



UCO BANK

**Head Office
Retail Department
2nd Floor
10, B T M Sarani
Kolkata-700 001**

Request for Proposal (RFP)

for

**Appointment of Consultant for Branch
Transformation Services**

For UCO BANK

**Bid Ref No : 1
Date : 06/08/2010**

Cost of the bid document:- Rs.5000/- (Five thousand only)

OBJECTIVES

UCO BANK a leading Public Sector Bank intends to appoint a consultant in planning strategy, branch process re-engineering, branch workflow rationalization, centralization of account opening and clearing (inward/ Outward/ OBC/ IBC/ ECS/NECS/ CTS, wherever applicable, setting up of CITY/REGIONAL/NATIONAL BACK OFFICE, Centralization of Trade Finance ,branch organizational restructuring and setting up and project managing the implementation for identified branches through an open bidding process for the entire project of branch transformation of 500 branches.

This RFP seeks to select a branch transformation consultant who has the ability and experience of providing consultancy services for assisting Bank in project management and roll out of branch transformation in Indian Public Sector Banks.

Confidentiality:

This bid document is meant for the exclusive purpose of bidding as per the terms and condition and scope of consultancy indicated. It shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

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1 Invitation for -Bids :

UCO Bank invites sealed bids (technical bid and Price bid) for selection of a consultant to assist the bank in planning strategy, branch process re-engineering, branch workflow rationalization, centralization of account opening and clearing(Inward/Outward/OBC/IBC/ECS/NECS/CTS, wherever applicable, setting up of CITY/REGIONAL/NATIONAL BACK OFFICE, Centralization of Trade Finance ,branch organizational restructuring and setting up and assist in project managing the identified branches.

The copy of bid document may be obtained from UCO BANK, Retail Department , Branch Transformation Project ,Head Office ,2nd floor,10 B.T.M. Sarani, Kolkata on all working days in person. Also the bid document may be downloaded from our website www.ucobank.com. The bidders downloading the bid document from Bank's website www.ucobank.com must pay the cost of the bid document, in a separate cover, at the time of submission of the bids.

The details are given below:

Bid Reference	
Cost of Bid documents	Rs 5,000 /-
Date of issue of RFP	06/08/2010
Earnest Money Deposit (EMD)	Rs 5,00,000/- (DD/pay order)
Date of commencement of sale of bid document	06/08/2010
Pre-Bid meeting /Venue	19 /08/2010 at 3.00 pm at below mentioned address
Last Date and Time for receipts of bids	03/09/2010 at 4.00 pm
Opening of technical bids	03/09/2010 at 4.30 pm
Opening of Price Bid	Will be advised subsequently
Address of Communication	UCO Bank, Head Office , Retail Department, 2nd floor 10 B.T.M. Sarani Kolkata – 700 001
Email address	horetail.calcutta@ucobank.co.in
Contact Telephone/Fax Numbers	Tel :03322355283 Fax :03322341721
Contact Person	DGM, Retail Banking & CC Tel : 22355283 mobile 9830332900
Bids to be submitted to	At above address

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

2 Submission of Bids: General Terms and Condition

The Bid document shall be in two parts viz. Technical Bid & Price Bid. Both the bids must be submitted in separate sealed envelopes super scribing "Technical Bid for Appointment of Consultant for Branch Transformation for UCO Bank" on top of the envelope containing Technical Bid & " Price Bid for Appointment of Consultant for Branch Transformation for UCO Bank" on top of the envelope containing Price Bid. These two separate sealed envelopes should be put together in another sealed envelope super scribing "BIDS for Appointment of Consultant for Branch Transformation Services for UCO Bank" mentioning reference number and date given hereinabove.

The bidders should take care of submitting the bids properly filed so that the papers are not loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny.

3 Date of Submission: As per schedule above:

Bidders are requested to participate in the bid process strictly according to the time schedule. The Technical Bid will be evaluated first for compliance with the prescribed Technical Specification. Price Bid of only those short-listed-bidders who have qualified in Technical evaluation, will be opened by the Bank. A maximum of two authorized representative of the bidder will only be allowed at the opening of the bids.

The Bids should be addressed to:

**Deputy General Manager(Retail & CC)
UCO Bank
Head Office,
Retail Department,
2nd Floor,
10 B T M Sarani
Kolkata - 700 001**

UCO Bank is not responsible for non-receipt of response 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, the bids will be received till the specified time on next working day and Technical Bid will be opened at specified time on the same day.

4 Submission of Technical Bid:

- 4.1 Technical Bid duly sealed and super scribed as "Technical Bid For Appointment of Consultant for Branch Transformation Services for UCO Bank". Bid should comply with the technical specification required of the item as specified in Annexure – A,B,C
- 4.2 The Technical bid should be complete in all respects and contain all information asked for, except prices (as per Annexure – A,B,C).

5 Submission of Price Bid:

Price bid duly sealed and super scribed as "Price Bid For Appointment of Consultant for Branch Transformation Services for UCO Bank' should comply as specified in Annexure – D

At any time, prior to deadline for submission of RFP, UCO Bank may modify any of the terms & conditions and technical specifications at its sole discretion and the same will be hosted in the Bank's web-site. In case of any amendment, UCO Bank may extend the deadline for submission of response to this RFP in order to provide a reasonable time to the prospective bidders .

- 5.1 UCO Bank reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder need to submit the documentary evidence(s) as required by UCO Bank.
- 5.2 Any Technical Bid, submitted with incorrect information will be liable for rejection. Further, if any bidder is found to have submitted incorrect information at any time, he may be debarred from participation in the future bidding processes.

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 letter of offer without assigning any reasons whatsoever.

The Bank reserves the right to resort to re-bidding without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.

The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders.

6 Cost of bid Documents

The intending bidders should pay along with bids the *Cost of bid Documents* of Rs.5, 000/- (Rupees five thousand only). The *Cost of bid Documents* shall be paid by Demand Draft / Banker's Cheque / Pay Order drawn in favour of 'UCO Bank ' payable at Kolkata. The *Cost of bid Document* is non-refundable.

7 Earnest Money Deposit

The intending bidders should pay along with bids an Earnest Money Deposit of Rs. 5,00,000/- (Rupees Five Lakhs only). The EMD shall be paid by Demand Draft / Banker's Cheque / Pay Order drawn in favor of 'UCO Bank ' payable at Kolkata. The EMD will not carry any interest.

Technical Specifications, Terms and Conditions and various format and Performance for submitting the Bids are described in the bid document and its Annexures

The EMD made by the bidder will be forfeited if :

- The bidder withdraws his bid after time for submission of bids
- The selected bidder withdraws his bid before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this bid specification.
- The EMD will be refunded to

The unsuccessful bidders, only after acceptance of the "Letter of offer" by the selected bidder.

8 Rejection of the Bid

The Bid is liable to be rejected if:

- The document doesn't bear signature of authorised person.
- It is received through Telegram/Fax/E-mail.
- It is received after expiry of the due date and time stipulated for Bid submission.
- 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.

9 Security Deposit

The selected bidders shall furnish Security Deposit of 10% of the order value in the form of unconditional and irrevocable Performance Bank Guarantee for a tenure equivalent to 24 months from date of receipt of confirmed order with additional claim period of three months, issued by a Scheduled Bank in India. The performance Bank guarantee should cover the performance and delivery of the entire project scope in totality within the time frame for delivery. The Security Deposit should be deposited within 15 days from receipt of the confirmed orders. On submission of Performance Bank Guarantee as aforesaid in this paragraph, the EMD will be refunded to the selected Bidder.

10 Pre Bid meeting

The Pre-bid meeting will be held only with the bidders who have paid the cost of bid document on or before the date of pre-bid meeting to address any queries in connection with the bid document. Bidders who have downloaded the bid document from Bank's web-site also have to pay cost of bid document on or before the date of pre-bid meeting if they want to attend the pre-bid meet-

ing. However, bidders, if decide to procure the Bid document afterwards or to submit the Bid Document cost at the time of submission of the bid, will not be allowed to participate in Pre bid meeting. Bidders can also give in writing or mail their queries to the above email addresses and their queries will be addressed. Bids without bid document cost shall not be considered. It is essential that all clarifications / queries be submitted as per format format E to UCO Bank ,Head Office,2nd floor,Retail Banking Department ,10 B T M Sarani,Kolkata – 700 001 at least five days before the date of the meeting.

