

Request for proposal for Handholding Support at Branches in implementation Of Finacle under CBS Project

Bid Details		
1.	Date of commencement of sale of Bidding Document	05.05.2008
2.	Last date and time for sale of Bidding Documents	12.05.2008
3.	Pre-Bid query	15.05.2008
4.	Last date and time for receipt Of Bidding Document	30.05.2008 at 4PM
5.	Date and Time of Technical Bid Opening	30.05.2008 at 5 PM
6.	Place of opening of Bids	General Manager UCO Bank, Head Office – 2, 7 th Floor Department of Information Technology, 3 & 4 DD Block, Salt Lake, Sector - I Kolkata 700 064
7.	Address for communication	As above
8.	Cost of RFP	Rs.5000/- /- in the form of Demand Draft in favour of UCO Bank payable at Kolkata. The DD should be submitted in person at the time of submission of bid.
9.	Contact to Bidders	Interested Bidders are requested to send the email to hodit.calcutta@ucobank.co.in hocbs.calcutta@ucobank.co.in containing following information, so that in case of any clarification same may be issued to them, Name of Company, Contact person, Mailing address with Pin Code, Telephone No. , Fax No. , Email address, Mobile No. Etc.

Note: Bids will be opened in presence of the bidders' representative who choose to attend

1. PURPOSE

1.1 UCO Bank, hereinafter referred to as “The Bank” or UCO Bank is in the process of implementing Core Banking Solution with Finacle application package and about 1000 Branches of our bank will be in Finacle by 30.06.2008. The Bank is planning for further roll out of remaining 900 to 1000 Branches during a period of one year at various branches in the country. In the process of implementation, we require handholding support of two resources for a period of two weeks from the date of migration to Finacle at each branch. We require such support from 2nd week of July 2008 onwards for about 1000 branches on continuous basis.

1.2 The purpose of RFP is to define the scope of work and solicit proposals from qualified vendors to provide handholding support to CBS branches .

1.3 Technical & Commercial bids are invited from vendors for providing handholding support to branches migrated from old systems to Finacle (CBS) & new branches

2. SCOPE OF WORK

The handholding support is to be provided to the branches migrated from old system to Finacle (CBS) at different branches of the Bank across the country. The list of branches shall be provided to the successful bidder at the time of placing the order. The details of the work to be carried out are as under:

- Complete handholding by Vendor's personnel at branches of the Bank to all end users in implementation of all modules in Finacle including User Creation/modification, Customer creation, SB, CA, CC, OD, TD, TL, Clearing, Remittances, Bills, Trade Finance, L/C, BG, Inventory Management, CMS, GBM, Loan Originating System, EOD/BOD activities, Office Accounts maintenance, Government Business Reports generation and printing, printing of Passbook/Pass Sheet/DD/PO/FDRs etc.
- Providing next level of support to Vendor's personnel on site in resolving issues within committed time frame of 45-60 minutes.
- Vendor's personnel shall be available on site one day before branch going live under CBS and shall provide services upto the end of the second week there from.

The Vendor's personnel on site shall attend to all the queries/complaints relating to Finacle implementation in various modules immediately and in case of complicated/complex issues the vendor shall provide resolution thereof within committed resolution time of 45-60 minutes. The vendor shall ensure that faults and failures intimated by UCO Bank as above are set right with utmost quickness and urgency.

3. Eligibility of the Bidder

1. The Bidder submitting the offers should be having a turnover of Rs 50 lakhs & above per year in the last three years i.e. 2005-2006, 2006-2007 and 2007-2008. This must be individual (not parent company) company's turnover and not that of any group of companies.

2. The Bidder should have experience for providing handholding support to the banks where Finacle (CBS) is implemented in Public Sector bank. The Bidder should provide the details of such jobs with documentary evidence
3. The bidder should have the capability to undertake the job anywhere in India. Preference may be given to such vendors. In case, they are not able to offer service across India, they should specify the states / areas, where they can provide such service.

