and its employee's actions.

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

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

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 governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.

3. 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.

4. 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.

5. 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).

6. This indemnity shall survive the aforesaid Agreement.

7. 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.

8. 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.

9. 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)

RFP Ref. No.: UCO/DIT/2730/2016-17**Date: 31/03/2017****Format of Pre-Bid Queries to be submitted by the Bidder(s)**

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

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

RFP Ref. No.: UCO/DIT/2730/2016-17

Date: 31/03/2017

Masked Commercial Format

Sl. No.	Item Description	Unit Price In Rs. (a)	Applicable Taxes in (%age) and in Rs. (b)	Total Cost (c)=a+b
1.	Hardware Cost at DC with 3 years warranty			
2.	AMC cost for Hardware	4 th year		
		5 th Year		
3.	Any other, if required			
	Total Cost	XXXXXXXXXXXXXXXXXX		

Table-B

Sl. No.	Item Description	Unit Price In Rs. (a)	Applicable Taxes in (%age) and in Rs. (b)	Total Cost (c)= a+b
1.	Enterprise License Cost for Centralised software for Official Language with 5 years warranty			
2.	Implementation Cost for the Centralised software for OL			
3.	ATS Cost of Software	4 th year		
		5 th Year		
4.	Any other, if required			
	Total Cost	XXXXXXXXXXXXXXXXXX		

Table C

Total cost of ownership=total cost of table A+ total cost of table B (in figures)	
Total cost of ownership=total cost of table A+ total cost of table B (in words)	

Terms and Conditions

- In case there is a mismatch between the words and figures for TCO, the amount mentioned in words will be considered.
- Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
- L1 bidder would be determined based on the lowest Total Cost of Ownership quoted by the bidder as per Table C given above.
- The price quoted should be inclusive of all applicable taxes/cess (except Service Tax which will be paid by the Bank at actual) and will not change due to exchange fluctuations, inflation, market conditions, etc.
- The Bidder should quote considering requirements given in this RFP document and no additional payment for any application(s) / service(s) would be made.
- **Per year AMC cost cannot be quoted less than 5% of the original cost of implementation.**
- Bidder should strictly quote in the format as mentioned above.
- No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.
- Payment will be made on completion of job / project assigned.

Place:

Signature of Bidder: _____

Date:

Name: _____

Business Address: _____

RFP Ref. No.: UCO/DIT/2730/2016-17**Date: 31/03/2017****PRE CONTRACT INTEGRITY PACT****General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of....., 20__between, on one hand UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 {hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.....represented by Shri.....,..... (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is aDepartment performing its functions on behalf of UCO BANK.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit

or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the

BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding

process, bid evaluation, contracting and implementation of the contract.

- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last five years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of __ ;
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of Five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of UCO Bank, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the UCO Bank for a minimum period of Five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be-entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PS U and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties/The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/'Secretary in the Department/ within 8 to 10 weeks from the date of

reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic Situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

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

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at -----on-----.

BUYER

BIDDER

Name of the Officer

Authorised Signatory

Designation

Deptt

Witness

1.

2.

Witness

1.

2.

AUTHORIZATION LETTER FORMAT

(To be brought at the time of opening of Bids)

To

**Deputy General Manager,
IT, BPR & BTD
UCO Bank, Department of Information Technology,
Head Office, 3 & 4 DD Block,
5th Floor, Sector-1,
Salt Lake, Kolkata-700064**

Dear Sir,

SUB: Authorization Letter for attending the Bid Opening

RFP Ref. No.: UCO/DIT/2730/2016-17

Date: 31/03/2017

This has reference to your above RFP for **Implementation of Centralised Software for Official Language (Hindi Rajbhasha)** for UCO Bank.

Mr./Miss/Mrs.-----is hereby authorized to attend the bid opening of the above RFP NO: UCO/DIT/2730/2016-17 dated 31-03-2017 on _____ on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Signature of Attesting Authority