

# Request for Proposal (RFP)

For

## Procurement of Oracle 11g Enterprise Database Licenses for mobile banking applications



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

**RFP REF NO: DIT/BPR & BTD/OA/553/2017-18 dated 22/02/2018**

**Cost of the RFP document:- Rs.20,000.00/- ( Rupees Twenty 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 and without any cost or compensation therefor.

This document is prepared by UCO Bank for Procurement of Oracle 11g Enterprise Database Licenses for mobile banking applications. 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 selected Bidder.

## **OBJECTIVES**

To promote the growth of digital payments, Bank has implemented various digital products like e-Banking, mobile banking, UPI, UCO PAY, USSD (UPI), mPassbook, BHIM.

In order to cater to hardware requirement of mobile banking and apps, as well as for new Projects/Applications, UCO Bank is in process of upgrading hardware for these Projects/applications both at DC and DR. Therefore database licenses needs to be procured.

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## 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+ Domestic Branches, four Overseas Branches two each at Singapore & Hong Kong Centres and 2500+ 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, cheque deposit and passbook printing. The existing Cash Deposit kiosks, Cheque Deposit Machines and Self-Service Passbook Printing Kiosks are directly integrated with Bank's Core Banking System.

### 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. Invitation for tender Bids

UCO Bank invites sealed tenders from experienced Vendors for Procurement of Oracle 11g Enterprise Database Licenses for mobile banking applications.

**The Bid details are given below:**



Bid Control Sheet	
Tender Reference	DIT/BPR & BTD/OA/553/2017-18 dated 22/02/2018
Cost of Tender documents	Rs.20,000/- (Twenty Thousand Only)
Date of issue of RFP	22/02/2018
Earnest Money Deposit (EMD)	Rs. 10,00,000/- (Ten Lacs only)
Date of commencement of sale of tender document	22/02/2018
Last date for submitting queries for the Pre-bid Meeting	28/02/2018
Pre-Bid meeting / Venue	02/03/2018 at 11:00 AM at Head Office-2 Department of Information Technology 5 <sup>th</sup> Floor, Conference Room, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064
Last Date and Time for receipts of tender bids	19/03/2018 at 3:00 PM
Opening of technical bids	19/03/2018 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 <sup>th</sup> Floor, 3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064
Email address	<a href="mailto:hodit.calcutta@ucobank.co.in">hodit.calcutta@ucobank.co.in</a>
Contact Telephone/Fax Numbers	Tel : 033 4455 9775/94/58 Fax : 03344559063
Contact Person	Mr. Sarwar Lal Chief Manager (IT)
Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5 <sup>th</sup> Floor, 3 & 4, DD Block, Sector -1, Salt Lake, Kolkata-700 064.

The bid documents should be strictly as per terms and conditions mentioned in this RFP.

#### 4. Submission of Bids: Three bid System

Separate Eligibility, Technical and Commercial Bids along with the soft copies duly sealed and super-scribed as "Procurement of Oracle 11g Enterprise Database Licenses for mobile banking applications (Eligibility Bid)", "Procurement of Oracle 11g Enterprise Database Licenses for mobile banking applications (Technical Bid)" and "Procurement of Oracle 11g Enterprise Database Licenses for mobile banking applications (Commercial Bid)" respectively should be put in a single sealed outer cover duly sealed and super-scribed as "Procurement of Oracle 11g Enterprise Database Licenses for mobile banking applications" 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 Control Sheet Table, on or before the date specified therein.