4. TERMS AND CONDITIONS

While submitting quotations, please take into account the following points:

1. Minimum no of two resources for handholding shall be provided at each old branch & at least one resource at new branch for two weeks.
2. Rates to be quoted must be inclusive of all expenses i.e. boarding, lodging, travel etc for the resources being sent plus Service Tax.
3. Financial statements of the company (Balance Sheet) for the last three years should be submitted along with the company profile and proof regarding past experience in providing such support to other banks.

5. Quality of Handholding Support

The vendor should provide the services of well trained personnel only to the branches & obtain the certificate on completion of the handholding support from the Head of the branch and counter signed by the Zonal Offices.

6. Penalty/Liquidated damages

In case the vendor fails to provide necessary proper support resulting in customer complaints because of lapses on their part, within the aforesaid period of time, then the vendor shall pay to UCOBANK, by way of penalty in the form of liquidated damages, a sum equivalent to Rs. 1000/- per branch, for each day of complaint, in respect of the branch, where the complaint has arisen. However the maximum liability of the vendor for the above liquidated damages shall be limited to the total amount due to the vendor under the purchase order issued by the Bank consequent to this RFP and completion of selection process thereafter of the Bank.

If the Vendor fails to complete the due performance of the contract in accordance to the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or recover a suitable amount as deemed reasonable as **Penalty / Liquidated Damage** for non-performance. Both the above **penalties are independent** of each other and are applicable separately or concurrently

7. Fidelity & Secrecy:

The vendor and its employees/personnel will strictly undertake not to communicate or allow to be communicated to any person or divulge in any way any information relating to ideas, concepts, know-how, techniques, data, facts and figures and all information whatsoever concerning or relating to the Bank and its affairs to which the

said employees have access in the course of performance of contract. Such employees shall also execute letters of fidelity and secrecy as may be required by the Bank.

8. Indemnity

The vendor shall **indemnify the Bank** and be **liable for loss** due to improper functioning of their personnel while providing handholding support at branches. The total liability of the vendor under the contract shall not exceed the total order value placed on the said vendor

9. Inspection of proposed handholding support

UCO Bank reserves its right to carry out a inspection for performance evaluation regarding the quality of support provided by Vendor's personnel during their stay at the branch .

10. Initiating Handholding Activity

Handholding activity will start for two weeks from the date of migration of the branch which will be intimated to the vendor well in advance.

11. COST OF BIDDING

The bidder shall bear all the costs associated with the preparation and submission of bid and Bank will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

12. BIDDING DOCUMENT

The bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in the Bidding Document. Submission of a bid not responsive to the Bidding Document in every respect will be at the bidder's risk and may result in the rejection of its bid without any further reference to the bidder.

13. AMENDMENTS TO BIDDING DOCUMENTS

At any time prior to the deadline for submission of bids, the Bank may, for any reason, modify the Bidding Document by amendments at the sole discretion of the Bank. Amendment(s), if any, will be uploaded at our website or to be communicated individually through e-Mail. All the prospective bidders should check for it on website, before submission of their final proposal. The amendment(s) will be binding on them.

In order to provide, prospective bidders, reasonable time to take the amendment into account in preparing their bid, the bank may, at its discretion, extend the deadline for submission of bids.

14. PERIOD OF VALIDITY

Bids shall remain valid for six month from the date of bid opening prescribed by the Bank. A bid valid for shorter period shall be rejected by the Bank as non-responsive.

15. BIDDING PROCESS (TWO STAGES)

Bidding process which Bank will adopt will consist of separate distinct phases of technical and commercial evaluation. Accordingly, bidders are requested to submit two separate sealed envelopes, One containing the “technical bid “ without the price information and the other containing the “commercial bid” with the price information.

The technical and commercial bids should be submitted in the enclosed structured response formats along with all supporting documents.

