



# UCO BANK

Department of Information Technology  
H.O. – II, 3 & 4 DD Block, Sector – 1,  
Salt Lake, Kolkata – 700064

**REQUEST FOR PROPOSAL (RFP)**  
**For**  
**Selection of Technology Training Firm for providing**  
**Awareness to all Staff members on Harnessing the**  
**Power of Technology**

**RFP REF No. : IT-2207/2010-11**  
**Date : 25/02/2011**

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

*This document is prepared by UCO Bank for Selection of Technology Training Firm for providing Awareness to all Staff members on Harnessing the Power of Technology. It should not be reused or copied or used either partially or fully in any form.*

**Bid Details-Control Sheet Table**

1.	Date of commencement of sale of Bidding Document	25-02-2011
2.	Last date and time for sale of Bidding Documents	25-03-2011 up to 4.00 PM.
3.	Queries, if any, to be communicated by the bidders	04-03-2011 up to 4.00 PM.
4.	Pre-Bid meeting	07-03-2011 at 11.30 AM.
5.	Last date, time & Venue for submission of Bid Documents	25-03-2011 4.00 PM at : UCO Bank, Head Office, Department of Information Technology 5 <sup>th</sup> Floor,3&4 DD Block,Sector-1, Salt Lake, Kolkata 700 064 (Bid documents should be dropped in the Tender Box kept at 5 <sup>th</sup> Floor)
6.	Date and Time of Technical Bid & Commercial Bid Opening	<ol style="list-style-type: none"> <li>1. Technical Bid 25-03-2011 4.30 PM</li> <li>2. Date of Commercial Bid opening will be intimated to the bidder/s qualifying in Technical Bid</li> <li>3. Date of Reverse Auction will be intimated Separately to Technically qualified bidders</li> </ol>
7.	Place of opening of Bids	UCO Bank, Head Office, Department of Information Technology 5 <sup>th</sup> Floor,3&4 DD Block,Sector-1, Salt Lake, Kolkata 700 064
8.	Address for communication	General Manager (IT) UCO Bank, Head Office, Department of Information Technology 3&4 DD Block,Sector-1, Salt Lake, Kolkata 700 064 e-mail: hocbs.calcutta@ucobank.co.in
8.	Cost of RFP document	₹ 3500/- in the form of Demand Draft/Bankers' Cheque/Pay Order in favour of UCO Bank payable at Kolkata should be submitted along with the Technical Bid.

Note: Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal, the bids will be received till the specified time on next working day and will be opened at 4:30 p.m. on the next day.

## **1. INTRODUCTION**

UCO Bank, a corporate body, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, hereinafter called "The Bank", is one of the leading public sector Bank in India having more than 2177 branches, spread all over the country. Bank has deployed Finacle (version 7.0.19) as a Core Banking Solution for all its Branches.

The Bank wishes to create awareness amongst all staff members of the Bank regarding the power, functionalities and delivery capabilities of Finacle along with availability and functionality of different e-products. The objective is to educate all the staff members so that the gap between its promise and implementation at grass root is bridged up and also to leverage on this technology platform and drive optimum business benefit. Against the above backdrop UCO BANK invites Request for Proposal (RFP) from the prospective bidders having proven past experience and competence in the field of imparting Technology based training.

## **2. BANK'S BRANCHES NET WORK**

The bank has 35 Zonal Offices across the country having a branch network of more than 2177 branches. The detail of the branches under different zones of our bank is as under:

Sl. No.	Zone	Total No. of Brs & Ext. Ctrs.	EL-II & EL-I	VL	L	M	S
1	Ahmedabad	81	5	5	47	20	4
2	Ajmer	47		4	21	18	4
3	Bangalore	47	3	10	15	13	6
4	Begusarai	53		1	9	31	12
5	Bhagalpur	70			11	53	6
6	Bhopal	56	1	6	20	23	6
7	Bhubaneswar	69	3	6	23	33	4
8	Burdwan	76	1	11	32	25	7
9	Chandigarh	93	4	7	49	23	10
10	Chennai	91	9	14	44	18	6
11	Cuttack	61		5	23	27	6
12	Dharamsala	51		2	13	28	8
13	Ernakulam	30		5	14	5	6
14	Guwahati	77	4	5	28	32	8
15	Howrah	73	2	10	30	21	10
16	Hyderabad	60	9	7	21	12	11
17	Indore	46	4	5	15	16	6
18	Jaipur	64	3	7	25	25	4
19	Jalandhar	67		7	40	15	5
20	Jodhpur	48		4	12	28	4
21	Jorhat	48	2	4	16	20	6
22	Kolkata	74+1	7	16	45	5	1
23	Lucknow	71	1	9	31	25	5