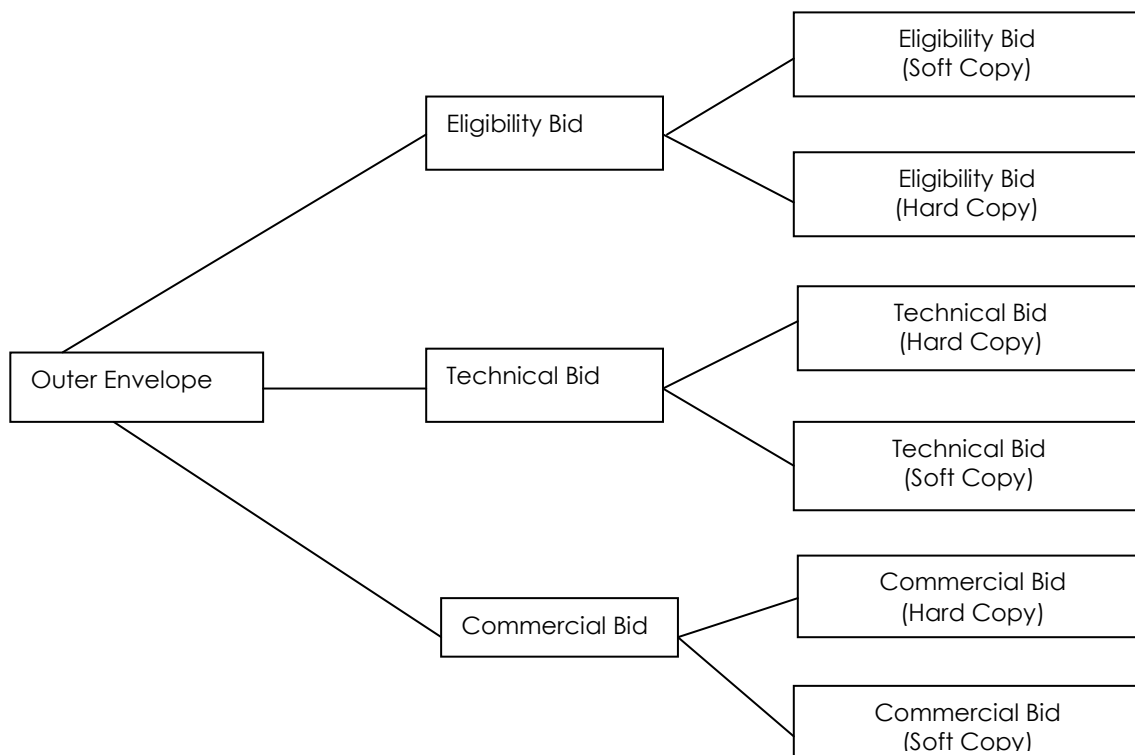
All envelopes must be super-scribed with the following information:

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

The Eligibility and Technical Offers 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 offers must not contain any price information. UCO BANK, at its sole discretion, may not evaluate Eligibility or Technical Offer in case of non-submission or partial submission of eligibility or technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder. **The Technical bid should have documentary proof in support of Eligibility Criteria and Annexures I,II,III,V,VI,VII,VIII,IX & IV (Masked price).**

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

All pages and documents in individual bids should be numbered as page no. – (Current Page No.) of page no – (Total Page No.) and should contain tender reference no. and Bank's Name.



**Note:**

- i. If the outer cover / envelop are not sealed & superscribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.
- ii. If any inner cover / envelop of a bid is found to contain both Eligibility/ Technical & Commercial Bids together then that bid will be rejected summarily.
- iii. If any outer envelope is found to contain only the eligibility bid or technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- iv. 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.
- v. 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.
- vi. 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.
- vii. Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

## 5. Period of Validity of Bid

Bid shall remain valid for 180 (One Hundred eighty) days after the date of bid opening prescribed by UCO BANK. UCO BANK holds the rights 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. The price should be valid for 180 days from date of opening of commercial bid.

## 6. Contract Period

The selected bidder needs to execute a **Service Level Agreement (SLA)** as per Format to be supplied by the Bank later on covering inter alia the terms and conditions of this RFP. SLA will cover performance and availability of the resources deployed.

**The contract period will be for a period of 1 year** effective from the date of delivery of the licenses unless terminated earlier by the Bank by serving 30 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. Further contract/licenses will be renewed at the discretion of the Bank.

Any offer falling short of the contract validity period is liable for rejection.

## 7. Cost of Tender Documents

A complete set of tender document should be downloaded from the Bank's official website <https://www.ucobank.com>. The bidder downloading the tender document from the website is required to submit a non-refundable fee, for an amount as mentioned in the Bid Control Sheet through NEFT mode on or before the date of submission of bid documents. The bidder has to provide Bank with UTR number generated after the NEFT, failing which the bid of the concerned bidder will be rejected.

Head Office-2  
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Salt Lake, Kolkata-700064

Phone no: 03344559775  
Fax no: 033-44559063  
E-Mail:  
[hodit.calcutta@ucobank.co.in](mailto:hodit.calcutta@ucobank.co.in)

During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria, the bid document is liable to be rejected. Also, if it is found that

the bidder has submitted false / incorrect information the bid will be rejected summarily and the Earnest Money Deposit will be forfeited by The Bank.

At the time of submission of bid documents, if the bidder is found not submitting the tender fee of the above-mentioned amount and in the aforesaid format, the bid will be rejected.