The bank will first evaluate the Technical bid and inform the bidders. Only those bidders who meet the minimum qualifying criteria from the Technical evaluation stage would be eligible for opening of their corresponding commercial bid. The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized by him. The authorization shall be indicated by a written power of attorney accompanying the Bid. All pages of the Bid shall be duly stamped and initialed by the person(s) signing the Bid. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections shall be duly stamped and initialed by the person(s) signing the Bid.

16. SUBMISSION OF BIDS

For the above purpose interested Vendors are requested to submit their quotations in sealed cover superscripted as “Quotation for providing support in Finacle implementation “ and send to us on or before 30.05.2008 ,4.00PM . The sealed covers shall be opened on the same day at 5.00 PM for which Vendors presence is also required at the following address:

The bid should be addressed to the Bank at the following address up to the date and time mentioned on page 2 of this document, along with a cost of RFP **Rs.5000/-** by Pay order/ Demand Draft favouring UCO Bank payable at Kolkata

The General Manager (IT)
UCO Bank ,Head Office
5th Floor
3&4 DD block, Sector –I,
Salt Lake
Kolkata-700064.

17. DEADLINE FOR SUBMISSION OF BIDS

Bids must be received by the Bank at the address specified in the Bid Document not later than the specified date and time as specified in the Bid Document. In the event of the specified date of submission of bids being declared a holiday for the Bank, the bids will be received up to the appointed time on next working day.

The Bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with clause 13, in which case all rights and obligations of the

Bank and bidders previously subject to the deadline will thereafter be subject to the deadline extended.

18. LATE BIDS

Any bid received by the Bank after the deadline for submission of bids will be rejected and/or returned unopened to the Bidder, if so desired by him.

19. MODIFICATIONS AND/OR WITHDRAWAL OF BIDS

- Bids once submitted will be treated, as final and no further correspondence will be entertained on this.
- No bid will be modified after the deadline for submission of bids.
- No bidder shall be allowed to withdraw the bid, if the bidder happens to be a successful bidder.

20. CONTENT OF DOCUMENTS TO BE SUBMITTED

Documents under sealed cover required for Technical Bid :

- i. Bidder's information as per format for submitting Technical Bid.
- ii. Cost of RFP Rs. 5000/- in the form of DD/Pay Order.

21. BID OPENING AND EVALUATION

The Bank will open the technical bids, in the presence of Bidder's representative(s) who choose to attend, at the time and date mentioned in Bid document at the address mentioned at clause-16.

The bidder's representatives who are present shall sign register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for Bank, the bids shall be opened at the appointed time and place on next working day.

TECHNICAL BID will be opened and evaluated. Bidders satisfying the technical requirements as determined by the Bank and accepting the Terms and Conditions of this document shall be short-listed. Bank reserves the right to accept or reject any technology proposed by the bidder without assigning any reason thereof. Decision of the Bank in this regard shall be final and binding on the bidders.

Commercial bids of those bidders whose technical bids are found suitable by the Bank shall only be called.

The contract will be awarded only to the successful bidder(s) after final evaluation of commercial bid (will be referred to as L1), as per the CVC guidelines.

Bank reserves the right to negotiate with L2, L3 etc. if L1 fails to comply with the terms and condition of the order and or is not able to offer service at all locations and or not provided solution in schedule time as per bank's requirement.

Considering 1000 Finacle Branches to be implemented with an average number of users per branch of around 10, who have to be provided with handholding support, and subject to the condition that the L-2 bidder is agreeable to match the price quoted by the L-1 bidder, the bank reserves the right to distribute the work in such a way that the same is done in a fair transparent and equitable manner, if in the

opinion of the bank the volume of the work to be executed is too high for the L-1 bidder alone to carry out then the Bank may distribute the Handholding support work between L1 & L2 in the ratio of 60:40.