24	Meerut	49		6	19	19	5
25	Mumbai	103+1	12	15	45	12	19
26	Nagpur	46	3	7	10	16	10
27	New Delhi	66+1	10	23	22	7	4
28	Patna	60	1	4	27	20	8
29	Raipur	47	4	8	17	13	5
30	Ranchi	47		13	15	16	3
31	SaltLake	55	2	14	24	8	7
32	Sambalpur	59+1	3	6	25	20	5
33	Shimla	89	2	7	19	52	9
34	Suri	50+1		3	16	23	8
35	Varanasi	53	1	3	19	22	8

#### 4. ELIGIBILITY CRITERIA FOR THE BIDDER

The eligibility criteria for the bidders are as under:

1. The Bidder must be a Limited Company, registered in India under the Companies Act 1956 or a Public Sector Undertaking/subsidiary of a Public Sector Bank.
2. The Bidder should be in the line of business for providing training on Technology at least for a period of last 3 consecutive years.
3. The Bidder should have a minimum annual turnover of ₹5 crores in the last 3 consecutive years (2009-10, 2008-09 & 2007-08) as per audited financial statements.
4. The Bidder shall have a positive Net Worth for the last three consecutive financial years (2009-10, 2008-09 & 2007-08).
5. In last 3 years, the Bidder must have conducted Finacle End User Training in at least one Public Sector Bank.
6. The Bidder should have minimum 25 experienced Faculty members for providing above training. The Faculty members should be well conversant with all modules of Finacle including Govt. Business.
7. The Bidder should have 10 Faculty members with equal experience in the pool who can be replaced in case of need.

## 5. SCOPE OF WORK

1. Awareness Programme for all the staff members on harnessing the power of technology is to be conducted at different branches/Zonal Offices/different departments of Head Office.
2. The said training programme should be for 2 days and be conducted at 2177 + branches, 35 Zonal Offices and different departments of Head Office.
3. The training programme will cover following topics:
  - a. Broad overview and functionalities of Finacle
  - b. Availability of different MIS Reports
  - c. Proper filling of MIS Codes in the database
  - d. Correction of already filled MIS Codes in the database
  - e. Proper filling of Security value in the database
  - f. Maintenance of Limit tree
  - g. Correction of repayment schedule and overdue position in the database
  - h. Alternate Delivery Channel Products launched by the Bank e.g.
    - i) Debit Cards
    - ii) E-banking
    - iii) Two factor Authentication & Verified by VISA
    - iv) ASBA
    - v) Tax Collection
    - vi) SMS banking
    - vii) Mobile Banking
    - viii) Online Share Trading
    - ix) RTGS/NEFT etc.
    - x) Awareness on phishing/pharming attacks

The above requirement is indicative and may vary based upon the actual requirement which will be communicated to the selected vendor in advance.

4. The selected vendor will have to provide one experienced resource at each branch/office for the above workshop, who is well conversant in imparting training covering above topics.
5. The Bank will provide necessary training about its different products to the faculty members of the selected vendor to ensure uniformity in imparting training to its staff members. Bank may call for additional training to the faculties of the selected bidder to keep them informed about the latest changes/updatons in the topics of the awareness programmes to be conducted by them. The selected bidder should ensure that their faculty members attend such additional trainings as and when called for by the Bank. The expenditure including boarding and lodging for attending the said additional training shall be borne by the bidder.
6. During aforesaid training the Bank will evaluate the quality of faculty members identified by the selected vendor and if they are below the desired level, those are to be replaced by the vendor.

7. The selected vendor has to deliver training manual covering topics mentioned above dully vetted by the Bank at each branch/office.
8. The selected vendor has to prepare branch wise training schedule for the branches/ offices of a zone in consultation with authorised officials of that particular zone and must send the same to the concerned Zonal Office at least 15 days in advance.
9. The selected vendor has also to inform the dates of training to the concerned branch at least 7 days in advance.
10. The selected vendor's personnel shall be available on site well before start of branch operation.
11. The vendor needs to maintain workshop completion documentation signed from respective branch heads – in case of branches /office heads- in case of Zonal Offices /departmental heads – in case of Head Office
12. The faculties of the vendor have to make their own arrangements for boarding/lodging & conveyance at each of the centre.