It is to be noted that no queries of any bidder shall be entertained/received after the pre-bid meeting. The clarifications given in the pre -bid meeting will be hosted in Bank's web-site.

11 Modification and Withdrawal of Bids

The bidder may modify or withdraw its bid after its submission, provided that written notice of the modification or withdrawal is received by UCO Bank prior to the closing date and time prescribed for submission of bids. No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, the EMD will not be refunded by the Bank.

12 Introduction and Disclaimer

This Request for Proposal document ("RFP") has been prepared solely to enable UCO Bank ("Bank") in defining the requirements for appointment of a consultant for providing branch transformation services for branches.

The RFP document is not a recommendation, Bid or invitation to enter into a contract, agreement or other arrangement in respect of the services.

13 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 a 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. Neither Bank nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification or due diligence exercise in relation to the contents of any part of the RFP document.

14 For Respondent Only

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

15 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.

16 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers dis-

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

17 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.

18 No Legal Relationship

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

19 Recipient Obligation to Inform Itself

The Recipient must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

20 Evaluation of Bids

The RFP document will not be construed as any contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by a Recipient. The Recipient acknowledges by submitting its response to this RFP document that it has not relied on any information, representation, or warranty given in this RFP document. Also See Section - 53

21 Errors and Omissions

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

22 Acceptance of Terms

A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated above from Para 12 through Para 21.

23 Recording of RFP response

Recording will be affected upon Bank receiving the RFP response in the above manner. The recording would contain list of all documents, information, and de-

tails provided in response to this RFP. If the response to this RFP does not include all the information required or is incomplete or submission is through Fax mode, the response to the RFP is liable to be rejected.

All submissions, including any Banking documents, 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.

24 RFP response Validity Period

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

25 Requests for Information

All questions relating to the RFP, technical or otherwise, must be in writing only to the above Nominated Point of Contact.

Bank will receive all the queries and post aggregate and consolidated clarifications on the Bank's website.

26 Notification

Bank will notify the Respondents in writing as soon as practicable 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.

27 Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status etc will be a disqualification.

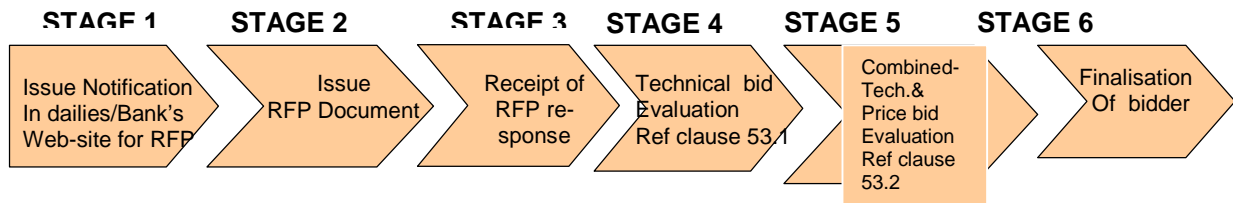
28 Liquidated Damages for delay

If the selected bidder fails to deliver contracted services or fails to complete the work or does not perform the service(s) within the time schedule stipulated in the Contract (Draft Enclosed), the Bank, without prejudice to its other remedies under the Contract, deduct from the Total Cost of Project (refer Annexure-D), as liquidated damages **(LD)**, a sum equivalent to 0.5 percent of the total consideration amount for each and every week of delay, subject to a maximum limit of 10 percent of the total Project Cost price as quoted in Annexure--D by the selected bidder.

Such penalty for delivery will be deducted by the Bank from the bills of the bidder. The Bank may also consider termination of the contract as per provisions of termination clause mentioned in the contract.

29 Selection Process Overview

Selection of a successful Bidder will involve a six (6) stage approach..



30 Bank Profile

UCO Bank having its head office at 10 BTM Sarani, Kolkata 700 001 , a premium Indian Public Sector Bank having its presence throughout the country with more than 2152 Branches – 2062 General Banking Branches 86 specialised (1 Treasury Branch, 20 service Branches , 35 Flagship/Mid-corporate Branches,5 Asset Management Branches and 25 SME branches) and 4 overseas branches has already achieved 100% CBS and implemented FINACLE Core Banking Solution(CBS) in all its branches. For facilitating anytime and anywhere banking, Bank has also implemented alternate delivery channels like Internet Banking, ATM, SMS alerts etc. Also UCO Bank has taken a lead in Mobile Bank-on-wheels which provides full banking services at the doorstep of the villagers.

31 Current Branch environment

UCO Bank has 100% of its branches on core banking solution – Finacle. Bank has also implemented or is in the process of implementing a range of customer centric and other solutions which are as follows:

- ▶ Full suite of Core banking solution including deposits, advances and trade finance
- ▶ Payment systems like NEFT, RTGS, SWIFT, CTS Wherever it is applicable
- ▶ Anti money laundering solution
- ▶ Alternate delivery channels like ATM, SMS Banking, proposed Mobile Banking, Internet Banking

The Bank recognizes that in order to leverage the benefits of core banking solution, the bank needs to focus attention on the most prominent channel – Branch. The Branch channel is central to the bank and is the most effective channel considering the spread of the branches

32 Current RFP Objectives:

The bank recognized that it needed to respond to changing market dynamics, shifting its focus from that of a traditional public sector bank by adopting a modern, customer-centric business model. The agility needed to rapidly launch new services, improve efficiency, and reduce and manage risk would be delivered by a flexible, scalable, and innovative branch operating model. The highlight of the

objective should cost saving for the Bank in terms of resources/efficiency/increase in business perceptible within a period of one year.

33 Project Objective

The Bank wishes to appoint a consultant for providing Branch Transformation Services including but not limited to:

1. Devising a strategy for branch transformation for Bank as a whole . However, implementation will be limited to 500 branches initially covering all category/segment of branches.
2. Restructuring the current branch structure , segmentation and reporting structure
3. Business process re-engineering at Central Processing Centre (about 26 functioning at Zonal Offices), Personnel banking Branches(about 220) , 86 specialised branches and any other branches identified by Bank
4. Identifying and planning centralization initiatives for account opening and clearing(Inward/Outward/OBC/IBC/ECS/NECS/CTS) wherever applicable, setting up of CITY/REGIONAL/NATIONAL BACK OFFICE chequebook issuance, statement printing etc.

5. Centralization of Trade Finance

Identifying and planning centralization initiatives for

- a. Remittance – Inward and outward for both inland and foreign
 - b. Bills – Inward and outward for both inland and foreign
 - c. LC/BG – Inward and outward for both inland and foreign
 - d. LC/BG negotiation – Inward and outward for both inland and foreign
 - e. Inward and outward Payment and Messaging System for both inland and foreign
6. Business Process Re-engineering for handling Government business and Third party product distribution
 7. Branch workflow rationalization
 8. Designing and enabling the sales organization structure at the branch Identifying training requirements for branch staff and assisting the bank in bidder evaluation and selection of training agency
 9. Building a sustainable and scalable model for implementation and roll out
 10. Assisting Bank in Managing the Project in implementation and roll out

34 Consultancy Project Scope

The Bank's IT environment and its respective strategy would only add value to the bank and generate returns on IT investment provided it undergoes changes in the branch operating model to make the channel more responsive to customer interaction and transform the branches from the current operation focus model to a sales focused channel.

The Bank will utilise the services of the consultant on a fixed contract basis for the scope under this RFP.. The Bank currently expects the consultant to be there for a period of 8 months from the date of appointment or implementation of the branch transformation initiative in 500 branches whichever is later.