**The Bank details for Tender fee are as below:**

- ✓ Account Number -18700210000755
- ✓ Account Name - M/S H.O. DIT
- ✓ Branch- DD Block, Salt Lake branch
- ✓ IFSC Code - UCBA0001870
- ✓ MICR – 700028138

Bidder has to provide the above details with the tender document. Non-compliance of this may lead to the rejection of the bid submitted by the bidder.

BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right 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.

In case of bidders registered with NSIC, a valid NSIC Certificate clearly mentioning that they are registered with NSIC under Single Point Registration Scheme has to be submitted along with the Bid, then they are exempted from the submission of EMD and Tender Fee / Cost.

## **8. Earnest Money Deposit**

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 180 days together with a claim period of 30 days in favor of UCO Bank payable at Kolkata for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
Procurement of Oracle 11g Enterprise Database Licenses for mobile banking applications	Rs.10,00,000.00/-

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 without any interest thereon. The EMD of successful bidder(s) will be returned to them on submission of Performance Bank Guarantee (s) either at the time of or before the execution of Service Level Agreement (SLA). The scanned copy of the Bank Guarantee should be uploaded in the portal along with the bid documents.

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 selected bidder withdraws their tender before furnishing on unconditional and irrevocable Performance Bank Guarantee.
- d. The bidder violates any of the provisions of the terms and conditions of the tender specification.
- e. 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 either at the time of or before the execution of Service Level Agreement (SLA).

**Note:**

As per recommendations of GOI, Bank has decided to waive off EMD and Tender fee/Cost for NSIC registered MSME entrepreneurs.

We clarify that:

- a. Exemption from submission of EMD and Tender fee/Cost shall be given to bidders who are Micro, Small & Medium Enterprises (MSME) and are registered with National Small Scale Industrial Corporation Ltd (NSIC) under its "Single Point Registration Scheme". The bidder has to submit necessary document issued by NSIC to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC which are valid on last date of submission of the

tender documents. MSME firms who are in the process of obtaining NSIC registration will not be considered for EMD exemption.

- b. As per Government of India guidelines, there is a special provision for Micro & Small Enterprises owned by Scheduled Castes & Schedule Tribes. Out of 20% target of annual procurement from Micro & Small Enterprises, a sub-target of 20% (i.e., 4% out of above 20%) shall be earmarked for procurement from Micro & Small Enterprises owned by Scheduled Castes & Schedule Tribe entrepreneurs. Provided that, in the event of failure of such Micro & Small Enterprises to participate in the tender process or meet tender requirements and L1 price, 4% sub-target for procurement earmarked for procurement from Micro & Small Enterprises owned by Scheduled Castes & Schedule Tribe entrepreneurs shall be met from other Micro & Small Enterprises.

(It is clarified that necessary & valid documents should be submitted by the Micro & Small Enterprises and SC/ST Micro & Small Enterprises owners to avail the preference).

- c. Further, participating Micro & Small Enterprises bidders quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement if they agree to bring down their price to L1 price in a situation where L1 price is from some firm other than a Micro & Small Enterprise and such Micro & Small Enterprise shall be allowed to supply upto 20% of total tendered value. In case of more than one such Micro & Small Enterprises, the supply shall be shared proportionately.

Bids received without EMD for bidders not having valid NSIC registered documents for exemption will not be considered.

## **9. Pre Bid meeting**

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bank intends to hold a pre bid meeting on the date & time as indicated in the Bid Control Sheet above. The queries for the Pre-bid Meeting should reach us by email as mentioned in Bid Control Sheet mentioned above. It may be noted that no query of any bidder shall be entertained / received after the above mentioned date. Queries raised by the prospective bidders and the Bank's response will be available at Bank's web site.

Only authorised representatives of the bidders will be allowed to attend the Pre-bid meeting.

The format of pre-bid query submission is mentioned in **Annexure – VI**.

## **10. Liquidated Damage**

**Notwithstanding UCO Bank's** right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value.

UCO BANK reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by UCO BANK to the bidder. Liquidated damages will be calculated on per week basis.

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

## **11. Price**

- a. Unit rate quoted by the bidders should be exclusive of all costs, allowances, GST etc. applicable/payable.
- b. The bidder should mention all costs, allowances, GST etc. separately and firmly under the Tax
- c. The bidder shall keep the price valid for a period of **180 days** from the date of opening of the commercial bid. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.
- d. Prices quoted by the Bidder shall be in Indian Rupees and not subject to any price escalation, if the order is placed within the validity period.

## **12. Payment Terms**

- a. **100% of the license fee and 1<sup>st</sup> year ATS fee** along with GST will be paid upon delivery of the licenses and upon getting confirmation **from Oracle**, after realizing penalty charges for late delivery and / or late installation, if any. The claim for payment should contain invoices, proof of delivery & User Acceptance Report signed with date by an authorized official of UCO Bank at the respective sites.
- b. The Bidder must accept the payment terms proposed by the Bank. The commercial Bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment



due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

### **13. Paying Authority**

The payments as per the Payment Schedule covered hereinabove shall be paid by Department of Information Technology, UCO Bank, Head Office-II, Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory commissioning, live running and service report etc.

### **14. No Legal Relationship**

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

### **15. Errors and Omissions**

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

### **16. Acceptance of Terms**

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

### **17. 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. Bidders 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 Bidders 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 rights that may subsist in the submission or Banking documents.

## **18. 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.

## **19. 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.

## **20. 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 bidders, Bank shall be entitled to forfeit the EMD.

## **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. 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.

### **23. For Recipient Only**

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

### **24. Costs Borne by Bidder**

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 / Bidder.

### **25. Rejection of the Bid**

The Bid is liable to be rejected if:

- a. The document does not bear signature of authorized person on each page signed and duly stamp.
- b. It is received through Telegram/Fax/E-mail.
- c. It is received after expiry of the due date and time stipulated for Bid submission.
- d. 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.
- e. Bidder should comply with all the points mentioned in the RFP. Noncompliance of any point will lead to rejection of the bid.
- f. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

### **26. Indemnity:**

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.

The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.

All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.

Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank afterward) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.

## **27. 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.

## **28. Order Cancellation (Termination)**

UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 30 (thirty) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -

- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
- b) The selected bidder goes into liquidation, voluntarily or otherwise.
- c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- f) Deductions on account of liquidated damages exceed more than 10% of the total work order.
- g) In case, the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.
- h) 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 the contract is cancelled for any reason, whatsoever.
- i) 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 adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

## **29. Consequences of termination**

In the event of termination of the Contract due to any reason, whatsoever, [whether

consequent to the expiry of 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 steps to minimize loss resulting from the 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 and the Contract is not further extended 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 Letter 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.

### **30. 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 been 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 the above, provisions relating to indemnity, confidentiality, survive termination of the contract shall remain same.

### 31. **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.

The selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.
- **Conflict of interest:** The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor

or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

- The successful Bidder is required to execute a *Non Disclosure Agreement* to the bank as per bank's format before or at the time of execution of the Master Contract.

### **32. 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).

### **33. 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.

### **34. Dispute resolution mechanism**

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

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



In case the dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute/difference shall be submitted by either party for arbitration within 15 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 30 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with or arising out of the Contract/Service Level 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, rather shall continue to render the Service/s in accordance with the provisions of the Contract/ Service Level Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

### **35. Other Terms and Conditions of the RFP**

24.1 Signing of the bid: The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. A **Power of Attorney** (in a Non-judicial stamp paper stamped in accordance with the Stamp Law of the respective State) should be submitted indicating the authorised person for the entire tendering process. In the case of a body corporate, the bid shall be

signed by the duly authorized officers and supported by internal corporate authorizations.

- 24.2 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.
- 24.3 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 initialed / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- 24.4 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.
- 24.5 Non-Disclosure Agreement: The selected vendor is required to sign a Non-Disclosure Agreement with UCO Bank and the format of the Non-Disclosure Agreement will be provided by the Bank later.
- 24.6 Price Freezing: The price finalized shall remain valid during the period of the Contract.
- 24.7 Preliminary Scrutiny: UCO BANK will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.
- 24.8 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. In all the aforesaid matters, Bank's decision is final and conclusive.

- 24.9 The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement without assigning any reason, whatsoever and without any cost or compensation therefor.
- 24.10 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.
- 24.11 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.
- 24.12 Governing Laws & Jurisdiction of the Court: The provisions of this RFP and the Service Level Agreement to be executed shall be governed by the laws of India for the time being in force and the Rules made thereunder from time to time and all the dispute(s) or difference(s) arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts at KOLKATA.
- 24.13 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.
- 24.14 Non-Transferable Offer: This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.
- 24.15 Address of Communication: Offers/bid should be addressed to the address given in Bid Details-control sheet table in this RFP.

