

Request for Proposal (RFP)
For
Implementation of Public Financial Management
System (PFMS)



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

RFP REF NO: UCO/DIT/471/2015-16 Date: 19/06/2015

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

This document is prepared by UCO Bank for Selection of Vendor for Implementation of Public Financial Management System (PFMS). It should not be reused or copied or used either partially or fully in any form.

Disclaimer

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



INTRODUCTION & OBJECTIVES

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

Central Plan Scheme Monitoring System (CPSMS) (Now **Public Financial Management System (PFMS)**) is a Central Sector Plan Scheme of Planning Commission being implemented by Controller General of Accounts to manage the funds being deployed to the States under various plan scheme of Government of India. The scheme envisage an interface between CPSMS and Core Banking Solution (CBS) with a view to achieving just-in-time transfer of funds to the implementing agencies in States/UTs as well as the capture of return flow of data on expenditure at the field level.

In the above backdrop, UCO BANK is now pleased to invite **Request for Proposal (RFP) for Implementation of Public Financial Management System (PFMS)** from the prospective bidders having **proven** past experience and competence in the field for providing end to end solution to cater to the requirement of PFMS as per the guidelines issued by CGA, GOI.

Contents

Sl No	Description	Pg No
Part – I		
1	Invitation for tender Bids	6
2	Submission of Bids: General Terms and Condition	7
3	Eligibility Criteria	8
4	Period of Validity of Bid	9
5	Earnest Money Deposit	9
6	Rejection of the Bid	10
7	Pre-Bid Queries / Clarifications	10
8	Performance Bank Guarantee	10
9	Modification and Withdrawal of Bids	10
10	For Respondent Only	11
11	Costs Borne by Respondents	11
12	RFP response	11
13	Liquidated Damage	11
14	Price	11
15	Payment Terms & Paying Authority	11
16	Warranty & ATS	12
17	Uptime	12
18	Order Cancellation (Termination)	12
19	Consequences of termination	13
20	Force Majeure	13
21	Dispute resolution mechanism	14
22	Penalty Clause	15
23	Indemnity	15
24	Period of Contract	16
25	Other Terms and Conditions of the RFP	16
Part – II		
1	Scope of Work / Requirements	20
Part – III		
1. BID OPENING AND EVALUATION CRITERIA		
1.1	Evaluation Methodology	23
1.2	Selection Methodology	24
Annexures		
1	Annexure – I	25
2	Annexure – II	26
3	Annexure – III	28
4	Annexure – IV	29
5	Annexure – V	30

6	Annexure – VI	32
7	Annexure – VII	33
8	Annexure – VIII	34
9	Annexure – IX	35
10	Annexure – X	37
11	Annexure – XI	38
12	Annexure – XII	39

यूको बैंक  UCO BANK

Part – I (General Details)

1. Invitation for Tender Bids

UCO Bank invites sealed tenders from eligible bidders for **Implementation of Public Financial Management System (PFMS)**.

The Bid details are given below:

Tender Reference	UCO/DIT/471/2015-16 dated 19/06/2015
Cost of Tender Document	Rs. 10,000/- (Rupees Ten Thousand only)
Date of issue of RFP	19/06/2015
Earnest Money Deposit (EMD)	Rs. 5,00,000/- (Rupees Five Lakhs only, in the form of BG only)
Date of commencement of sale of tender document	19/06/2015
Pre-Bid queries	On or before 29/06/2015
Last Date and Time for receipt of tender bids	21/07/2015 at 4:00 PM
Opening of Eligibility and Functional and Technical bids	21/07/2015 at 4:30 PM
Opening of Commercial Bid	Will be informed subsequently to technically qualified bidders.
Address of Communication	UCO BANK, Head Office – 2, Department of Information Technology, 7th Floor, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064.
Email address	hocbs.calcutta@ucobank.co.in
Contact Telephone / Fax Numbers	Tel : 033-44559758 / 45 Fax : 033-23345013
Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5th Floor, 3 & 4, DD Block, Sector -1, Salt Lake, Kolkata – 700 064.

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

UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. In case, the specified date of submission & opening of Bids is declared a holiday in West Bengal under NI Act, the bids will be received till the specified time on next working day and Eligibility / Technical Bid will be opened at specified time on that day.