The Bank wishes to transform the branches based on the current Zonal mode I. The consultant is expected to assist the Bank to transform the branches based on the following schedule

Sr. No.	Stage	Time frame (End of)	Phase details
1	Stage 1	2 months	Planning and Strategizing the Branch transformation initiative and its acceptance by the Bank.
2	Stage 2	6 months	Assist Bank in Implementation in 500 branches

The consultant has to formulate and finalise the strategy for branch transformation within the first 2 months of the award of the contract and in the next 6 months has to assist Bank in its implementation in 500 branches which can be broadly time - framed as under.

Sr. No	Stage	Time frame
1.	Planning and strategizing the Branch Transformation initiative, delivery of prototypes, its acceptance by the Bank and completion of trainers training	First 60 days
2.	On completion of implementation in first 100 branches	Next 45 days
3.	On completion of implementation in next 100 branches	Next 45 days
4.	On completion of implementation in next 100 branches	Next 30 days
5.	On completion of implementation in next 100 branches	Next 30 days
6.	On completion of implementation in next 100 branches	Next 30 days

The bidder's involvement is expected to be spread across an overall period of, 8 months for 500 branches from the date of contract.

The details of the scope of work are as follows:

a) Devising a strategy for branch transformation

The Bank expects the consultant to formulate and finalise the strategy for branch transformation within the first 2 months of the award of the contract. The strategy document has to focus on all areas of branch transformation like structure, people, process, technology, sales, training, redeployment, and assisting bank in implementation. As part of the branch transformation strategy

The consultant is expected to do the following :

- Define the concept and agenda for branch transformation
- Define the branch transformation vision and conduct visioning workshops for the management
- Define the overall strategy and approach for the branch transformation exercise including the benefits and return on investments made
- Define the strategy and requirements for sales focus and orientation
- Define the people re-deployment plan
- Define the overall project plan and key milestones
- Build a robust tracking and monitoring mechanism
- Define the organisational change and plan for setting up the department of branch transformation which will manage the project from the bank's side
- Define the resource mobilization requirements and plan from the bank's side
- Define the training plan for branch transformation
- Define the implementation strategy
- Define the governance structure and plan to ensure that benefits delivered and processes envisaged are sustainable and branches do not revert back to the original model

b) Restructuring the current branch structure , segmentation and reporting structure

The Bank acknowledges that a change in branch operating model will require substantial changes in the current branch organization and reporting structure at all levels within the organization i.e. Head Office, FGMs office and Zonal offices and also the branches .

The consultant is expected to provide as a part of the scope a revised organization and reporting structure and mechanism, job role definitions, job

cards , key performance indicators, draft an implementation plan and also assist the Bank in implementing the revised organization structure .

The objective of this exercise is to ensure that the branch structure compl e-ments and enhances the effectiveness of the branch transformation initi a-tive.

The assistance in implementation of the branch organization structure is within the scope of the engagement. In the event the bank feels necessary to implement the revised organization structure, the consultant will be i n-formed for the same. The consultant is obliged to assist the ba nk in imple-menting the same .

c) Perform Business Process re-engineering and centralization of key a ctivities

The Bank wishes to embark upon a business process re-engineering exercise encompassing some business areas of the Banks to stream line the business processes and also ensure consistent and speedy customer service . During the course of the business process re-engineering exercise the Bank expects significant changes to be made to the branch operating model and proc-esses. The scope of the consultant for the business- process re-engineering phase would be:

o To study the current processes and device to -be processes for the follo w-ing

1. Account opening and customer on boarding – SB/CA, Term De-posit. Loans
2. Branch teller operations – receipts and payments
3. Remittance and clearing (In-ward/Outward/OBC/IBC/ECS/NECS/CTS)wherever applicable, set-ting up of CITY/REGIONAL/NATIONAL BACK OFFICE chequebook is-suance, statement printing etc.

4. Centralization of Trade Finance

Identifying and planning centralizatio n initiatives for

- a. Remittance – Inward and outward for both inland and fo-r-eign
- b. Bills – Inward and outward for both inland and foreign
- c. LC/BG – Inward and outward for both inland and foreign
- d. LC/BG negotiation – Inward and outward for both inland and foreign
- e. Inward and outward Payment and Messaging System for both Inland and Foreign
5. Business Process re-engineering for handling Government business and Third party product distribution
6. Business process reengineering atCentral Processing Centers(about 26 functioning at ROs), Personnel banking Branches(about 220),86 specialized branches and any other branches identified by Bank.

- 7. MIS
- 8. Any other process being carried out at the branch
- o Identify process gaps and opportunities for improvement
- o Identify opportunities for cost effective technology enablement and cost reduction
- o Identify opportunities for enhanced customer service and customer experience
- o Provide data and benefits to enable the Bank to decide and prioritise the gaps and opportunities
- o Draw up the revised process blue prints and process flow charts with appropriate controls
- o Define the operating procedures for the revised processes
- o Introduce concepts like :
 - 1. Single Window Operations in branches
 - 2. May I help you services
 - 3. Floor management
- o Design To-Be process flows for the above mentioned processes taking into account :
 - 1. Cost benefit analysis
 - 2. Risk parameters
 - 3. Best practises
 - 4. Application support and flow
 - 5. Customer satisfaction and experience
 - 6. Applicability to the Bank's environment
- o Prepare process prototypes for various branch processes
- o Identify opportunities for centralization for the following functions
 - 1. Account opening
 - 2. Clearing and remittances
- o Prepare the infrastructure requirements for the above mentioned to-be processes
- o Prepare manpower planning requirements for the above mentioned to-be processes
- o Define the training plan for the revised processes
- o Assist the Bank to Manage the training for the Bank
- o Identify the impact on the current system and anticipated changes
- o Participate in meetings and discussions with the Bank and solution bidders to identify :
 - 1. Process change fitment
 - 2. Process workarounds

3. Additional effort / infrastructure requirements to meet the change requirements
 - o Interface with the core banking solution provider , system integrator and the Bank for the change request and Assist in arriving at Mandays effort estimate provided by CBS solution provider for undertaking the change request.
 - o Assist the Bank in the implementation of the changed processes across all the 500 branches

d) Branch workflow rationalization

The Bank expects the Bidder to perform a detailed study on staff rationalisation with a view streamline customer facing / non -customer facing activities into front office / back office operations. The ultimate aim of the staff rationalisation exercise would be to streamline branch operations and re-look at the staff deployment pattern at the branches. Based on the volume and relevant data collected as mentioned below, the consultant is expected to build models for staff deployment at respective branches.

If excess staff is identified the consultant will co-develop a plan for redeployment. In case of shortages the requisite staff will be made available to the branch from branches where staff is excess.

The staff rationalisation exercise study would be carried out across all the identified bank branches and the consultant would also be expected to assist the Bank in implementing the changed staff scenario at the identified bank branches with a view to ensure optimum utilisation of staff.

The scope of the activity under this phase would be :

- o With assistance from Bank provide inputs to the Bank to identify the around 500 branches for branch transformation
- o Perform a comprehensive study of each and every branch process.
- o Perform a time and motion study for each of the activities being carried out at the branches
- o The bidder may have to visit the branches and spend considerable time in understanding the operations and staffing patterns in the branches
- o Define the formats for collection of data from the IT systems
- o Liaise with the IT solution provider for data requirements
- o Analyse the data collected from the IT systems
- o Define a statistical model for the manpower planning and also take into considering other factors like the bi-partite agreements and other operational factors into account
- o Conducting workshops for bank personnel on the use of the statistical model
- o Prepare manpower planning requirements based on the details gathered and analysed during :
 1. Comprehensive study of Branch Processes

2. Time and motion study
 3. Data collected through the IT systems
- To collect inputs for identifying 500 branches
 - Define the new job roles and job descriptions for the rationalised staff
 - Perform a staff rationalisation study for identified 500 bank branches
 - Define a plan for reallocation of the rationalised staff
 - Assist the Bank in implementing the rationalised staff recommendations at the bank branches allotted for the transformation exercise.

e) Training plan

The consultant as part of the project will have to build a training plan for identified training requirements for the branch users.