## **6. TENDER DOCUMENT AND FEE**

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of ₹3,500/- (Rupees Three Thousand Five hundred Only) in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata .

General Manager (IT)  
UCO Bank, Head Office-2  
3 & 4 DD Block, 5<sup>th</sup> Floor  
Sector-I, Salt Lake  
Kolkata – 700064  
Phone no: 033-23587290  
Fax no: 033-23595608  
E-Mail:: hocbs.calcutta@ucobank.co.in

The tender document may also be downloaded from the bank's official website [www.ucobank.com](http://www.ucobank.com) . The bidder downloading the tender document from the website is required to submit a non-refundable fee of ₹ 3,500/- (Rupees Three Thousand Five hundred Only) in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata , along with submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

### **6.1 EARNEST MONEY DEPOSIT**

The Bidder(s) must submit Earnest Money Deposit in the form of Demand Draft/Pay Order in favour of UCO Bank payable at Kolkata / Bank Guarantee as per Annexure-VII for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
Imparting Technology based training/Awareness to all Staff members of the Bank on harnessing the Power of Technology	₹ 4,00,000/-

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

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

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

## 6.2 CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT

The prospective bidders may attend a pre-bid meeting to be held as indicated in the Bid details - Control Sheet. Up to a maximum of 2 (two) authorized representatives of each prospective bidder will be permitted to attend the pre-bid meeting.

It has been decided to hold a Pre-Bid Meeting on the date, time and venue given in page no. 2 of RFP. Bidders are requested to send their queries relating to RFP to our office by e-mail/ fax / speed post / courier, well in advance (latest by 04.03.2011 up to 4.00 p.m.), so that the same could be discussed during the Pre-Bid meeting with interested Bidders. Further, at least 7 days time prior to the last date for bid-submission, The Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from the prospective Bidders, modify the RFP contents/covenants by amendment. Clarification /amendment, if any, will be notified on Bank's website. No individual communication would be made in this respect.

The Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the bidders in the meeting.

Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a bidder.

### 5.3 SUBMISSION OF OFFER –TWO BID SYSTEM

Separate Technical and Commercial Bids in duplicate (One Original and One Copy) duly sealed and super scribed "Quotation for "Awareness Programme for all staff members on harnessing the Power of Technology UCO Bank - Technical Bid"" and "Quotation for "Awareness Programme for all staff members on harnessing the Power of Technology UCO Bank - Commercial Bid"" shall be submitted as per bid details given in the RFP.

Sealed Separate Envelopes carrying Technical Bid and Commercial Bid should be put in a single sealed outer envelop and superscribed "Quotation for "Awareness Programme for all staff members on harnessing the Power of Technology UCO Bank "". This single sealed outer envelope should be dropped / submitted on or before the last date and time at the venue, given in Bid Detail- Control Sheet Table. Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder. Bid documents received by way of Fax/E-mail will not be considered for further technical evaluation. Offers received after due date or after the stipulated time of the due date or incomplete in any respect are liable to be rejected.

All envelopes must be super scribed with the following information:

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

#### ENVELOPE-I (Technical Offer)

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

#### ENVELOPE-II (Commercial Offer)

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

#### Note:

- If the outer cover/envelop are not sealed & super scribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.
- If any inner cover/envelop of a bid is found to contain both technical & commercial bids then that bid will be rejected summarily.
- If any outer envelope is found to contain only the technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.

### 5.4 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 Bidders risk and may result in rejection of the bid.

### **5.5 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.

## **6 EVALUATION AND COMPARISON OF BIDS**

The Bank will open the technical bids, in presence of Bidder's representative(s) (maximum two representatives per bidder) who choose to attend, at the time and date mentioned in Bid document on the date and venue mentioned in page 2. The bidder's representatives who are present shall sign the register evidencing their presence / attendance. In the event of the specified date of bid opening being declared a holiday for Bank, the bids shall be opened at the specified time and place on next working day.