Bids, once submitted, will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the target date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

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

2. Submission of Bids: General Terms and Conditions

Separate Technical and Commercial Bids duly sealed and super-scribed as "Technical bid" and "Commercial bid" (as per the format prescribed in Annexure – V and Annexure – VI) respectively should be put in a single sealed outer cover duly sealed and super-scribed "**Selection of vendor for Implementation of Public Financial Management System (PFMS)**" as per bid details given in the RFP. If the outer cover/envelope are not sealed & super scribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.

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

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

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

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

- 2.1 Any inner cover / envelope of a bid, if found to contain both technical & commercial bids, then that bid will be rejected.
- 2.2 Any outer envelope if found to contain only the technical or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- 2.3 If Commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above; this will constitute grounds for declaring the bid non-responsive.
- 2.4 The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
- 2.5 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 2.6 The Bank reserves the right to modify any terms, conditions or specifications for

submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders.

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

3. Eligibility Criteria

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

SI No	Clause	Documents required
A	The Bidder should be Registered Company in India as per Companies Act 1956 at least for the last 3 years as on RFP submission date.	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted.
B	The bidder submitting the offer should have positive net worth and should have registered annual turnover of minimum Rs 2 Crores per year during last 3 financial years i.e. 2011-2012, 2012-2013 and 2013-2014.	Copy of the audited balance sheet and profit and loss statement of the company showing net-worth and turnover of the company for the last three years i.e. 2011-2012, 2012-2013 and 2013-2014 should be submitted.
	Bidder should be a profit making company i.e. Profit after tax for at least any one of the last 3 financial years (2011-12, 2012-13, 2013-14).	Copy of the audited Balance Sheet showing profit of the company should be submitted.
C	The Public Financial Management System (PFMS) should have been implemented and running at least in one Scheduled Commercial Bank in India as on RFP submission date.	Certificate / letter from the Bank that PFMS Software has been implemented and running successfully in the Bank along with a copy of the original Purchase Order to be submitted.
D	(a)The Bidder should certify that the Software supplied is owned by the Bidder OR (b)Bidder is authorized by the Original Owner of the Software to use the same till the entire Project Period.	(a)Undertaking Letter from the Bidder certifying that the Software supplied is owned by them. OR (b)Solution Provider's (Original Owner of the Software) Authorization Letter as per Annexure – XII .
E	The bidder submitting the offer should have Service/Technical Support Infrastructure in India. Bidder shall ensure back to back availability of support from OEM / OSD (Original Solution Developer).	Letter from bidder and OEM / OSD to this effect with full address of service centers should be submitted.
F	Bidder should not have been debarred/black-listed by the Government / Government Agency / Banks / Financial Institutions in India.	Self-declaration this effect must be submitted in company letter head.

Note:-

Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the already submitted documents. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

4. Period of Validity of Bid

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

5. Earnest Money Deposit

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

Particulars of Job to be undertaken	EMD
Selection of vendor for Implementation of Public Financial Management System (PFMS)	Rs.5,00,000/-

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

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD of successful bidder(s) will be returned on submission of the Performance Bank Guarantee.

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

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

All Bidders would be required to submit an amount of Rs 5,00,000 (Rupees Five lacs only) as Bid Earnest Money in the form of BG favoring "UCO BANK " payable at Kolkata. This BG

should be submitted in a separate envelope super-scribed as "Earnest Money", along with the Technical bid. EMD of all unsuccessful bidders would be refunded after completion of the selection process. EMD of the successful bidders would be refunded after submission of the Performance Guarantee and signing the Service Level Agreement with the Bank. Bank Guarantee for EMD will be valid for 06 months.

However, in case, a successful bidder, after being offered to perform the job, does not commence operations within the stipulated period, the amount of EMD submitted by him / her shall be forfeited.

6. Rejection of the Bid

The Bid is liable to be rejected if:

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

7. Pre-Bid Queries / Clarifications

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bidders seeking clarifications may send their queries on or before the date mention in the control sheet through Letter / FAX or email. Queries raised by the prospective bidders and the Bank's response will be available at Bank's web site at least seven days prior to last date of bid submission.

8. Performance Bank Guarantee

The successful bidder(s) shall be required to provide a Bank Guarantee for 10% of the Total Cost of Ownership valid for the tenure of the contract, indemnifying any loss to the Bank. The bank guarantee shall be provided to an office specified by the bank within 30 days from the date of acceptance of work order. Bank has the right to invoke the BG for any non-compliance of the terms & conditions in terms of this RFP at any point of time.