The consultant will be expected to identify all the training requirements of the branch users.

Trainings and modules for various indicative training are :

- Acquisition, Retention and wallet share
- Etiquette and teaming
- Investment Advisory
- Third party distribution
- Customer experience
- Cross sell beyond advances
- Door step banking
- Forex Trading
- Agriculture
- Process training

The consultant is also required to conduct the trainer's training for the trainers nominated by the Bank.

The consultant is also expected to manage and monitor the end to end training program conducted by the Bank and ensure the same is implemented and delivered effectively across all the locations

f) Designing a sustainable model

The consultant is expected to design and implement a sustainable model for effective governance and monitoring of the branch transformation initiative. Further the consultant is expected to assist the bank in devising a governance and monitoring framework which will assist the bank in ensuring that benefits of the branch transformation initiative are realized on an on - going basis. The consultant as a part of the project is supposed to

- Define, design and implement a framework and model for effective monitoring the performance of the branch transformation program

- Define, design and implement a benefit tracking system
- Define, design and implement a knowledge management and knowledge transfer model to enable the Bank to carry on the exercise at other locations
- Define a transition strategy for the bank for migrating from the existing branch Processes to the proposed re-engineered processes.
- Build a governance model
- Identify and frame roles and responsibilities for all levels
- Establish a reporting framework
- Define, design and implement a framework for rewards and recognition
- Define, design and implement a framework for continuous process audit and certification to ensure sustainability of the initiative is maintained

g) Assist Bank in Managing the project for of the Branch Transformation Initiative

The selected bidder is expected to set up and assist the Bank in managing the complete branch transformation initiative across the branches within the timelines specified. As part of project management the selected Bidder is expected to assist the Bank:

- to Setup the project management office for the complete transformation initiative
- to plan the execution of strategy
- Manpower planning and resource scheduling
- Monitor and track the progress of the project across the branches
- Identify project risks and ensure appropriate and timely mitigates are put into place
- Design and provide management reporting and status dashboard
- Conduct regular status meeting with all concerned stakeholders
- Participate in discussions with solution bidders, banks departments and internal teams
- issue identification and resolution
- Deliver presentations to steering committees and other management stakeholders
- Define, design and implement a framework and model for effective monitoring the performance of the branch transformation program
- Ensure bank participation and involvement in all activities
- Plan for change management and transition

- Implement and assist the Bank through the change management process
- Ensure knowledge transfer to the Bank team and ensure the team is equipped sufficiently to carry on Branch Transformation exercise independently

35 Bidders Eligibility Criteria

The Bidder is required to meet the following eligibility criteria and provide adequate documentary evidence for each of the criteria stipulated below:

- a) Should be a Government Organization/PSU/PSE/ partnership firm or a limited Company under Indian Laws.
- b) Should be in existence for five years as on 31.03.2010. (In case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original Partnership Firm/Limited Company would be taken into account).
- c) Should have a minimum turnover of at least Rs. 100 Crores p.a. in each of the past three years from Indian operations
- d) Should have made profits for the past 3 years in succession
- e) The firm should have never been blacklisted / barred / disqualified by any regulator / statutory body.
- f) The consulting firm or its subsidiaries should not be in the business of system integration or hardware or software solution providers or implementation services or providing facilities management services in the Bank
- g) Should have prior consultancy experience in managing large scale implementation projects for at least 2 Banks in India out of which one should be a public sector Bank. Work order/ completion certificates from the Bank need to be furnished along with the response. The engagements should be during the last 5 years. Large scale projects would include any of the following:
 1. Branch transformation
 2. Business Process re-engineering
 3. Setting up of Back offices at City and / or Zonal and/ or National Level
- h) Should have existence in India
- i) The bidder should be in a position to deploy at least one resource having experience in 2 Banks out of which 1 is a Public Sector Bank in each of the following areas viz (a) Branch transformation/Workflow rationalization (b) Business Process Reengineering and (c) Setting up of City/Zonal/National Back offices
 - o Banks mean Banks in India only

Those who fulfill all the eligibility criteria as mentioned above are only eligible to take part in this bid exercise . Proposals of those bidders , who do not fulfill the eligibility criteria conditions as stated above fully will be rejected.

36 Organization and submission of technical proposal

The submission of the technical proposal shall be organized and submitted as per the following sequence:

- a) Table of Contents (list of documents enclosed)
- b) Cost of bid documents
- c) EMD (Earnest Money Deposit)
- d) Technical proposal detailing the scope , approach and deliverables for the scope of work specified in the document and manpower estimated to be deployed along with annexure C) Compliance certificate for all the terms and conditions as per Annexure--B
- f) All copies of certificates, documentary proofs etc.
- g) A CD containing soft copy of the proposal
- h) *Cost of bid Documents* if not already remitted
- i) Annexure A
- j) a copy of the Price Bid without price figures(masking the prices) -Annexure-D

All the relevant pages of the proposals (except literatures, datasheets and brochures) are to be numbered and be signed by authorized signatory on behalf of the Bidder. The number should be a unique running serial no. across the entire document.

The bidder has to submit a soft copy of the entire proposal in a CD. It should be noted that in case of any discrepancy in information submitted by the bidder in hard-copy and soft-copy, the hard-copy will be given precedence. However, in case of non-submission of any hard copy document, if the same is found submitted in the soft-copy, Bank reserves right to accept the same at its discretion.

The Bids shall be addressed and submitted to :

**Deputy General Manager (Retail & CC)
UCO Bank
Head Office
2nd floor
Retail Department, Branch Transformation Project
10 B T M Sarani
Kolkata – 700 001**

The bid submitted anywhere else is liable to be rejected.

It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise , must be in writing only and should be to the nominated point of contact.

Bidders should provide their E-mail address in their queries without fail.

The bidder will submit an undertaking specifying that the bidder has obtained all necessary statutory and obligatory permission to carry out project works, if any.

The proposal should be prepared in English. The e-mail address and phone/fax numbers of the bidder should also be indicated on the sealed cover.

37 FORMATS OF BIDS:

The bidders should use the formats prescribed by the Bank in the RFP for submitting both technical and Price bids

38 Adherence to Terms and Conditions:

The bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

39 Execution of Agreement/NDA:

The bidder should execute (a) an Agreement, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and (b) Non-disclosure Agreement. The bidder should execute the Agreement and NDA immediately on the date of acceptance of Letter of Offer. Draft of agreement and NDA enclosed.

40 Substitution of Project Team Members :

During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the bidder can do so only with the prior concurrence of the Bank by providing other staff of same level of qualifications and expertise acceptable to the Bank.

41 Professionalism:

The bidder should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.

42 Adherence to Standards:

The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities

The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the bidder.

The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.

43 EXPENSES:

It may be noted that Bank will not pay any amount/expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the "Agreed Professional Fee". However, travelling, boarding and lodging expenses, if any, for site visit outside Kolkata for project related work will be borne by the Bank on submission of the relevant bills depending on the duration, number of personnel involved, etc., and will have to be cleared by the Bank in advance in writing. Settlement of bills in such cases will be at rates mutually agreed and reimbursable against production of tickets and bills. Kolkata will be considered as the base station for the purpose of travelling. Bank will pay only economy class apex fair by Air/2nd AC by rail for travel and stay in 2* Hotel accommodation.

The bidder is expected to quote for the prices of the services with the applicable taxes as on the date of bid submission. Any upward / downward revision in the tax rates from the date of the bid submission will be to the account of the Bank

44 TERMS OF PAYMENT :

For the fixed fee engagements the payments terms will be on completion of specific milestones and deliverables specified below as per the rates which are described in the Price Bid (Annexure B).