22. BANK GUARANTEE:

The successful bidder in respect of technical bid as well as commercial bid, within 30 days of receiving the Contract will have to furnish a Bank Guarantee to UCO Bank, amount equivalent to 15% of total order value for a period of one year .However; the purchase order will be released in stages.

The Bank Guarantee shall act as a security deposit and either in case the vendor is unable to provide handholding support as per Bank's requirement the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Bank Guarantee in case the vendor is not able to meet the conditions of the Contract, within the stipulated time. This is independent of the penalties on the Service Level Agreements.

23. CLARIFICATIONS OF BIDS

To assist in the examination, evaluation and comparison of bids the Bank may, at its discretion, ask the bidder for clarification. The response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

24. PRELIMINARY EXAMINATION

The Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information has been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are in order.

The bid determined not substantially responsive will be rejected by the Bank.

25. CONTACTING THE BANK

Any effort by bidder to influence the Bank in the Bank's bid evaluation, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Bank's decision will be final and without prejudice and will be binding on all parties.

26. BANK'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

The Bank reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the Bank's action.

Bank reserves the right to empanel a single vendor or a panel of vendors provided the other vendors are ready to match the price of L1 vendor.

27. SIGNING OF CONTRACT

The successful bidder(s) shall be required to enter into a Service level Agreement (SLA) with UCO BANK within the stipulated period to be finalized before the signing of the contract.

28. TERMINATION OF THE CONTRACT

The Bank reserves the right to terminate the contract on one month notice period in the event :

- The Bidder's performance is not upto the mark & upto full satisfaction of the branches & respective Zonal offices in providing handholding support to the branches.

In addition to the cancellation of order, UCO Bank reserves the right to appropriate the damages by foreclose the bank guarantee given by the vendor on acceptance of the offer.

29. GOVERNING LAWS AND DISPUTES

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If however the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of the courts at Kolkata.

The Vendor shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in written by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained.

The venue of the Arbitration shall be Kolkata.

30. USE OF CONTRACT DOCUMENT AND INFORMATION

The vendor shall not, without the Bank's prior written consent, make use of any document or information provided by the Bank in Bid document or otherwise except for purposes of performing contract.

31. ASSIGNMENT

The vendor shall not assign, in whole or in part, it's obligations to perform under the contract, except with the Bank's prior written consent.

32. DOCUMENTATION

Vendor has to prepare the documents giving brief detail of the handholding support done by him with the sign of Incumbent In-Charge of the particular branch as a documentary proof for evaluating the performance of the vendor. The document must be submitted at respective ZO & after their counter signature it should be submitted to Head Office along with bill for its payment.

33. PLACEMENT OF ORDER AND ACCEPTANCE

The vendor shall give acceptance of the order placed on it within 3 days from the date of order, failing which, the Bank has right to cancel the order.

34. OUTSOURCING OF THE WORK

The vendor shall not be allowed to outsource the work order to any third party.

35. LETTER OF UNDERTAKING FOR NON-DISCLOSURE

Vendor must provide the letter of Undertaking for non-disclosure of any information of the Bank at the time of contract.

36. PUBLICITY

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

37. CANCELLATION:

The bank reserves the right to cancel the contract placed on the vendor and realize Compensation on the following circumstances:

- (a) The vendor **commits a breach** of any of the terms and conditions of the offer.
- (b) The vendor goes into **liquidation voluntarily** or otherwise.
- (c) An **attachment is levied** or continues to be levied for a period of 7 days upon the effects of the offer.
- (d) The performance of the vendor's personnel in providing handholding support is found to be **unsatisfactory**.
- (e) If deductions on account of **liquidated Damages** exceeds more than 10% of the total contract price.

If the vendor **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 vendor is bound to make good the additional expenditure, which the Bank may have to incur in executing the balance of the contract. This clause is applicable, if for any reason the contract is cancelled.

38. Dispute Resolution Mechanism

The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.*
- b. The matter will be referred for negotiation between Asstt. General Manager of UCO BANK (I T)/Purchaser and Mr. _____ of the Vendor. The matter shall then be resolved by them and the agreed course of action documented within a further period of 15 days.*

In case of any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with

the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint 1 arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

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

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

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

The provision under this section survives the Contract/Agreement.

Format for submitting Technical Bid

A. Profile of Vendor

1. Name of vendor:

2. Location

Regd. Office:

Controlling Office:

3. Constitution

4. Date of incorporation/commencement of business:

5. Main Activity:

(Whether providing Finacle hand holding support is the main activity)

6. Major change in management in last three years

7. Names of Bankers

B. Financial Position of Vendor for the last three financial years

	2005-06	2006-07	2007-08
Paid up capital			
Tangible Net Worth (excluding revaluation reserve)			
Total Outside Liabilities/Tangible Net Worth			
Net Sales for the Company as a whole.			
Out of the above Net Sales, Net Sales from services			
Gross Profit			
Net Profit (Profit After Tax)			
<i>Summary of Financial Position and working results</i>			
Growth in Operations (%)			
Growth in profitability (%)			

C. Proposed Service details in brief (for hand-holding support at Finacle Branches)

- Description of service
- **Details of similar service provided to banks in India specifying the number of Banks and branches**
 - **In PSU banks**
 - **In non-PSU banks**

D. Delivery Capabilities:

- Training profile of the personnel proposed to be made available to UCO Bank:

Category	Certification for 'Finacle' Training for a duration of	No. of Personnel
1	< One Week	
2	One week	
3	>One – Two weeks	
4	>Two-Four weeks	
5	>Four – Six weeks	
6	> Six weeks	
	Total no. of personnel	

Category	Knowledge profile	No. of personnel
1	Finacle excluding Trade Finance & CMS	
2	Finacle including Trade Finance excluding CMS	
3	Finacle including Trade Finance and CMS	
4	3 as above with Govt. Business Module from Accel Frontline	
5	4 as above with knowledge in Loan origination System from Sysarc(LAPS)	
6	5 as above and ability to provide support for customized items	
	Total no. of personnel	

- **Hand holding Experience profile of the personnel to be made available to UCO Bank:**

Category	Experience in yrs.	No. of Personnel
1	No experience	
2	< 6 months	

3	6 months - < 1 yr	
4	1-2 yrs	
5	2-3 yrs	
6	>3 yrs	
	Total no. of personnel	

- Past experience of the company in hand holding support:

Category	Past experience in hand holding support at	Mention the no. of branches implemented in relevant row (ANYONE)
1	No experience	
2	< 10 branches	
3	>10-20 branches	
4	>20 – 50 branches	
5	>50 - 100 branches	
6	> 100 branches	

- Next Level of assistance/support available to on site personnel from the Vendor during hand holding:

Category	Estimated time for resolution of issues	Mention the committed resolution time in relevant row (ANYONE)
1	Upto 30 minutes	
2	30-45 minutes	
3	45-60 minutes	
4	60-90 minutes	
5	>90 minutes	

Annexure C - Tender offer cover letter

Date: _____ 2007

Tender Reference No.: _____

To:

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake Handholding support to branches as mentioned in the RFP document for Technical bid and made part of this tender.

We understand that the RFP provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder.

If our tender offer for Technical bid is accepted, we undertake to participate in commercial bid for providing Handholding support to branches within _____(Number) days.

If our tender offer for Commercial Bid is also accepted, we undertake to commence handholding support to branches as per your programme .

If our tender offer is accepted, we will obtain the guarantee of a bank for a sum of 10% of the order for the due performance of the Contract.

We agree to abide by this tender offer till 180 days from the date of tender opening and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender offer, together with the Bank's written acceptance thereof and the 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.

Dated this ____ day of _____ 2008

Signature: _____

(In the Capacity of:) _____

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