9. Modification and Withdrawal of Bids

Bids, once submitted, will be treated as final and no modifications would be permitted. No correspondence in this regard will be entertained.

No Bidder shall be allowed to withdraw the bid after the deadline for submission of bids.

The successful Bidder will not be allowed to withdraw from or seek amendments to the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such Service Provider shall be deemed as foreclosed.

10. 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.

11. 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.

12. RFP response

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

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

13. Liquidated Damage



Any loss caused to the bank owing to non-performance of the service provider as per the SLA, or non-compliance of regulatory guidelines, will attract liquidated damages to the extent that the claim is made against the bank. The Bank reserves the right to recover this amount from any dues payable or accruable to the Service Provider in future in any form.

14. Price

The bidder shall keep the price valid for a period of **180 days** from the date of submission of bid. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.

15. Payment Terms & Paying Authority

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

Payment Terms:

40% - On UAT Sign Off

30% - On Go Live

30% - After 90 days of Go Live

Following Documents are to be submitted for Payment:

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

16. Warranty & ATS

The entire project for implementing Public Financial Management System (PFMS) solution shall carry a Free Comprehensive Onsite Warranty for a period of one year from date of Live Sign Off.

The Bidder should support for a minimum period of 4 years after Free Warranty Period of 1 year.

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

During Warranty and ATS period, the Selected Bidder shall provide On-site support.

Any customisation necessitated out of compliance requirement in pursuant to Government / RBI guidelines shall not be treated as enhancement and will be done without any further cost to the Bank as part of ATS obligations.

The Bidder warrants that the Public Financial Management System (PFMS) solution provided under the Contract shall have no defect arising from design, materials or workmanship and should have at least four (4) year licensed life support with the Bidder.

This Warranty shall remain valid for a minimum period of 12 (Twelve) months after the solution, has been delivered, installed, accepted and final sign off at the final destination as per Bank's requirement.

17. Uptime

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

18. Order Cancellation (Termination)

Bank reserves the right to terminate the Contract / Agreement after giving two-month due notice to the Service Provider during the tenure of the Contract for unsatisfactory services provided or violation of statutory guidelines by the Service Provider and may place the order to any other empanelled Service Provider.

In case of unsatisfactory services, the Service Provider shall be first served with a written warning with an advice to improve his services within a period 15 days. In case after this period of 15 days, the services continue to remain unsatisfactory, a termination notice may be served.

19. Consequences of Termination

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

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

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

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

20. Force Majeure

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

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
3. Terrorist attack, public unrest in work area

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

However, the Bidder shall not be responsible for delays or non-performance of any or all contractual obligations, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, Acts of God, Plague or other epidemics, fire , flood, obstructions of navigations by ice at port of dispatch, acts of government or public enemy or any other event beyond the control of either party, which directly, materially & adversely affect the performance of any or all such contractual obligations, provided that the bidder shall notify the Bank in writing of such causes within ten days from the occurrence of such a clause.

Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the contract as far as possible, and shall seek all means for performance of all the obligations, not prevented by the Force Majeure event.

21. Dispute Resolution Mechanism

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

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

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

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its

case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

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

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.

22. Penalty Clause

The penalties shall be levied in respect of following activities:-

- a. If Performance Security and ATS BG are not submitted within the stipulated period, penalty will be levied @ 0.5% of the Contract Value per week, subject to a maximum of 10% of the Contract Value.
- b. If the uptime is below 99%, the Bank shall have full right to levy penalty @ Rs. 5,000/- (Rupees Five Thousand Only) per day subject to maximum of 10 % of Contract Value. If the penalty reaches the maximum, Bank shall have the right to terminate the Contract with the Bidder without giving any notice. The right of termination shall be in addition to the penalty as mentioned above.

23. Indemnity

The Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, Intellectual Property Rights (IPR) etc. or such other statutory infringements in respect of Public Financial Management System (PFMS) Software.

Selected Bidder shall keep the Bank, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claim actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc. However, the Selected Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

The indemnification is only a remedy for the Bank. The Selected Bidder 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.

However, the Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

24. Period of Contract

The period of Contract shall initially be for a period of **5 years (1 year Warranty & 4 years' ATS)**. Bank also reserves its right to renew the ATS Contract after completion of ATS period at mutually agreed rates and terms & conditions between the Bank and the Selected Bidder.

25. Other Terms and Conditions of the RFP

- a. Signing of the bid: Successful Bidder(s) shall be required to enter into a Service Level Agreement (SLA) provided by Bank's H.O, BPR & LTD.

The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.

The bidder will also sign a Non-Disclosure Agreement with the Bank on a format prescribed by the Bank.

- b. Cost of preparation and submission of bid document: The bidder shall bear all costs for the preparation and submission of the bid. UCO BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- c. Erasures or Alterations: The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialled / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.
- d. Language of Bid: The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.
- e. Preliminary Scrutiny: UCO BANK will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required eligibility / technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.
- f. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with

regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.

- g. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.
- h. Clarification of Offers: To assist in the scrutiny, evaluation and comparison of offers/bids, UCO BANK may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder.
- i. Audit by Third Party: Bank at its discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank.
- j. Jurisdiction: The jurisdiction of the courts shall be Kolkata.
- k. Publicity: Any publicity by the bidder in which the name of UCO Bank is to be used should be done only with the explicit written permission of UCO Bank. The Vendor shall not make or allow making a public announcement or media release about any aspect of the Contract unless UCO BANK first gives the Vendor its prior written consent.
- l. Non-Transferable Offer: This Request for Proposal (RFP) is not transferable.
- m. Address Of Communication: Offers/bid should be addressed to the address given in page no: 6 (General Details).
- n. Confidentiality of the Bid Document: The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.
- o. "In a tender either the Indian Agent on behalf of the Principal/ OEM or Principal/ OEM itself can bid but cannot bid simultaneously for the same item/ product in the same tender. If an agent bid on behalf of the Principal/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM in the same tender for the same item/ product."
- p. Cancellation of tender process: Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason.

- q. Response of the Bid: The Bidder should comply all the terms and conditions of RFP.
- r. The products provided by the bidder for the proposed solution must be legally obtained. The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.
- s. The products are considered accepted (Commissioned and Operationalized) after signing the Acceptance Test Plan (ATP) document jointly by the representative from the Bank and representative of the bidder.
- t. UCO BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. UCO BANK has the right to re-issue tender/bid. UCO BANK reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. UCO BANK will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations once their offer/bid is rejected. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.
- u. Bidder should confirm that the Software Solution installed, License Count & License Type supplied to Bank is legally valid as per Licensing Policy.
- v. Bidder should confirm from time to time all information regarding expiry of validity of licenses in order to renew or revalidate the same. Along with this proposal, Bidder should provide the validity period of all such software licenses.
- w. Bank may install the software in multiple servers for the purpose of high availability / DRS implementation.
- x. The Bank shall have the right to withhold any payment due to the Selected Bidder, in case of delays or defaults on the part of the Selected Bidder. Such withholding of payment shall not amount to a default on the part of the Bank and the Bank will not be liable to pay any interest on such payments withheld by the Bank.
- y. Selected Bidder or its authorized agents or its employees shall provide full cooperation to other agencies working in the premises and shall follow the instruction of site in charge. No extra claims shall be entertained on account of any hindrance in work, the Selected Bidder need to provide prerequisites at the time of Bid submission.
- z. Selected Bidder shall not be entitled to any compensation for any loss suffered by it on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to it or in any sub-contract connected therewith or delays in awarding contracts for other trades of the Project or in commencement or completion of such works or for

any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof.

- aa. Selected Bidder shall strictly comply with the provision of safety codes relevant for the completion of all deliverables documented in this RFP.
- bb. No extra claim shall be entertained on account of all the redo of work on account of Selected Bidder's negligence and resulting into make good of the damages or damaged portions during executing the job. All such cost shall be borne by the Selected Bidder.



Part – II

1. Scope of Work / Requirements

The bidder would be required to implement Public Financial Management System (PFMS) Project with following broad functionalities:

- i. Account Validation
 - a. Quick Response with limited data.
 - b. Regular Response with all information.
- ii. Cheque Master Data.
- iii. Transaction Details Data.
- iv. Account History Data
- v. Cheque Return Information.
- vi. Bank Branch Information.
- vii. Change in Account Number Information.
- viii. Messages Summary Integration.
- ix. Data Regeneration Request.
- x. Expenditure Filing Active Account Information.
- xi. Expenditure Filing Data.
- xii. Acknowledgement for Expenditure Data Incorporating in CBS.
- xiii. Expenditure Data Paid at Bank.
- xiv. Payment – based on Print Payment Advise (PPA)
- xv. Digital Signature Based Payment.
- xvi. Integration with CBS using ISO messages.
- xvii. Integration with PFMS portal.
- xviii. Reporting and Monitoring application