Sr. No	Stage	Payment Terms
1	On acceptance of branch transformation strategy by Bank	10 % of the fees of the total project cost
2	On acceptance of branch process prototypes by Bank and completion of training the trainer	10 % of the fees of the total project cost
3	On completion and signing-off of implementation in first 100 branches	15 % of the fees of the total project cost
4	On completion and signing-off of implementation in next 100 branches	15 % of the fees of the total project cost
5	On completion and signing-off of implementation in next 100 branches	15 % of the fees of the total project cost
6	On completion and signing-off of implementation in next 100 branches	20 % of the fees of the total project cost
7	On completion of and signing-off implementation in next 100 branches	15% of the fees of the total project cost

Provided however that the Bank may solely at its discretion review the viability and/or requirement and/or utility of the project at any of the above stages (from completion of stage 3 to completion of stage 7) and shall be at liberty to abandon the project from the next stage onwards (i.e. from stage 4 to stage 8) without assigning any reason and in that event no further fee or amount shall be payable to the consultant.

45 Authorized Signatory:

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the bank, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Board Secretary, authorizing an official or officials of the bidder or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

46 Applicable Law and 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).

47 CANCELLATION OF CONTRACT AND COMPENSATION:

The Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank on the following circumstances :

- The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- The bidder goes into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

48 TERMINATION FOR CONVENIENCE

The Bank may, by written notice of 7 clear days , terminate the contract at any stage either whole or in part at its sole discretion without assigning any reason and upon such termination , no further fee shall be payable to t he consultant apart from the fee which was payable upto the stage of the project on the completion of which (stage) the notice of termination has been given. The Consultant shall not be entitled to claim any compensation or damages etc. for any reason whatsoever from the Bank on account of such termination.

49 CONTRACT AMENDMENT

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

50 ASSIGNMENT :

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of th e Bank.

51 Subcontracting :

The bidder shall not subcontract or permit anyone other than its own personnel to perform any of the work, service or other performance required of the bidder under the contract without the prior written consent of the Bank.

52 Force Majeure

The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bank's/bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of UCO Bank in fires, floods and freight embargoes. If a Force Majeure situation arises, the bidder/Bank shall promptly notify UCO Bank in writing of such conditions and the cause thereof within twenty calendar days from date of occurrence. Unless otherwise directed by UCO Bank in writing, the Bidder shall continue to perform it's obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of one month, UCO Bank and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of UCO Bank shall be final and binding on the bidder.

53 Bidder Selection/Evaluation Process:

53.1 Technical evaluation

The evaluation of technical proposals, among other things, will be based on the following :

1. Bidder's financial stability
2. Methodology/Approach proposed for accomplishing the proposed project – a presentation to be given before evaluating team of Bank.
3. Professional qualifications and experience of the key staff proposed/ identified for this assignment.
4. Prior experience of the bidder in undertaking projects of similar nature.
5. Activities / tasks, project planning, resource planning, effort estimate etc.
6. Site Visits – Evaluation by Bank's team on projects already completed in other Banks

Various stages of technical evaluation are presented below:

STAGE – A : Shortlisting of eligible bidders

1. Matching the clear eligibility criteria as indicated under Para Bidder Eligibility Criteria)
2. Short-listing of the bidders based on the fully matched criteria

STAGE –B: Technical evaluation of the shortlisted bidders

3. Evaluation based on response
4. Presentation
5. Site-Visits
6. Marks will be allotted as per the evaluation criteria – technical – Annexure-I on various parameters.

The technical qualification cut – off for opening of the price bid would be 60% (60 marks out of 100). In case there is only one bidder having technical score of 60 or more, the next highest technical scorer will be considered. In case no bidder is having score of 60 or more Bank may at its discretion, take up 2 top scoring bidders

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

53.2 Price Bid Evaluation Criteria

It may be noted that the price bids (of only those bids who have been found Technically qualified) will be subject to the following evaluation process.

a) Under the combined Technical and price bid system , the technical proposals will be allotted weight age of 70% while the financial proposals will be allotted weight age of 30%

b) Proposal with the lowest cost may be given a financial score of 100 and other financial proposals given financial scores that are inversely proportional to their prices.

c) The total score both technical and financial shall be obtained by weighing the quality and cost scores and adding them up .

d) **Highest Point Basis** : On the basis of combined weighted score for quality and cost , the bidder will be ranked in terms of total score obtained. The proposal obtaining highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2,H-3 etc. . The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of contract.

Computation Methodology

As an example the following procedure will be followed . It was decided to have minimum qualifying marks as 60 for technical evaluation. The weight age was kept as 70 for technical bid and 30 for the price bid. In response to RFP 3 proposals , A,B & C were received. The technical scores of these responses were 75, 80 and 90 marks respectively. Since minimum qualifying marks were 60 all the three proposals were therefore found to be technically suitable and their financial proposals were opened after notifying the date and time of bid opening to successful participants. The price evaluation committee examined the price bid proposals and evaluated the quoted price as under :

<u>Proposal</u>	<u>Evaluated cost</u>
A	Rs. 120
B	Rs. 100
C	Rs. 110

Using the formula LEC/EC where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave the following points for financial proposals :

$$\begin{aligned} \mathbf{A} & : 100/120 = 83 \text{ points} \\ \mathbf{B} & : 100/100 = 100 \text{ points} \\ \mathbf{C} & : 100/110 = 91 \text{ Points} \end{aligned}$$

In the combined evaluation , thereafter , the evaluation committee calculated the combined technical and price bid score as under

$$\begin{aligned} \mathbf{Proposal A} & : 75 \times 0.70 + 83 \times 0.30 = 77.4 \text{ points} \\ \mathbf{Proposal B} & : 80 \times 0.70 + 100 \times 0.30 = 86 \text{ points} \\ \mathbf{Proposal C} & : 90 \times 0.70 + 91 \times 0.30 = 90.3 \text{ points} \end{aligned}$$

The three proposals in the combined technical and price evaluation were ranked as under :

Proposal A : 77.4 points H3
Proposal B : 86 points H2
Proposal C : 90.3 points H1

Proposal C at the evaluated cost of Rs.110/- was therefore declared as winner.

54 Evaluation Criteria – Technical

Annexure-I

Technical criteria are classified under 3 heads - Credentials, People and Reference checks. The table below highlights the parameters under the technical criteria and scoring methodology.

Criteria	Evaluation Parameters	Max Marks	Scoring Methodology																								
Credentials	<p>Should have prior experience in executing large scale projects in banks in India. Proof of such work order/completion certificates should be submitted along with the response. The projects should not have commenced prior to 1-4-2006. Projects which qualify as large scale projects are</p> <ol style="list-style-type: none"> 1. Business process re-engineering 2. Branch transformation 3. City/Regional/National Back Office. 	30	<ul style="list-style-type: none"> ▪ 30 marks – if the criteria is met for 3 or more Banks out of which 3 are public sector banks ▪ 25 marks – if the criteria is met for 3 or more Banks out of which 2 are public sector banks ▪ 20 marks – if the criteria is met for 3 or more Banks out of which 1 is a public sector bank ▪ 20 marks – if the criteria is met for 2 Banks out of which 2 are public sector banks ▪ 15 marks – if the criteria is met for 2 Banks out of which 1 is a public sector bank ▪ See table below <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>SL NO.</th> <th>BK</th> <th>PB</th> <th>MK</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>2</td> <td>1</td> <td>15</td> </tr> <tr> <td>2</td> <td>2</td> <td>2</td> <td>20</td> </tr> <tr> <td>3</td> <td>>or= 3</td> <td>1</td> <td>20</td> </tr> <tr> <td>4</td> <td>>or= 3</td> <td>2</td> <td>25</td> </tr> <tr> <td>5</td> <td>>or= 3</td> <td>3</td> <td>30</td> </tr> </tbody> </table> <p>Abbreviations : BK = Banks PB= Public sector Banks MK= Marks</p>	SL NO.	BK	PB	MK	1	2	1	15	2	2	2	20	3	>or= 3	1	20	4	>or= 3	2	25	5	>or= 3	3	30
SL NO.	BK	PB	MK																								
1	2	1	15																								
2	2	2	20																								
3	>or= 3	1	20																								
4	>or= 3	2	25																								
5	>or= 3	3	30																								