### **6.1 TECHNICAL EVALUATION**

- a) The proposals will be evaluated in two stages. In the first stage, i.e. Technical Evaluation, the bidders will be shortlisted, based on the responses given by the bidders in response to RFP. In the second stage, the commercial bids would be evaluated to arrive at **the opening price (start price) for the Reverse Auction.**
- b) The Bank will evaluate the technical response to the RFP of bidders who are found eligible as per the eligibility criteria mentioned in the RFP. The Bidders need to achieve a cut-off score of 60% marks in both Table-A & Table-B of Annexure-V (Technical Evaluation Sheet) in order to eligible for Commercial bidding.
- c) 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/fax/e-mail seeking explanation.
- d) UCO Bank reserves the right to modify /amend the evaluation process at any time during the bid process, without assigning any reason, whatsoever and without any requirement of intimating the bidders of any such change.
- e) Technical bid evaluation methodology that UCO Bank would adopt is given below:
  - i) The requirements are given in Annexure -IV
  - ii) Marks would be awarded based on the response given by the bidder for the questionnaire given in Annexure-IV only. .
  - iii) The bidders should provide their response ('Y' or 'N') to the questionnaire in the column "Compliance" in Annexure-IV.
  - iv) The Response should be as per the table below.

Response	Description
Y	Yes, available
N	No, not available

- v) Response except 'Y' or 'N' is not acceptable. If any bidder provides response other than 'Y' or 'N', the same will be treated as 'Not Available' i.e. 'N'.

**Note:** Bidder should take adequate care while marking 'Y' or 'N' and should ensure that more than one response is not given against each sub section. Response given by the bidder should be marked within the concerned row and should not cross over to other rows.

- f) Basis for evaluation:

Marks will be allotted against each point mentioned in Annexure-V as per the score mentioned against each point.

The bidder needs to achieve a cut-off score of 60 % marks in both the Table-A & Table-B of Annexure V (Technical Evaluation Sheet) in order to qualify for the commercial evaluation stage.

UCO BANK may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and UCO BANK reserves the right for such waivers.

## 6.2 COMMERCIAL EVALUATION

Commercial Bids of bidders, who qualified in the technical evaluation stage, will be considered for participation in commercial Bidding.

The technically qualified bidders have to participate in the e-tendering process adopted by the Bank and comply with the procedure prescribed by the vendor appointed by the Bank for e-tendering. The business rules for reverse auction will be advised to the bidders who qualify in the technical bid. The technically qualified bidders will also be advised about the date of the reverse auction and the training for this purpose.

As regards the technically qualified Bidders, Bank reserves its right to open the price bids of all the technically qualified Bidders **before the reverse auction process to arrive at the opening price (start price) for the Reverse Auction.** However there would be no compulsion on the part of the Bank to accept these prices as Bench Mark for determining the Start Bid price and the Bank may at its discretion use any other process / methodology to determine the Start Bid Price without having to disclose the basis to the Bidders.

On completion of the Reverse Auction, the Bank will evaluate the resultant rate which will get precedence over the rate offered in the Price Bid submitted by bidders in case the rate in reverse auction is lower than the rate offered in the Price Bid.

After completion of reverse bidding, bidder quoting least price in Annexure-VI in Reverse Auction Process will be determined as L1 bidder.

- The Bank reserves its right for splitting the quantity between two or more selected bidders. The splitting of the order will be in 60:40 ratios, provided the L2 selected bidder agrees to match the prices quoted by L1 selected bidder and agrees for all the terms and conditions. Similarly if the bank decides to distribute among L1, L2 & L3 bidders, then the distribution of Purchase Order would be in the ratio of 40:30:30 respectively.
- Bidders other than "L1" bidder, in the order of their price bid ranking as "L2", "L3", "L4", "L5" & soon will be offered to match "L1" Bidder's price. First offer for matching the price with "L1" will be given to "L2" and then "L3" Bidders. Then the offer will be extended to "L4", "L5" and other qualifying Bidders. In the event of L2, L3, L4 etc. bidders not matching the L1 price, the entire quantity may be awarded to L1.

Different Bidders will get different branches/zones for imparting training as per the Bank's requirements. No Bidder can request for any particular branch/zones. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder/tenderer.

### **6.3 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/ tenderer.

### **6.4 Bank's right To Accept Any BID and to reject any or All BIDs / Cancellation of tender process.**

UCO BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be rejected summarily by The Bank.

### **6.5 No Commitment to Accept Lowest OR Any Offer/BID/Reverse Auction**

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 on the bidder/tenderer.

#### 7 CONTRACT PERIOD

The contract period for "Imparting Training for Awareness to all Staff members on Harnessing the Power Of Technology" will be for a period of One Year from the date of Agreement with an option to renew every year on the same terms and conditions subject to satisfactory performance of the selected bidder. The selected bidder need to execute a **Service Level Agreement (SLA)** with UCO Bank covering all terms and conditions of this RFP. SLA will cover performance and maintenance of time schedule and standard of training. The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving three month's notice without assigning any reason. Any offer falling short of the contract validity period (One Year from the date of Agreement) is liable for rejection.

#### 8 SCHEDULE OF IMPLEMENTATION

The selected Bidder(s) will be required to start the project within 15 days from the date of execution of contract and to maintain following quarterly training schedule.

Sl No	Quarter ending	No. of Branches/Offices/Departments to be covered
1	01/05/2011 to 30/06/2011	250
2	01/07/2011 to 30/09/2011	650
3	01/10/2011 to 31/12/2011	700
4	01/01/2012 to 31/03/2012	700

#### 9 TERMS OF PAYMENT:

Payment shall be released on monthly basis, by the concerned Zonal Office of the Bank in case of Branch/Office, under whose jurisdiction training has been imparted. For different department of Head Office, payment will be released by Head Office IT Department. Penalty, if any, shall be deducted as per the penalty clause, from the amount payable. 100% of the amount for conducting the training will be paid on successful completion of the training on submission of the following documents.

- a) Letter & Feedback Form from the head of the Branch/Office/Department for having conducted and completed 2 days training
- b) Invoice giving full details of the training
- c) Request letter for release of the payment

**Bank shall not pay any other** charges /taxes except the applicable Service Tax at the time of submission of bid. The Bank will **not** pay other taxes, Octroi or charges that appear or come in force at a later date, whatsoever. The payments to bidder shall commence only after a comprehensive Service Level Agreement is signed. No increase in taxes that come into force at a later date shall be borne by the Bank. However, the Bidder shall pass on any reduction in Service Tax rates to the Bank.

## 10 PAYING AUTHORITY

The payments shall be released by the concerned Zonal Office of the Bank in case of training imparted at Branch/Office. For training imparted at different departments of Head Office, payment will be released by Head Office HRM Department. However, Payment of the Bills would be payable, on receipt of required documents as mentioned above. It will be mandatory for the selected bidder(s) to enclose such satisfactory documents obtained from the concerned branches/offices/departments along with the bills submitted for payment.

## 11 ORDER CANCELLATION (TERMINATION)

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

- 11.1 The selected bidder commits a breach of any of the terms and conditions of the bid. The bidder goes into liquidation, voluntarily or otherwise.
- 11.2 An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- 11.3 If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- 11.4 If deductions on account of liquidated damages exceeds more than 10% of the Project Cost during the contract period.
- 11.5 After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- 11.6 UCO BANK reserves the right to recover any dues from the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

## **12 CONSEQUENCES OF TERMINATION**

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

12.2 In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO BANK, the selected bidder 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.

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

12.4 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.

## **13. LIQUIDATED DAMAGE**

In case the selected Bidder fails to complete the training programme as per the contract or does not perform the service(s) in accordance with the time schedule stipulated, the Bank, without prejudice to its other remedies, shall deduct from the Performance Guarantee and or Bills Payable to the vendor, liquidated damages, equivalent to 10% (ten percent) of the total consideration amount for incomplete branches.

## **14. DISPUTE RESOLUTION MECHANISM**

The Bank and the selected Bidder will have to make every effort to resolve amicably by direct informal negotiation between the respective Project Managers of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with the Contract.

If, the Bank's Project Manager and the Bidder's Project Manager are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they will have to immediately escalate the dispute to the senior authorized personnel designated by the Bidder and the Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and the Bank, the Bank and the

Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.

All questions, claims, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a Sole Arbitrator acceptable to both parties failing which the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the presiding arbitrator. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings. The cost and expenses of arbitration proceedings will be paid as determined by The Arbitral Tribunal. However the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission or by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner selected by the Party giving such notice. All notices shall be deemed to have been validly given on:

- i. The business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or
- ii. The expiry of five days after posting if sent by registered post with A.D. or
- iii. The business date of receipt, if sent by courier.

This RFP document shall be governed and construed in accordance with the laws of India. Arbitration proceedings shall be held at Kolkata, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

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

## **15. JURISDICTION**

The jurisdiction of the courts shall be Kolkata.

## **16. NOTICES**

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier.

Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

## **17. AUTHORIZED SIGNATORY**

The selected bidder shall indicate the authorized signatories who can discuss and correspond with UCO 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 resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with UCO BANK, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by UCO BANK.

## **18. FORCE MAJEURE**

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

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

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

## **19. CONFIDENTIALITY**

The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/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 UCO BANK;
- To only make copies as specifically authorized by the prior written consent of UCO 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.

## **20. CONFLICT OF INTEREST**

The Selected bidder shall disclose to UCO BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Selected bidder or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

## **21. 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.

## **22. PERIOD OF VALIDITY OF BID**

Bids 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 request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

## **23. ADDRESS OF COMMUNICATION**

Offers/bid should be addressed to the address given in page no: 2.

## **24. 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. UCO BANK may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and UCO BANK reserves the right for such waivers.

## **25. FORMAT FOR TECHNICAL OFFER/TECHNICAL BID**

The Technical offer/Technical bid must be made in an organized and structured manner in the following form:

- Index
- Covering letter
- Details of the bidder
- Credentials of Faculty Members
- Evaluation Sheet
- Details of offices/resident engineers
- Format of Power of Attorney for signing of bid (Not applicable for Limited companies)

- Undertaking for compliance on Scope of Work.
- Acceptance Certificate
- Valid Bank Draft/ Banker's Cheque/Bank Guarantee as EMD.
- Valid Bank Draft as Bid price if tender document is downloaded from Bank's website.
- Bidder's Financial Details (audited balance sheets etc.) and other supporting documents, as asked in the RFP.
- Technical offer/ Technical bid must include photocopies of relevant document/certificates for supporting claims and representations made by the bidder

All Claims made by the bidder will have to be backed by documentary evidence. UCO BANK may request the Bidder to demonstrate all the technical functionalities and features.

## **26. FORMAT FOR COMMERCIAL OFFER**

The Commercial offer/Commercial tender must not contradict the technical offer/Technical bid in any way. The suggested format for submission of Commercial offer/Commercial bid is as follows:

- The commercial offer should be quoted in Indian Rupees as per the format given in annexure -V.
- A statement that the bidder agrees to the Payment schedule given in the offer/bid.

## **27. COSTS OF PREPARATION & SUBMISSION OF BID**

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.

## **28. 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.

## **29. FIDELITY & SECRECY**

The bidder and its employees/personnel will strictly and individually undertake not to communicate or allow to be communicated to any person or divulge in any way any information relating to the process of commissioning of CDs and all information whatsoever concerning or relating to the Bank/concerned Branch and its affairs to which the said employees/personnel will have access in the course of performance of the contract.

The bidder shall be responsible for Cash losses/shortages/discrepancies due to act of dishonesty, fraud, misappropriation, embezzlement of cash by its employee(s). Under such circumstances bidder will have to make up entire loss incurred by the Bank.

Secure recruitment procedures must be adopted with police clearance for all

personnel's engaged for cash management services and housekeeping services etc. Identity cards duly attested by authorized officials of the bidder must be issued for all staff attending cash management Calls.

### **30. INDEMNITY**

The bidder shall indemnify the Bank and be liable for any loss incurred by the bank due to improper functioning of their employees / personnel while undertaking contracted job. The total liability of the bidder for such loss shall depend upon the nature and amount of loss incurred by the bank due to improper functioning of their employees / personnel while undertaking contracted job.

(Tender offer forwarding letter)

Tender Reference No.: \_\_\_\_\_

Date: XX . XX . 2011

The General Manager (IT)  
UCO Bank,  
Department of Information Technology (DIT),  
Head Office II, 7<sup>th</sup> Floor, 3 & 4 DD Block,  
Sector -1, Salt Lake City, Kolkata -700064

Dear Sir,

**Sub: Your RFP for "Selection of Technology Training Firm for providing Awareness to all Staff members on Harnessing the Power of Technology" Ref No. RFP No. IT-2207/2010-11 dated 25/02/2011.**

With reference to the above RFP, having examined and understood the instructions including all annexures, terms and conditions forming part of the Bid, we hereby enclose our offer for **providing Awareness to all Staff members on Harnessing the Power of Technology** as mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by the bank we undertake to commence assigned job as per the terms & conditions of your purchase orders.

In the event of our selection by the bank for providing "Awareness to all staff members on harnessing the Power of Technology", we will submit a Performance Guarantee for a sum equivalent to 10% of annual contract value for a period of Five years effective from the month of execution of Service Level 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 Demand draft(s)/Bank Guarantee:

1. DD No. dated for ₹3,500/- (Rupees Three thousand five hundred only) as Cost of RFP Document &
  2. DD No. dated for ₹4,00,000/- (Rupees Four Lacs only) as EMD.
- Or

Bank Guarantee of ₹ 4,00,000/- (Rupees Four Lacs only) issued by XXX Bank, as EMD

Above/Both DD/s is/are issued in favour of UCO Bank by.....

Bank,..... Branch payable at Kolkata.

Dated this \_\_\_\_day of \_\_\_\_\_2011

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

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

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

**Company Profile****Annexure – II**

Sl No	Particulars		
1	Name of Company		
2	Address of Registered Office		
3	Date of incorporation of the Company		
4	Date of commencement of Business		
5	Location of other Offices/ Training Centres		
6	PAN Number (attach copy of PAN Card)		
7	Service Tax Registration (attach copy of certificate)		
8	Name & Address of the Banker		
9	Paid up Capital (Rs. In Cr.) (as on 31.03.2010)		
10	Free Reserve (Rs. In Cr.) (as on 31.03.2010)		
12	Net Profit (Rs.in Cr.)	2009-10	
		2008-09	
		2007-08	
13	Total Turn Over of the Company (Rs. In Cr.)	2009-10	
		2008-09	
		2007-08	

14	Details of Order Execution	Name of Bank/Organisation	Period of contract (from ... to...)	No. of users trained	Order Value
15	Infosys Certification for Finacle Training				
16	No. of Permanent Faculty				
17	Contact Person for all enquiries for this tender	Name :			
		Designation :			
		Telephone No:			
		Mobile No. :			
		e-mail address:			

Signature of Authorised Representative

(Name & Designation) (with seal)

Date



### Evaluation Criteria

1	Constitution of the Bidder	Compliance of Clause 3.1 under Eligibility Criteria	Compiled/Not compiled with (Y/N)
2	Line of Business	Bidder should be established in the business of providing training on technology for at least three consecutive years. (Clause 3.2 of Eligibility Criteria)	
3	Permanent Account No	Please attach Xerox copy of PAN Card	
4	Income Tax Clearance Certificate	Please attach Income Tax Clearance Certificate	
5	Service Tax Registration	Please attach copy of Service Tax Registration certificate	
6	Service Tax Clearance Certificate	Please attach Service Tax Clearance Certificate	
7	Name and address of Banker	To be Furnished	
8	Audited Balance Sheet & Profit Loss A/c for last 3 years	Please attach copies of Audited Balance Sheet & Profit Loss A/c for 2009-10, 2008-09 , 2007-08	
9	Net Worth of the Bidder		
10	Turnover of the Bidder	Compliance of Clause 3.3 under Eligibility Criteria	
11	PSU Bank Order Execution	Compliance of Clause 3.5 under Eligibility Criteria (copy of Purchase Orders to be submitted)	
13	Branch/Support Network	Compliance of Clause 3.7 under Eligibility Criteria	
14	Infosys Certified Finacle Training Provider	Certificate from Infosys Technologies in this respect	
15	Particulars of experienced Faculty	Compliance of Clause 3.6 under Eligibility Criteria (please furnish particulars of faculty as per Annexure II)	
16	Cost of Tender	Submission of requisite cost of Tender in the form of Bank Draft as per Clause 5 of RFP	
17	Earnest Money Deposit	Submission of requisite EMD in the form of Bank Draft as per Clause 5.1 of RFP	
18	<b>Security Deposit</b>	<b>The Bidder should expressly undertake to fulfill the provisions of Clause 8 of RFP</b>	
19	Undertaking	Undertaking to comply terms under Clause 3 & Clause 8	

**Annexure -V**

## Technical Evaluation Sheet

**Table-A**

SI No	Evaluation Criteria	Max. Points	Experience in years	Marks
<b>1</b>	Experience in providing training on Technology	<b>10</b>		
1a	5 points for 3 years experience.	5		
1b	Additional 1 point for each additional year experience	5		
			<b>Total Turnover (Rs.in Cr.)</b>	
<b>2.</b>	Turnover	<b>10</b>		
2a	5 points for turnover of ₹ Rs.5 Crore in last 3 consecutive years.	5		
2b	additional 1 point per additional ₹1 Crore during such period	5		
			<b>Training in No. of Public Sector Banks</b>	
<b>3.</b>	Conducted Finacle End User Training	<b>10</b>		
3a	5 points for One Public Sector Bank	5		
3b	Additional 5 points for more than One Public Sector Bank	5		
			Infosys Certification(Y/N)	
<b>4.</b>	Infosys Certification No points if not certified Finacle Trainer	<b>10</b>		
			<b>Total No of Faculties</b>	
<b>5.</b>	No. of Faculty Member	<b>40</b>		
<b>5a</b>	Upto 25 Faculty Members No Point	<b>0</b>		
<b>5b</b>	20 Points per additional 10 Faculty Members	40		

			No. of Office/resident engineer at bank's Zonal Offices	
<b>6.</b>	Office Net work	<b>20</b>		
<b>6a</b>	Offices/resident engineers/resident faculty members at 35 to >=20 locations of Zonal Offices of the Bank	<b>20</b>		
<b>6b</b>	Offices/resident engineers/resident faculty members at < 20 & >=10 Zonal offices	<b>15</b>		
<b>6c</b>	Offices/resident engineers/resident faculty members at < 10 & >=5 Zonal offices	<b>10</b>		

**Table-B**

<b>Sl No</b>	<b>Evaluation Criteria</b>	<b>Max. Points</b>	<b>Qualification of Faculty Members</b>	<b>Marks</b>
<b>1.</b>	Qualification & Experience of Faculty Members (Max. 4 points for each faculty)	<b>100</b>		
1a	½ point per completed year of banking experience for each of the faculty.			
1b	½ point per completed year of Finacle experience for each of the faculty.			
1c	1additional point per faculty with professional qualification of CAIIB (½ point per part) or MCA/MBA.			
1d	2 additional points per faculty who is having FINACLE certification			

## Annexure VI

## Commercial Bid

Sl. No.	Name of the Training programme / Batch Name	No. of branches/ Office (A)	Unit rate per branch (₹) (B)	Rate and Amount of Service tax, if any (C)	Total Cost per Branch (incl. of taxes, if any) (₹) D=(B + C)	Total price (₹) (E=A*D)
1	Awareness Programme for all staff members of the branches/offices at branch/office locations for 2 working days	2300				

**NOTE :-**

Rates to be quoted in Indian rupees (rounded off to nearest rupee).

Rates quoted by Bidders should be inclusive of all expenses i.e. boarding, lodging and travel etc. for the faculty sent to impart training and visit to UCO Bank, Head Office, as and when required.

**Signature of Authorised Representative**

**(Name and Designation with seal and date)**

**Format for Bank Guarantee**

To

UCO BANK,  
Department of Information Technology,  
7<sup>th</sup> Floor, 3 & 4 DD Block,  
Sector-I, Salt Lake, Kolkata - 700064

Dear Sirs,

In response to your invitation to respond to your RFP for Selection of Technology Training Firm for providing Awareness to all staff members on Harnessing the Power of Technology, M/s \_\_\_\_\_having their registered office at \_\_\_\_\_(hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for Site Development and Supply & Installation of Cash Dispensers and to provide related services as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the \_\_\_\_\_Bank having our head office \_\_\_\_\_hereby irrevocably guarantee an amount of **₹4,00,000/-**(Rupees Four Lacs only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

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

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

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

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed **₹4,00,000/-**(Rupees Four lacs 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 \_\_\_\_\_.

**Format for Performance Bank Guarantee**

To: M/s UCO Bank having its Head Office at 10, B.T.M.Sarani, Kolkata-700001 WHEREAS ..... (Name of Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated,..... 20\_\_. FOR Providing Awareness to all staff members on Harnessing the Power of Technology (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein, as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....

Signature and Seal of Guarantors

(Supplier's Bank) .....

Date.....

Address:.....