- 24.16 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.
- 24.17 If an agent bid on behalf of the Principal, the same agent shall not submit a bid on behalf of another Principal in the same tender for this project."
- 24.18 Cancellation of tender process: Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason and without any cost or compensation therefor.
- 24.19 Modification of Order : Bank reserves its rights to modify (i.e., addition and reduction) the Purchase/Work Order as per its requirement and the payment for such addition /reduction would be determined on pro rata basis or on mutual consent of the parties.
- 24.20 Response of the Bid: The Bidder should comply all the terms and conditions of RFP.
- 24.21 Bidder is required to comply with and adhere to all Laws, Rules, Regulations, Bye-Laws, Guidelines and Notifications etc. Any license, if required for providing the services, needs to be secured by the bidder. The bidder is solely responsible for any legal obligation related to this.
- 24.22 The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to acts of misconduct/ breach of confidentiality etc.
- 24.23 Price Discussion: It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 24.24 Non-Assignment: Neither the subject matter of the contract nor any right arising out of the contract shall be transferred, assigned or delegated to any third party by Vendor without prior written consent of the Bank.
- 24.25 The services to be availed from the selected bidder are on a principal to principal basis and do not create any employer- employee relationship. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Vendor, for any assignment under the purchase contract to be issued for this RFP. All

remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Vendor shall be paid by Vendor alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Vendor's employee, agents, contractors, and subcontractors, etc. The Vendor shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims, 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 Vendor would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

- 24.26 The Vendor is responsible for managing the activities of its personnel. The Vendor shall be vicariously liable for any acts, deeds or things done by their employees, which are outside the scope of power vested or instructions issued by the Bank.
- 24.27 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.
- 24.28 Merger & Acquisition: in case the company of the selected bidder merges or amalgamates with any other company, the said contract will stand still in case of either party.
- 24.29 Single Point Of Contact: The selected bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP. No subcontract is allowed for any of the services.

## PART – II

### 1. Eligibility Criteria for the bidder

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

Sl. No.	Clause	Documents required
A	The bidder should be a registered company in India as per Companies Act 1956 since last 3 years.	The Certificate of Incorporation issued by Registrar of Companies along with the copies of <b>Memorandum and Articles of Association</b> are required to be submitted along with the eligibility bid.
B	The bidder should be a <b>Certified OPN Gold Partner of Oracle</b> and have prior experience of executing similar orders in BFSI / PSU/ Renowned Corporate segments. The bidder should be duly authorized by Oracle to supply Oracle products.	A copy of the necessary Certification along with experience certificate / copy of Purchase Order (s) along with reference letter having executed the similar orders to be enclosed with the bid documents.
C	The bidder should have <b>positive net profit</b> for at least two years in last three consecutive financial years (2014-15, 2015-16 and 2016-17).	Copies of the audited balance sheets of the company showing profit of the company for the <b>two years out of last three consecutive financial years</b> (2014-15, 2015-16 and 2016-17) should be submitted.
D	The bidder should have positive net-worth (capital + reserves – accumulated, if any) for the last three financial years (i.e. 2014-15, 2015-16 and 2016-17)	Copies of the audited balance sheets of the company showing positive net-worth of the company for the <b>consecutive last three financial years</b> (2014-15, 2015-16 and 2016-17) should be submitted.
E	The bidder should have a <b>minimum turnover of Rs. 50 Crore per year during last 3 consecutive financial years</b> (2014-15,	Copies of the audited balance sheets of the company showing turnover of the company for the

	2015-16 and 2016-17).	<b>consecutive last three financial years</b> (2014-15, 2015-16 and 2016-17) should be submitted.
<b>F</b>	Bidder should have not been black listed by the Central / any of the State Governments or any Financial Institutions in India as on date of RFP submission.	Bidder has to submit a Declaration in the format as mentioned in the Annexure – VII.

**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.

**UCO BANK reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of UCO BANK in this regard shall be final. The Bidder needs to comply with all the eligibility criteria mentioned above. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation. Any credential detail not accompanied by relevant proof documents from the clients will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide. Any assumptions made by the Bidder's in response of this RFP will be their own risk and cost. The bank will not be liable for any such assumptions / representations made by the Bidder's. The bank's decision will be final.**

### **LIST OF DOCUMENTS FOR ELIGIBILITY PROOF**

- Hard copy of the credential letters from clients neatly bound and labeled.
- Provide details of organization along with all the key contacts including their work phone, cell phone, work address and e-mail details.
- Provide certificate of incorporation, GST Certificate, PAN, MSME Regn. (if applicable).
- Provide audited annual statement of accounts for the last 3 financial years i.e. 2014-15, 2015-16 & 2016-17 in support of the following :
  - Turnover and profit from products / services
  - Locations in which the company has offices.
  - Total number of employees and employees in India.
- Provide the necessary documentation in support for the Bidder of the following:
  - Corporate structure, founder, and related history of the company
  - Ownership structure
  - Number of years in this business and relevant business lines
- Credentials describing the bidding company's experience in providing the services, relevant to this request, as follows:
  - Name of the company / Bank
  - Year from which services being provided
  - Key client references which provide details such as name, address, e-mail address, phone no., fax no. and mobile no.

#### **Note:**

The first stage of evaluation will be validation of the eligibility criteria. Only those bidders that meet the eligibility criteria will be considered for further stages of evaluation viz. technical and commercial stages.

All the bidders participating in this RFP process should submit this RFP document signed and sealed by the authorised person as mentioned in the "Power of Attorney" document, non-submission of which may lead to rejection of the bid document submitted by the concerned bidders.

The bank reserves the right to disqualify bidders that do not submit sufficient proof of credentials in order to meet the specified eligibility criteria.



## PART – III

### 1. Scope of Work/Requirements

Bank is in need of Procurement of Oracle 11g Enterprise Edition Database Licenses, the details of which are tabulated as follows:

Sl. No	Name of Software	No. of License	License Type
1	Oracle 11g Enterprise Edition with 1 <sup>st</sup> year ATS	16	Core based

#### Note:

The quantity mentioned above is only indicative. Bank may procure additional licenses in future as per its requirement within the contract period at the price finalised.

Bank may keep an option to increase/decrease the projected quantity by  $\pm 25\%$  of the total indicative requirement mentioned as above.

### 2. Right to Alter Quantities

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

### 3. Schedule of Implementation

- The Selected Bidder must deliver the licenses ordered **within 2 weeks** from the date of issuance of the Purchase Order.
- The Bank reserves the right to shift the ordered items to any location where Bank has its presence or its technology partners are, anywhere in India

### 4. Penalty Charges

In case in the event of failure of bidder to provide updates of Oracle Enterprise Software or failure to provide support under the terms of this RFP, the Bank will be

entitled to **charge penalty** and such amount shall be recovered from the amount due to the vendor or realization from Bank guarantee as the case may be.

## 5. **Award of Contract**

The bidder who qualify in the eligibility and technical evaluation will qualify for the commercial evaluation. The bidder whose bids have been determined to be responsive and quote least price will be treated as L1 Bidder. Bank will award the contract to the L1 bidder.

## 6. **Selection of Bidder**

Technically qualified and eligible bidder with the lowest quote based on TCO as quoted in **Annexure – IV**, will be considered as the L1 bidder.

## PART – IV

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

#### **4.1 Evaluation Methodology**

The evaluation will be a three-stage process -

Phase 1 – Eligibility Evaluation

Phase 2 – Technical Evaluation

Phase 3 – Commercial Evaluation

##### **4.1.1 Eligibility Evaluation**

In first stage, the Bank will evaluate the eligibility responses to the RFP of bidder who are found eligible as per the eligibility criteria mentioned in the RFP.

##### **4.1.2 Technical Evaluation**

In the second stage i.e. in Technical Evaluation, the bidders will be shortlisted, based on bidder's responses.

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

The resources offered should meet all the technical specifications. **Non-compliance to any of the technical specification may attract rejection of the proposal.**

All bidders have to submit solution architecture/Implementation document in the technical bid and all eligible bidders will have to demonstrate a Technical presentation on the same.

##### **4.1.3 Commercial Evaluation**

Commercial Bids of bidders, who qualified in the eligibility and technical evaluation stages, 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.

(Tender offer forwarding letter)

**Tender Reference No.: DIT/BPR & BTD/OA/553/2017-18 dated 22/02/2018**

To  
The Deputy General Manager  
DIT, BPR & BTD  
UCO Bank, Head Office  
5<sup>th</sup> Floor, 3&4, DD Block, Sector-I  
Salt Lake, Kolkata -700064

Dear Sir,

**Sub: Your RFP for “Procurement of Oracle 11g Enterprise Database Licenses for mobile banking applications”**

**RFP Ref. No. DIT/BPR & BTD/OA/553/2017-18 dated 22/02/2018**

With reference to the above RFP, having examined and understood the instructions for all annexures, terms and conditions forming part of the Bid, we hereby enclose our offer for **Procurement of Oracle 11g Enterprise Database Licenses for mobile banking applications** mentioned in the RFP document forming Eligibility and Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility and Technical as well as Commercial Bids by the bank we undertake to be selected as successful bidder for **Procurement of Oracle 11g Enterprise Database Licenses for mobile banking applications** as per your purchase orders/ Agreement.

In the event of our selection by the bank for **Procurement of Oracle 11g Enterprise Database Licenses for mobile banking applications**, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period valid for the tenure of the contract period plus a claim period of 3 (three) months, indemnifying any loss to the Bank, and the Performance Bank guarantee will be effective from the date of execution of the Agreement in favour of UCO Bank.

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

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us. We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive.

We enclose the following Bank Guarantee:

1. BG No. \_\_\_\_\_ dated \_\_\_\_\_ as EMD of **Rs. 10,00,000.00/- (Rupees Ten Lacs only)** .

The BG should be issued in favour of UCO Bank by .....  
Bank, \_\_\_\_\_ Branch payable at Kolkata.

Dated this \_\_day of \_\_\_\_2018

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

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

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

**Bank guarantee (EMD/Security Deposit Format)**

To

**The Deputy General Manager  
DIT, BPR & BTD  
UCO Bank, Head Office  
5<sup>th</sup> Floor, 3&4, DD Block, Sector-I  
Salt Lake, Kolkata -700064**

Dear Sir(s),

**Sub: Procurement of Oracle 11g Enterprise Database Licenses for mobile banking applications**

**RFP Ref No:- DIT/BPR & BTD/OA/553/2017-18 dated 22/02/2018**

In response to your **Request for Proposal (RFP)** for **Procurement of Oracle 11g Enterprise Database Licenses for mobile banking applications**, M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ (hereinafter called the 'Vendor') wish to respond to the said Request for Proposal (RFP) for self and other associated vendors and submit the proposal for **Procurement of Oracle 11g Enterprise Database Licenses for mobile banking applications** 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 Rs..... (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 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 either at the time of or before the execution of Service Level Agreement (SLA).

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

Notwithstanding anything contained herein:

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

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

**Checklist of documents for Eligibility Criteria**

Sl. No.	Clause	Documents required
A	The bidder should be a registered company in India as per Companies Act 1956 since last 3 years.	The Certificate of Incorporation issued by Registrar of Companies along with the copies of <b>Memorandum and Articles of Association</b> are required to be submitted along with the eligibility bid.
B	The bidder should be a <b>Certified OPN Gold Partner of Oracle</b> and have prior experience of executing similar orders in BFSI / PSU/ Renowned Corporate segments. The bidder should be duly authorized by Oracle to supply Oracle products.	A copy of the necessary Certification along with experience certificate / copy of Purchase Order (s) along with reference letter having executed the similar orders to be enclosed with the bid documents.
C	The bidder should have <b>positive net profit</b> for at least two years in last three consecutive financial years (2014-15, 2015-16 and 2016-17).	Copies of the audited balance sheets of the company showing profit of the company for the <b>two years out of last three consecutive financial years</b> (2014-15, 2015-16 and 2016-17) should be submitted.
D	The bidder should have positive net-worth (capital + reserves – accumulated, if any) for the last three financial years (i.e. 2014-15, 2015-16 and 2016-17)	Copies of the audited balance sheets of the company showing positive net-worth of the company for the <b>consecutive last three financial years</b> (2014-15, 2015-16 and 2016-17) should be submitted.
E	The bidder should have a <b>minimum turnover of Rs. 50 Crore per year during last 3 consecutive financial years</b> (2014-15, 2015-16 and 2016-17).	Copies of the audited balance sheets of the company showing turnover of the company for the <b>consecutive last three financial years</b> (2014-15, 2015-16 and 2016-17) should be submitted.



<b>F</b>	Bidder should have not been black listed by the Central / any of the State Governments or any Financial Institutions in India as on date of RFP submission.	Bidder has to submit a Declaration in the format as mentioned in the Annexure – VII.
<b>Note:-</b> 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.		