Criteria	Evaluation Parameters	Max Marks	Scoring Methodology
Financials 1	Turnover		<ul style="list-style-type: none"> ▪ 3 marks – if turnover is 200 Crores or more ▪ 2 marks – if turnover is 150 Crores or more but less than 200 Crores ▪ 1 mark – if turnover is 100 Crores or more but less than 150 Crores
	Year 2007-08	3	
	Year 2008-09 Year 2009-10	3 3	
2	Profit		<ul style="list-style-type: none"> • 3 Marks – if the profit is 10 Crores or more • 2 Marks – if profit is 5 crores and more but less than 10 Crores • 1 Mark - if the profit less than 5 Crores
	Year 2007-08	3	
	Year 2008-09 Year 2009-10	3 3	
Presenta- tion of	Methodology and Approach	6	
	Sub-Total	54	
People			
	The bidder should have a pool of resources (at least 1 resource) in the below mentioned areas. The resources should have worked in the respective areas for at least 2 Banks which includes 1 public sector Bank in India. The areas of expertise are :		
	Branch Transformation / Workflow Rationalization	12	<ul style="list-style-type: none"> ▪ 3 marks - for each resource who have experience in 2 Banks of which 1 is a public sector Bank in India <p>Documentary evidence to be produced</p>
	Business Process re-engineering	12	<ul style="list-style-type: none"> ▪ 3 marks - for each resource who have experience in 2 Banks of which 1 is a public sector Bank in India <p>Documentary evidence to be produced</p>
	City/Regional/National back office	12	<ul style="list-style-type: none"> ▪ 3 marks - for each resource who have experience in 2 Banks

Criteria	Evaluation Parameters	Max Marks	Scoring Methodology
			of which 1 is a public sector Bank in India Documentary evidence to be produced
	Sub-Total	36	
Site visit / reference checks	Site Visit / reference	10	Evaluation will be based on average of marks given by each of the individual visiting officials. The evaluating team would interact with customers and/or staff to assess the impact of the Branch Transformation exercise. Marks will be allotted based on 1. Methodology and approach adopted for re-structuring, BPR, centralization of key activities and branch workflow 2. Maintenance of timelines 3. Increase in efficiency in working of the branch 4. Cost reduction in terms of staff rationalization 5. Perceptible increase in business/Customer Service levels
	Sub-Total	10	
	Total Marks	100	

Note :

1. Banks exclude RRBs and Cooperative Banks
2. Public sector and commercial banks mean public sector and commercial banks in India only
3. The bidder is required to provide documentary evidence for each of the above criteria and the same would be required on the client's letter head in case of credentials

55 Proposal and other formats

ANNEXURE A

Technical Proposal format :

Particulars to be provided by the bidder in the technical proposal –
Bid no. -----

No	Particulars	Details to be furnished by the bidder
1	Name of the bidder	
2	Year of establishment and constitution Certified copy of "Partnership Deed" or "Certificate of Incorpora-	
3	Location of Registered office /Corporate office and address	
4	Mailing address of the bidder	
5	Names and designations of the persons authorized to make commitments to the Bank	
6	Telephone and fax numbers of contact persons	
7	E-mail addresses of contact persons	
8	Details of :Description of business and business background Service Profile & client profile Domestic & International presence Alliance and joint ventures	
9	Gross revenue of the bidder (not of the group) Year 2007-08 Year 2008-09 Year 2009-10	

No	Particulars	Details to be furnished by the bidder
10	Net Profit of the bidder (not of the group) Year 2007-08 Year 2008-09 Year 2009-10 Documentary proofs are to be enclosed	
11	Details of the similar assignments executed by the bidder during the last two years (Name of the Bank, time taken for execution of the assignment and documentary proofs from the Bank)	
12		
13	Details of the bidder's proposed methodology/approach for providing services to the Bank with specific reference to the scope of work with illustrative deliverables.	

Declaration :

1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
3. We confirm that this response, for the purpose of short-listing, is valid for a period of six months, from the date of expiry of the last date for submission of response to RFP.
4. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Place :

Date :

Seal & Signature of the bidder

56 Price Bid Format :

Sr. No.	Major Activities	Amount in Rs	Taxes (Rate & Amt)	Total Price (in Rupees)
A	Consultancy Fees for Planning and Strategizing the Branch transformation initiative and its acceptance by the Bank.			
B	Assisting Bank in implementing the branch Transformation strategy in 500 Branches			
	Project Cost			

Note:

- The base location for the project execution would be Kolkata
- Any travel outside of Kolkata for field work would have to be agreed with the Bank. Such travel would be economy class Apex Fare by air or 2nd AC by train and for accommodation stay in 2* Hotel
- All prices to be valid for a period of 6 months
- Bank will deduct applicable TDS, if any as per the law of the land.

57 Compliance Certificate

To,

Date :

The UCO BANK

Dear Sir,

Ref: -

1. Having examined the Bid Documents including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned bid to provide consultancy in conformity with the said Bid Documents and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this Bid.
2. We confirm that this bid is valid for six months from the last date for submission of Bid Documents to the Bank.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.
7. We have never been barred/black-listed by any regulatory / statutory authority in India.

Signed Dated

Seal & Signature of the bidder

Phone No.:

Fax:

E-mail:

58 Proposed Team Profile

S I N O	Project Scope	Name of the team mem- ber	Qualifica- tions and certifica- tions	Previous Banks where team member was asso- ciated	Duration of team member associa- tion	No. of years of expe- rience
1.						
2.						
3.						
4.						
5.						
6.						

We hereby acknowledge that the information provided by us is true and to the Best of our Knowledge

Place:

Date:

Seal and signature of the bidder

ANNEXURE E

59 Comments on the Terms & Conditions, Services and Facilities provided:

Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Terms & Conditions etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

Sr. No.	Page #	Point / Section #	Clarification point as stated in the bid document	Comment/ Suggestion/ Deviation
1				
2				
3				
4				
5				
6				
7				
8				
9				

60 DRAFT UNDERTAKING

To
The Deputy General Manager
UCO Bank
Head Office
Retail Banking Department
2nd Floor, 10 B T M Sarani, KOLKATA-700001

Dear Sir,

Sub: Your RFP Reference No . dated

We have read, understood all sections of the RFP and agree in unequivocal terms that we will comply with all the requirements of RFP without any deviation whatsoever and without insertion of any additional / extraneous clause / terms and conditions in contravention to the scope of RFP to which we have responded, within the price quoted in response to the RFP .

We undertake to rectify all the deficiencies/ deviation from the terms and conditions of RFP as emerged in course of evaluation of the response submitted by us in annexure A,B,C,D,E of the RFP .

We reiterate that wherever our response has been silent or in case of any difference/ latent deficiency on any point of the RFP , the conditions / requirements stated in the RFP will prevail without any Price impact on the project.

We do hereby undertake to provide consultation Service end to end and all other deliverables as mentioned in the scope of RFP and the SLA specifications as per the project schedule within the quoted price. **Any deficiency / deviation in our response submitted shall make it liable for rejection by the Bank without any further reference & Bank's decision shall be final & binding on us.**

Yours faithfully,

Authorised Signatory
(SEAL)

61 NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made on this _____ day of July 2010

BETWEEN

_____ a company incorporated in India under the Companies Act, 1956, and having its office at _____, India ("First Party")

AND

UCO Bank, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 as amended by Banking Laws (Amendment) Act 1985, and having its Head office at 10, B T M Sarani Kolkata-700001, West Bengal, India ("Second Party").

Collectively referred to as "Parties" and, individually as "Party".

WHEREAS:

- (A) The Parties intend to enter into discussions with each other, to enable the First Party to assist the bank in planning strategy, branch process re-engineering, branch workflow rationalization, branch organizational restructuring etc, as per the Scope of Work covered under Request For Proposal dated _____ June 2010, and duly accepted by the First Party vide their letter _____.
- (B) In order to proceed with the Purpose, the Parties have agreed to exchange certain Confidential Information (hereinafter defined) concerning the Purpose and have agree to provide and to accept such Confidential Information on a strictly confidential basis and on the terms and conditions set out below.
- (C) The Party disclosing information shall hereinafter be referred to as the "Disclosing Party" and the Party receiving such information shall be referred to as the "Receiving Party".