This system needs to be integrated with Bank and Central PFMS for the following:

- Sharing and validating bank account details of implementing agencies
- Retrieval of history and issue of cheque numbers for validated accounts from banks to CPSMS application database
- Honour payments/Release of funds by banks to agencies based on authorization and cheque validation (where e-Payments are not involved)
- Retrieval of bank account transaction details for all agencies from banks into CPSMS application database
- Updating of Bank Branch Master Information from banks into CPSMS application database
- Complete the cycle of reconciliation of transaction data between bank and CPSMS and provide integrity checks
- Provide metadata for maintaining desired level of data quality and consistency
- Validation of beneficiaries and vendors account details and enable e-Payments
- Capture events and behavioural attributes of agencies as captured by the bank and use them for effective and efficient management of transactions related services
- Provide facility of auto reconciliation of transactions in banks and CPSMS conducted by the agencies and build resolution mechanism to avoid repetitive cycles

Note: The proposed solution should be in conformity with the Design Document of CPSMS-Bank Integration (Complete Document) latest version 2.2 or later. The selected vendor would be required to carry out necessary changes in the software application to meet the requirement of Bank / Controller General of Accounts (CGA) / Govt. Of India from time to time during entire contract period at no additional cost to Bank. Bank may enhance the functionalities / scope of work (mentioned above) at any point of time (if required) with mutual discussion with the selected vendor. Bidder has to quote the cost of perpetual licences in the name of the Bank to be used without any restrictions for no of users or transactions.

Facility Management:

The Facility Management Services should be available from 6:00 AM to 8:00 PM on all days for five years period post implementation. For providing Facility Management services, two technical resources to be provided and they will be responsible for providing support in resolving technical issues reported by the Bank / Branches / Offices / PFMS Authorities. The Broad scope of the FM personnel will be to monitor PFMS Application performance,

co-ordination with the vendor's back end team, regular upkeep of the application, to perform regular backups, application maintenance and database tuning, replication of data between DC and DR. All the activities handled by the FM personnel to be transmitted / imparted to Bank's internal team from time to time. The payment for the FM Personnel will be released on monthly basis in arrears. The performance of the FM Personnel will be reviewed on monthly basis. The FM personnel will be responsibility of the selected vendor in all respect. However, infrastructure such as sitting space, drinking water, telephone line, computer hardware and stationary will be provided by the Bank.

Hardware Sizing, Database and Operating System:

The bidder is required to suggest the Server Hardware, Operating System (OS), Database (DB) or any other device / equipment needed to run and support proposed PFMS Application to get the optimum application performance in handling PFMS related transactions. Bank will provide server hardware, OS and DB as per the requirement mentioned in the Bid.

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

Projection of the Transaction Volume:

The projected PFMS transaction volume in one year down the line is approx 3 Lac transaction per day. Thereafter the expected growth volume is approx 20% per annum, bidder to quote the commercials and size the hardware accordingly. Bidders may note that the projected number of PFMS transactions is indicative only, actual numbers of transactions may vary upwards.

Scope for Bank sponsored RRBs

The selected bidder may be required to extend the proposed PFMS application to Bank sponsored RRBs separately to meet their requirement as per the scope of this RFP. However, the cost of application would be negotiated by respective RRBs at their end. The required Hardware and Database will be provided by the respective RRBs.

Part – III

1. BID OPENING AND EVALUATION CRITERIA

- i. The Bank will open the bids, in presence of the representatives of Bidders who choose to attend, at the time and date mentioned under Bid Details on page no. 6 of the Bid Document.
- ii. The representatives of the Bidder(s) present during the process of opening of the bids shall sign the Bid Opening Register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for Bank, the bids shall be opened at the specified time and place on next working day.
- iii. In the first stage, only the TECHNICAL BIDs will be opened and evaluated.
- iv. The Bank at its discretion may call upon the Bidders to make a presentation regarding its systems and procedures employed towards execution of the services required by the Bank. In case called upon to make such a presentation, Bidders shall be given a minimum of three days' notice before they would be required to put up this presentation.

1.1 Evaluation Methodology

The evaluation will be a two-stage process –

Phase 1 – Eligibility / Technical Evaluation

Phase 2 – Commercial Evaluation

ELIGIBILITY / TECHNICAL EVALUATION

The technical bid will contain the required information called for from the bidder to the points mentioned under Annexure – V.

The Technical Bid shall not contain any pricing or commercial information at all.

In the first stage, only Technical Bids will be opened and evaluated. Only those Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed.

COMMERCIAL EVALUATION

Under the second stage, the COMMERCIAL BID of only those bidders, whose technical bids are responsive and qualify the technical evaluation, will be opened. The Bidder shall provide quotes as per the format at Annexure – VI. The Bidder must quote for all the Services mentioned above. The bid amount should be inclusive of all applicable taxes / license fee/ networking charges except service tax, which shall be paid by the Bank. The successful bidder(s) shall provide an undertaking that all statutory taxes etc. would be

duly paid, as applicable from time to time with regard to the services provided to the Bank.

It is also clarified that any payment made by the Bank to the bidder shall be subject to TDS as applicable from time to time.

1.2 Selection Methodology

The final selection of the bidder would be from amongst the bidders shortlisted after the technical evaluation, as per the L1 criteria arrived at based on the commercial bids submitted by them. Such selection would be based on the final cost (TCO) arrived at for a bidder.



Tender Offer Forwarding Letter

RFP Reference No.:

Date: xx/07/2015

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

Dear Sir,

Sub: Your RFP for “Implementation of Public Financial Management System (PFMS) Project”

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

In the event of acceptance of our Eligibility / Technical as well as Commercial Bids by the Bank, we undertake to implement PFMS Project as per your purchase orders.

We will submit a Performance Guarantee for a sum of **10% of TCO**, valid for a period of entire contract period i.e 60 Months plus claim period of 3 months.

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

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

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

The Demand Draft details are enclosed as follows:

1. DD No. ____ dated for Rs5,00,000/- (Rupees Five Lac only) / BG No. ____ dated ____ as EMD.
2. DD No. ____ dated for Rs10,000/- (Rupees Ten Thousand only) dated ____ as cost of RFP document.

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

Dated this ____ day of ____ 2015

Signature: _____

(In the Capacity of) _____

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

Format of Bank Guarantee (EMD)

RFP Reference No.:

Date: xx/07/2015

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

Dear Sir,

Sub: Your RFP for “Implementation of Public Financial Management System (PFMS) Project”

In response to your invitation to respond to your RFP for **Implementation of Public Financial Management System (PFMS) Project**, M/s xxxx having their registered office at _____(hereinafter called the 'Vendor') wish to respond to the said Request for Proposal (RFP) for self and other associated vendors and submit the proposal for Implementation of Public Financial Management System (PFMS) Project and to provide related services as listed in the RFP document.

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

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

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

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

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed ₹ _____ (Rupees _____ only).
2. This Bank guarantee will be valid upto ____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or

Date: 19-06-2015

यूको बैंक  **UCO BANK**

Page: 26 /39

before_____.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this day of at xxxx.

Yours faithfully,

For and on behalf of Bank's Authorised official

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

यूको बैंक  UCO BANK

Professional Details of the Bidder

Sl No	Information	Particulars / Responses
1	Name of the Company	
2	Constitution	
3	Head Office / Registered Office of the Company with complete postal address (es): Contact Person(s) Phone /Fax E-mail Website, if any	
4	Location with complete postal address of the Center from where the program will be managed for UCO. Contact Person(s) Contact details	
5	Whether the location as per point no. 5 above is owned by the bidder or is on lease / rent? Please provide documents.	
6	Whether the Bidder has PCI DSS Certification. If yes, please enclose copy of current certification.	
7	Whether the bidder has an ISO Certification or any other equivalent certification. If yes, please enclose copy of current certification	
8	Location with complete postal address of DR Site (if any) Contact Details Contact Person(s)	
9	Whether for the Bidder / any of its associates, have ever been cautioned / reprimanded / blacklisted or have had its contract revoked / terminated by any concern to which it was under contract, or by any regulatory or statutory body or RBI or the Indian Banks Association (IBA) etc.	

Note:

If at any point of time it is found that any of the information provided above is wrong / incorrect, the Bank reserves the right to terminate the contract immediately and also appropriate the amount under the EMD provided by the bidder.

Eligibility Criteria

SI No	Clause	Documents required	Compliance (Yes / No)
A	The Bidder should be Registered Company in India as per Companies Act 1956 at least for the last 3 years as on RFP submission date.	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted.	
B	The bidder submitting the offer should have positive net worth and should have registered annual turnover of minimum Rs 2 Crores per year during last 3 financial years i.e 2011-2012, 2012-2013 and 2013-2014.	Copy of the audited balance sheet and profit and loss statement of the company showing net-worth and turnover of the company for the last three years i.e. 2011-2012, 2012-2013 and 2013-2014 should be submitted.	
	Bidder should be a profit making company i.e Profit after tax for at least any one of the last 3 financial years (2011-12, 2012-13, 2013-14).	Copy of the audited Balance Sheet showing profit of the company should be submitted.	
C	The Public Financial Management System (PFMS) should have been implemented and running at least in one Scheduled Commercial Bank in India as on RFP submission date.	Certificate/ letter from the Bank that PFMS Software has been implemented and running successfully in the Bank along with a copy of the original Purchase Order to be submitted.	
D	(c) The Bidder should certify that the Software supplied is owned by the Bidder OR (d) Bidder is authorized by the Original Owner of the Software to use the same till the entire Project Period.	(c) Undertaking Letter from the Bidder certifying that the Software supplied is owned by them. OR (d) Solution Provider's (Original Owner of the Software) Authorization Letter as per Annexure – XII .	
E	The bidder submitting the offer should have Service/Technical Support Infrastructure in India. Bidder shall ensure back to back availability of support from OEM / OSD (Original Solution Developer).	Letter from bidder and OEM / OSD to this effect with full address of service centres should be submitted.	
F	Bidder should not have been debarred/black-listed by the Government / Government Agency / Banks / Financial Institutions in India.	Self-declaration this effect must be submitted in company letter head.	

Note:-

Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the already submitted documents. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

Technical Specifications

SI No	Feature	Compliance (Y/N)
1	Account Validation	
i	Quick Response with limited data	
ii	Regular Response with all information	
2	Cheque Master Data	
3	Transaction Details Data	
4	Account History Data	
5	Cheque Return Information	
6	Bank Branch Information	
7	Change in Account Number Information	
8	Messages Summary Integration	
9	Data Regeneration Request	
10	Expenditure Filing Active Account Information	
11	Expenditure Filing Data	
12	Acknowledgement for Expenditure Data Incorporating in CBS	
13	Expenditure Data Paid at Bank	
14	Payment – based on Print Payment Advise (PPA)	
15	Digital Signature Based Payment	
16	Integration with CBS using ISO messages	
17	Integration with PFMS portal	
18	Reporting and Monitoring application	
19	Sharing and validating bank account details of implementing agencies	
20	Retrieval of history and issue of cheque numbers for validated accounts from banks to CPSMS application database	
21	Honour payments/Release of funds by banks to agencies based on authorization and cheque validation (where e-Payments are not involved)	
22	Retrieval of bank account transaction details for all agencies from banks into CPSMS application database	

23	Updating of Bank Branch Master Information from banks into CPSMS application database	
24	Complete the cycle of reconciliation of transaction data between bank and CPSMS and provide integrity checks	
25	Provide metadata for maintaining desired level of data quality and consistency	
26	Validation of beneficiaries and vendors account details and enable e-Payments	
27	Capture events and behavioural attributes of agencies as captured by the bank and use them for effective and efficient management of transactions related services	
28	Provide facility of auto reconciliation of transactions in banks and CPSMS conducted by the agencies and build resolution mechanism to avoid repetitive cycles	
29	Provide Facility Management Services from 6:00 AM to 8:00 PM on all days for five years period post implementation	

यूको बैंक  UCO BANK

Commercial Bid

Sl No.	Particulars		Price exclusive of Tax (A)	Tax type with %	Total Tax Amount (B)	Total Cost Including Taxes C=AXB
1.	Licensed Application cost for DC and DR including one Year ATS					
2.	One time implementation cost including migration from existing system					
3.	Annual Maintenance cost / ATS (year wise breakup should be specified separately)	Year 2				
		Year 3				
		Year 4				
		Year 5				
4.	Facility Management charges for Five years after implementation	Year 1				
		Year 2				
		Year 3				
		Year 4				
		Year 5				
5.	Other Charges if any for the proposed solution (Please Specify)					
Total Cost of the solution (Amount quoted in Figures)						
Total Cost of the solution (Amount quoted in Words)						

- (A) The bidder has to submit the commercial bid only in the above format. Any other format would be summarily rejected at the time of opening the bid.
- (B) The price should be mentioned in Words also. In case of any difference between amount mentioned in words and number, the amount mentioned in words will prevail.
- (C) Cost of the landline calls relating to Call Center will be borne by the Bank on actual basis.

Date: _____

Place: _____

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company:

Letter of Indemnity to be given in Company's Letter Head

RFP Reference No.:

Date: xx/07/2015

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

Dear Sir,

Sub: Your RFP for "Implementation of Public Financial Management System (PFMS) Project"

We, _____ (Company) hereby undertake to indemnify UCO Bank (Bank) for any cost, loss, or consequences resulting from any loss or damage that the Bank may sustain on account of any violation of patents, IPR, trademark etc., by the Company in respect of equipments, components, software, etc. supplied under the above referred RFP. Further the Company shall fully indemnify the Bank against all losses claims, penalties, proceedings, costs, expenses, damages and for the consequences resulting thereto incurred/sustained as a result of any material breach by the Company.

Yours faithfully,

(Authorized signatory and company stamp)

Full name and Designation of authorized signatory

Date:

Place:

Authorisation Letter Format to submit the Bid Document

RFP Reference No.:

Date: xx/07/2015

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

Dear Sir,

SUB: Authorization Letter for submitting bid documents, participating in the On-line masked Bid / Reverse Auction for your RFP Ref. No. UCO/DIT/471/2015-16 dated 19/06/2015

This has reference to your above RFP for Implementation of Public Financial Management System (PFMS) Project, Mr./Mrs./Miss. _____ is hereby authorized to submit the bid documents, participating vide RFP Ref. No. UCO/DIT/471/2015-16 dated 19/06/2015 on _____ on behalf of our organization.

Xerox copy of Power of Attorney (P/A) of the person authorising such person is duly submitted.

He/ She is also authorised to participate in the process of submitting online bids, participate in technical bid opening process and to quote price for bids and take decisions on behalf of the company till RFP process is completed.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority Signature of Attesting Authority

Format of Performance Bank Guarantee (PBG)

RFP Reference No.:

Date: xx/07/2015

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 xxxx (Name of the vendor Company), a Company incorporated under the Companies Act, 1956 having its registered office at xxxx (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 fulfilment by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees..... only). We, [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as – the 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 made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.
4. We, [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before (Expiry of

claim period), we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) only.
 - b. This Bank Guarantee shall be valid upto and
 - c. 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.

Compliance Statement**RFP Reference No.:****Date: xx/07/2015**

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all annexure(s), addendum(s) and corrigendum(s).

We certify that the application software offered by us for this project conforms to the technical specifications/scope of work stipulated in the RFP form as per Annexure-V for Implementation of Public Financial Management System (PFMS) Project.

Signature and Seal of Bidder

यूको बैंक  UCO BANK

Non – Disclosure Agreement**RFP Reference No.:****Date: xx/07/ 2015**

We, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to offering the Public Fund Management System (PFMS) software to UCO Bank, having its head office at 10, BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata - 700001 (hereinafter called – UCO BANK) and WHEREAS, the COMPANY understands that the information regarding the PFMS provided by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK and WHEREAS, the COMPANY understands that in the course of submission of the offer for the said Management Solution and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank's properties and/or have access to certain plans, documents, approvals or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK's property/information The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK's written Authorisation to do so.

The COMPANY agrees that notes, specifications, designs, memoranda and other data shared by the BANK or prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK for the said Management Solution, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK.

The COMPANY shall not, without the BANK's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Authorised Signatory**Name:****Designation:****Office Seal:****Place:****Date:**

Solution Provider's Authorization Form**RFP Reference No.:****Date: xx/07/2015**

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

Dear Sir,

We, _____ who are established and reputed owner of _____ having registered office at _____ and _____ do hereby authorize M/s _____ (Name and address of the Subsidiary/ Division/certified agent/authorized agent/reseller/partner/Agent/Dealer) to offer their quotation, negotiate and conclude the Contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and performance assurance as per terms and conditions of the tender and the Contract for the PFMS Software Solution offered against this invitation for tender offer by the above firm.

Yours faithfully,

(Name)

For and on behalf of

M/s _____

(Name of Manufacturers)

Note: This letter of authority should be on the letterhead of the owner of the solution and should be signed by a competent person of the owner company.