**Place:**

**Date:**

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

**Name:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Commercial Bid Format****(Include in Price Bid Only – Not to be included in Technical Bid)****(Amount in Rs.)**

Sl. No.	Description	Qty (A)	Unit Price (B)	GST %	GST Tax amount (C)	Total Price= Ax(B+C)
1	Oracle 11g Enterprise Edition	16				
2	1 <sup>st</sup> Year ATS Cost	16				
3	2 <sup>nd</sup> Year ATS Cost ( End Date 31/12/2019)	16				
3	Total Cost of Ownership (TCO), (In Figures)					
4	Total Cost of Ownership in Words					

**Place:****Date:****Signature of Bidder:**\_\_\_\_\_**Name:** \_\_\_\_\_**Business Address:**\_\_\_\_\_**Note:**

1. L1 bidder will be selected based on the lowest Total Cost of Ownership (TCO) mentioned in the above table.
2. In case of any discrepancy between figures & words, the amount in words shall prevail.
3. Unit price quoted by the bidders should be exclusive of all taxes, costs, allowances, GST, levies etc. applicable/payable.
4. The bidder should mention all taxes, costs, allowances, GST, levies etc. separately and firmly under the GST on unit quantity (with %).
5. Bidders should strictly quote in the format and for periods as mentioned above.
6. **No counter condition/assumption in response to commercial bid will be accepted. Such bids are liable for rejection.**
7. Bank, at its own discretion and as per its own requirement, may ask for revised commercial bid for any circumstances that may appear during the period of contract.

**PRE-CONTRACT INTEGRITY PACT****(to be stamped as per the Stamp Law of the respective State)**

## General

This 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 a .....Department 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 three 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 the bid documents, 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 Guarantee in favour of \_\_\_\_\_ ;
- (ii) A confirmed guarantee by an Indian Nationalised Bank (other than UCO Bank), promising payment of the guaranteed sum to the BUYER on demand of UCO Bank within the time mentioned by UCO Bank 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 180 days together with a claim period of 30 days.

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 utilized 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 PSU 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 upto 5 years or the complete execution of the contract to the satisfaction of both the

BUYER and the BIDDER/Seller, 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

Name of the Officer

Authorised Signatory

Authorised Signatory

Designation

Designation

Deptt

Deptt

Witness

Witness

1.

1.

2.

2.

**Format of Pre-Bid Queries to be submitted by the Bidder(s)**

Name of the Bidder Company:

Name of the Authorised Person of the Bidder (to whom Bank may contact):

Contact Number of the Authorised Person:

Email id of the Authorised Person:

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

**Undertaking by the Bidder for Non-Blacklisting / Non-Debarment of the bidder**

To

**The Deputy General Manager  
DIT, BPR & BTB  
UCO Bank, Head Office  
5<sup>th</sup> Floor, 3&4, DD Block, Sector-I  
Salt Lake, Kolkata -700064**

Dear Sir(s),

**Sub: Procurement of Oracle 11g Enterprise Database Licenses for mobile banking applications**

**RFP Ref No:- DIT/BPR & BTB/OA/553/2017-18 dated 22/02/2018**

- a) We, M/s \_\_\_\_\_, the undersigned, hereby confirm that we have read and understood the eligibility criteria and fulfill the same.
- b) We further confirm that all the information as per requirement of the Bank have been included in our bid.
- c) Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- d) We have not been blacklisted by any Nationalised Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- e) We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.
- f) We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for a period of 1 year from the date of issuance of the Purchase Order. 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.
- g) (Deviation to the above if any, the Bidder must provide details of such action(s))
  - (1)
  - (2)

**(Signature & the capacity of the person duly authorized to sign the bid for and on behalf of)**

**DECLARATION-CUM-UNDERTAKING**

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

To

**The Deputy General Manager**

**DIT, BPR & BTD**

**UCO Bank, Head Office**

**5<sup>th</sup> Floor, 3&4, DD Block, Sector-I**

**Salt Lake, Kolkata -700064**

**Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements**

In consideration of UCO Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the RFP including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ .

Place:

**For M/s. ....**

.....

**[Seal and Signature(s) of the Authorised Signatory (s)]**

**Undertaking Letter to the Bank on the vendor's letterhead**

To  
The Deputy General Manager (DIT, BPR & BTB),  
UCO Bank,  
Department of Information Technology,  
Head Office – II,  
3 & 4 DD Block, Sector -1  
Salt Lake, Kolkata – 700064.

Sir,

**Sub: Procurement of Oracle 11g Enterprise Database Licenses for mobile banking applications**

**RFP Ref No:- DIT/BPR & BTB/OA/553/2017-18 dated 22/02/2018**

Further to our proposal dated ....., in response to the Request for Proposal (Bank's tender No. .... hereinafter referred to as "RFP") issued by UCO Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory  
Designation  
Bidder's corporate name