IN CONSIDERATION of each Party's access to the other Party's Confidential Information and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), each Party agrees to the following terms and conditions:

1. The term "Confidential Information" for the purpose of this Agreement shall mean any and all information and/or data which is obtained, whether in writing, pictorially, in machine readable form, orally or by observation during their

visits, in connection with the Purpose or otherwise, including but not limited to, financial information, know-how, processes, schematics, technology, customer information, supplier information, sales statistics, pricing information, market intelligence, marketing and other business strategies and the existence of this Agreement.

2. Notwithstanding any other provision of this Agreement, the Parties acknowledge that Confidential Information shall not include any information that:
 - (a) is or becomes publicly available without breach of this Agreement;
 - (b) becomes lawfully available to either Party from a third party free from any confidentiality restriction;
 - (c) is required to be disclosed under any relevant law, regulation or order of court, provided the affected Party is given prompt notice of such requirement or such order and (where possible) provided the opportunity to contest it, and the scope of such disclosure is limited to the extent possible; or
 - (d) was previously in the possession of the Receiving Party and which was not acquired directly or indirectly from the Disclosing Party as evidenced by written records.
3. The Receiving Party shall use the Confidential Information only for the Purpose and not disclose any of the Confidential Information to any third party without the Disclosing Party's prior written consent.
4. The Receiving Party shall hold and keep in strictest confidence any and all Confidential Information and shall treat the Confidential Information with at least the same degree of care and protection as it would treat its own Confidential Information.
5. The Receiving Party shall not copy or reproduce in any way (including without limitation, store in any computer or electronic system) any Confidential Information or any documents containing Confidential Information without the Disclosing Party's prior written consent.
6. The Receiving Party shall immediately upon request by the Disclosing Party deliver to the Disclosing Party all Confidential Information disclosed to the Receiving Party, including all copies (if any) made under clause 5. However, the Second Party shall allow the First Party to retain a copy of its working papers and supporting documentation made available to the Second Party.
7. The Receiving Party shall not use the Confidential Information to procure a Price advantage over the Disclosing Party.
8. The Receiving Party acknowledges that damages are not a sufficient remedy for the Disclosing Party for any breach of any of the Receiving Party's undertakings herein provided and the Receiving Party further acknowledges that the Disclosing Party is entitled to specific performance or injunctive relief (as

appropriate) as a remedy for any breach or threatened breach of those undertakings by the Receiving Party, in addition to any other remedies available to the Disclosing Party in law or in equity.

9. The Receiving Party does not acquire any intellectual property rights under this Agreement or through any disclosure hereunder, except the limited right to use such Confidential Information in accordance with the Purpose under this Agreement.
10. The Receiving Party shall not modify or erase the logos, trademarks etc., of Disclosing Party or any third party present on the Confidential Information. Neither party shall use or display the logos, trademarks etc., of the other party in any advertisement, press etc., without the prior written consent of the other party.
11. No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement or any use thereof, except as may be otherwise agreed to in writing. Neither party shall be liable to the other hereunder for amounts representing loss of profits, loss of business or indirect, consequential or punitive damages of the other party in connection with the provision or use of Information hereunder, except to the extent of direct costs incurred for such provision or use, constituting a breach of this Agreement.
12. No failure or delay by either Party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.
13. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Kolkata
14. This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of each Party.
15. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.
16. All obligations respecting the Confidential Information already provided hereunder shall survive any termination of this Agreement
17. This Agreement is valid and binding on the successors-in-title and permitted assigns of the respective Parties.

IN WITNESS WHEREOF this Agreement has been executed by the duly a u-
thorized representative of each Party on the day and year first above writ-
ten SIGNED:

For and on behalf of

Name:

Title:

SIGNED:

For and on behalf of

[UCO BANK]

Name:

Title:

62 Draft Consultancy Agreement

**Draft Agreement between UCO BANK
and Consultant**



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Whereas the Bank and the consultant are desirous of documenting the deliverables from the consultant and its acceptance by the Bank, in unambiguous terms

Now this agreement witnesseth as follows :

The following documents shall be deemed to form and be *read and construed as part of the binding contract between the Bank and the consultant* , viz. :

- a) The RFP for selection of consultant for branch Transformation
- b) The Bid form Technical and Price (i.e. consultancy fee) submitted by the bidder and subsequent amendments made into it as accepted by Bank
- c) Scope of the project as per RFP (i.e. Branch Transformation Services)
- d) Bank's notification of selection of Branch Transformation Services for the Bank
- e) Letter of Offer duly accepted by the consultant

1. In consideration of the payments to be made by the Bank to the consultant in terms of RFP/letter of offer for having consultancy services placed by Head Office of the Bank, the consultant hereby covenants with the Bank to provide the consultancy services and to remedy defects therein in conformity in all respects with the provision of the contract.
2. The Bank hereby covenants to pay the consultant in consideration of the provision of the consultancy services and the remedying of defects therein , as per RFP/the letter of offer Price or such other sum as may become payable under the provisions of the contract at the times and the manner prescribed by the contract.

The details of the Branch Transformation Services consultancy which the consultant shall be required to provide to the Bank in terms of the RFP/letter of offer for having consultancy services that will be placed by Head Office of the Bank are as under :

A. Scope of Consultancy Services for Branch Transformation

The Bank wishes to appoint competent Bidder as a consultant for providing Branch Transformation Services which include and is not limited to :

-
1. Devising a strategy for branch transformation for Bank as a whole . However, implementation will be limited to 500 branches initially covering all category/segment of branches.
 2. Restructuring the current branch structure , segmentation and reporting structure
 3. Business process re-engineering at Central Processing Centre (about 26 functioning at Zonal Offices), Personnel banking Branches(about 220) , 86 specialized branches and any other Branch identified Bank
 4. Identifying and planning centralization initiatives for account opening and clearing(Inward/Outward/OBC/IBC/ECS/NECS/CTS wherever applicable, setting up of CITY/REGIONAL/NATIONAL BACK OFFICE) etc.

5. Centralization of Trade Finance

Identifying and planning centralization initiatives for

- a. Remittance – Inward and outward for both inland and foreign
 - b. Bills – Inward and outward for both inland and foreign
 - c. LC/BG – Inward and outward for both inland and foreign
 - d. LC/BG negotiation – Inward and outward for both inland and foreign
 - e. Payment and Messaging System both inward and outward
6. Branch workflow rationalization
 7. The consultant will also conduct the trainer's training for the trainers nominated by the Bank
 8. Designing and enabling the sales organization structure at the branch Identifying training requirements for branch staff and assisting the bank in bidder evaluation and selection of training agency
 9. Building a sustainable and scalable model for implementation and roll out
 10. Assisting Bank in Managing the Project in implementation and roll out

B. Time Frame

The Bank will utilise the services of the consultant on a fixed contract basis for the scope under this RFP. The consultant shall complete as part of the contract within a period of 8 months from the date of appointment or implementation of the branch transformation initiative in 500 branches whichever is later.

The Bank wishes to transform the branches based on the current Zonal model. The consultant shall follow the following time schedule

Sr. No.	Stage	Time frame (End of)	Phase details
1	Stage 1	2 months	Planning and strategizing the Branch transformation initiative and its acceptance by the Bank.
2	Stage 2	6 months	Assist Bank in Implementation in 500 branches

The consultant has to formulate and finalise the strategy for branch transformation within the first 2 months of the award of the contract and in the next 6 months has to assist Bank in its implementation in 500 branches which can be broadly time - framed as under.

<i>Sr. No</i>	<i>Stage</i>	<i>Time frame</i>
1.	Planning and strategizing the Branch Transformation initiative, delivery of prototypes, its acceptance by the Bank and completion of trainer's training	First 60 days
2.	On completion of implementation in 100 branches	Next 45 days
3.	On completion of implementation in next 100 branches	Next 45 days
4.	On completion of implementation in next 100 branches	Next 30 days
5.	On completion of implementation in next 100 branches	Next 30 days
6.	On completion of implementation in next 100 branches	Next 30 days

The strategy document has to focus on all areas of branch transformation like structure, people, process, technology, sales, training, redeployment Bank as a whole and Assist Bank in implementation in 500 Branches.

If the strategy is not accepted by the Bank, consultant will be given additional two weeks time to revise the strategy, however LD clause will apply during these extended period.

C. Availability of personnel : Minimum number of two adequately qualified persons specialised in each segment should be available at Bank's project Office during Strategy Formulation and two adequately qualified persons at site during implementation for discussion and resolution of issues (site means Branch where project implementation is to be made or under process)

D. Guiding Principles

1. It is agreed that the Parties will work jointly to determine the reporting formats to monitor such Service Levels. Reporting formats will also be mutually agreed during that period. The Consultant will have the responsibility to implement appropriate measurement and reporting capabilities in a timely manner.
2. Following are applicable to Agreement / Penalty Calculations and Reporting:
 - reporting will be fortnightly
3. Wherever the Agreement is silent or not clear the terms and conditions specified in the Technical RFP and Price RFP will be the guiding principles and the said terms will prevail
4. This Agreement along with RFP forms a contract between the Bank and the Consultant and both will be bound the terms of this agreement and RFP. The terms of RFP will have precedence over all other terms.

E. PENALTIES

63 Conditions for Application of Penalties

The following conditions apply before penalties can be applied for service level lapses:

- a) All service level measurement data recording is to be captured by the industry standard tools implemented by the Consultant.

F. Project Delays – Penalty Scheme

For delay in time frame

<i>Sr. No</i>	<i>Stage</i>	<i>Time frame</i>	<i>Penalty</i>
1.	Planning and strategizing the Branch Transformation initiative, delivery of prototypes , its acceptance by the Bank and completion of trainer’s training.	60 days	A sum equivalent to 0.5 percent of the total consideration amount for each and every week of delay (part of the week to be taken as a week) , subject to a maximum limit of 10 percent of the total Project Cost based on which contract has been awarded
2.	On completion of implementation in first 100 branches	45 days	-Do-
3.	On completion of implementation in next 100 branches	45 days	Do
4.	On completion of implementation in next 100 branches	30 days	-Do-
5.	On completion of implementation in next 100 branches	30 days	-Do-
6.	On completion of implementation in next 100 branches	30 days	-Do-

For deficiencies in scope

<i>Sr. No</i>	<i>Stage</i>	<i>Penalty</i>
1.	Devising a Strategy for branch transformation and acceptance by the Bank	Invocation of Performance Bank Guarantee provided as security deposit for contract perfor-

Sr. No	Stage	Penalty
		mance.
2.	Assisting the Bank to Restructure the current branch structure , segmentation and reporting structure	-DO-
3.	Assisting the Bank to Perform Branch process re-engineering and centralization of key activities	-DO-
4.	Assisting the Bank to Branch workflow rationalization	-DO-
5.	Assisting the Bank to devise a suitable Training plan and its implementation	-DO-
6.	Designing a sustainable model acceptable to the Bank	-DO-
7.	Assisting the Bank to Project Manage and Implementation	A sum equivalent to 0.5 percent of the total consideration amount for each and every week of delay (part of week to be considered as week) , subject to a maximum limit of 10 percent of the total Project Cost based on which contract has been awarded.

A. Escalation Matrix

Issues	Escalated to	Maximum Timeline
Issues related to strategy and implementation to be resolved by	Representative of Consultant	1 Day
Issues related to strategy	Consultant	2-3 days

and Implementation not resolved by Representative of consultant		
Issues related to branch implementation to be addressed by Branch	Nodal Officer of Branch	1 Day
Issues related to branch implementation not addressed by Branch or Issues related to strategy	Nodal Officer of Bank	2-3 Days

To consultant shall be made in stages as detailed in terms of RFP as follows

Terms of payment:

For the fixed fee engagements the payments terms will be on completion of specific milestones and deliverables specified below as per the rates which are described in the Price Bid (Annexure B).

Sr. No	Stage	Payment Terms
1	On acceptance of branch transformation strategy by Bank	10 % of the fees of the total project cost
2	On acceptance of branch process prototypes by Bank and completion of training the trainer	10 % of the fees of the total project cost
3	On completion and signing-off of implementation in first 100 branches	15 % of the fees of the total project cost
4	On completion and signing-off of implementation in next 100 branches	15 % of the fees of the total project cost
5	On completion and signing-off of implementation in next 100 branches	15 % of the fees of the total project cost
6	On completion and signing-off of implementation in next 100 branches	20 % of the fees of the total project cost
7	On completion of and signing-off implementation in next 100 branches	15% of the fees of the total project cost

Provided however that the Bank may solely at its discretion review the viability and/or requirement and/or utility of the project at any of the above stages (from completion of stage 3 to completion of stage 7) and shall be at liberty to abandon the project from the next stage onwards (i.e. from stage 4 to stage 8) without assigning any reason and in that event no further fee or amount shall be payable to the consultant.

Authorized Signatory:

The consultant shall indicate the authorized signatories who can discuss and correspond with the bank, with regard to the obligations under the contract.

The consultant shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Board Secretary, authorizing an official or officials of the consultant or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The shall furnish proof of signature identification for above purposes as required by the Bank.

Applicable Law and Jurisdiction of court :

The Contract with the consultant 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).

CANCELLATION OF CONTRACT AND COMPENSATION :

The Bank shall reserve the right to cancel the contract of the consultant and recover expenditure incurred by the Bank on the following circumstances :

- The consultant commits a breach of any of the terms and conditions of the contract.
- The consultant goes into liquidation voluntarily or otherwise.
- The progress regarding execution of the contract, made by the selected consultant is found to be unsatisfactory.
- If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

After the award of the contract, if the consultant does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months notice for the same. In this event, the consultant is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause will be applicable, if for any reason, the contract is cancelled.

The Bank shall reserves the right to recover any dues payable by t he consultant from any amount outstanding to the credit of the consultant, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

TERMINATION FOR CONVENIENCE

The Bank may, by written notice of 7 clear days , terminate the contract at any stage either whole or in part at its sole discretion without assigning any reason and upon such termination , no further fee shall be payable to the consultant apart from the fee which was payable upto the stage of the project on the completion of which(stage) the notice of termination has been given. The Consultant shall not be entitled to claim any compensation or damages etc. for any reason whatsoever from the Bank on account of such termination.

CONTRACT AMENDMENT

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

ASSIGNMENT :

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

Subcontracting :

The consultant shall not subcontract or permit anyone other than its own personnel to perform any of the work, service or other performance required of the bidder under the contract without the prior written consent of the Bank.

Force Majeure:

The consultant shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of t his Clause, "Force Majeure" means an event beyond the control of the Bank/consultant and not involving the Bank's/consultant's fault or negligence and not foreseeable. Such events may include, but are not limited

to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of UCO Bank in fires, floods and freight embargoes. If a Force Majeure situation arises, the consultant shall promptly notify UCO Bank in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by UCO Bank in writing, the consultant shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of one month, UCO Bank and the consultant shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of UCO Bank shall be final and binding on the consultant.

Pay minimum wages

The consultant shall ensure payment of minimum wages to their employees, in consonance with the rules prescribed by the Central and /or state Government from time to time. The duty hour of the employee should also be in conformity with the Central and/or state Government Minimum Wages Act, and Rules made there-under. A declaration to this effect has to be submitted by the consultant while responding to this contract.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representative of each Party on the day and year first above written

SIGNED:
For and on behalf of
[The Consultant]
Name
Name: _____
Title:

SIGNED:
For and on behalf of
[UCO Bank]
: _____
Title: