

Request for Proposal (RFP)
For
Selection of Application Service Provider (ASP) for
e-Procurement and Reverse Bidding Solution



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

RFP REF NO: UCO/DIT/1016/2015-16 Date: 29/09/2015

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 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 Application Service Provider (ASP) for e-Procurement and reverse bidding solution. It should not be reused or copied or used either partially or fully in any form.

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Section-I: Bid Details-Control Sheet Table

1.	Tender Reference	UCO/DIT/1016/2015-16
2.	Date of issue of RFP	29/09/2015
3.	Pre-Bid queries to be received by fax / email /post on or before	13/10/2015
4.	Reply to Pre-Bid queries	Will be published in Bank's website
5.	Last date, time & Venue for submission of Bid Documents	28-10-2015, 3.00 PM at : UCO Bank, Head Office-2, Department of Information Technology 5th Floor, 3&4 DD Block, Sector-1, Salt Lake, Kolkata 700 064 (Bid documents should be dropped in the Tender Box kept at 5th Floor)
6.	Date and Time of Technical Bid & Commercial Bid Opening	1. Technical Bid: 28-10-2015 at 3.30 PM 2. Date of Commercial Bid opening will be intimated to the bidder (s) qualifying in Technical Bid
7.	Place of opening of Bids	UCO Bank, Head Office-2, Department of Information Technology 5th Floor,3&4 DD Block,Sector-1, Salt Lake, Kolkata 700 064
8.	Address for communication	Deputy General Manager IT, BPR & BTD (eBanking & mBanking) UCO Bank, Head Office-2, Department of Information Technology 7th.floor, 3&4 DD Block, Sector-1, Salt Lake, Kolkata 700 064 E-mail: hocbs.calcutta@ucobank.co.in
8.	Cost of RFP document	Rs5,000/- in the form of Demand Draft/Bankers' Cheque/Pay Order in favour of UCO Bank payable at Kolkata. It should be submitted along with the Technical Bid.
9	Earnest Money Deposit (EMD)	Rs2,00,000/- in the form of Bank Guarantee in favour of UCO Bank and shall be valid for 180 days from the date of submission.

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 3:30 p.m. on the next day.

SECTION – II: INVITATION FOR BIDS (IFB)

1 Introduction

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, hereinafter called “The Bank”, is one of the leading public sector Bank in India having over 3000 branches, spread all over the country.

UCO Bank carries out procurement processes from time to time for various items / products to meet requirements of its offices / branches across the country. The Bank now proposes to conduct online e-Procurement by hiring an e-procurement service provider and using the service provider's infrastructure (like web portal, hardware, software and services) for managing & conducting the e-Tender events in order to achieve cost and time savings, process efficiencies and transparency in business interactions with its suppliers.

Against this backdrop, UCO BANK invites Request for Proposal (RFP) from the prospective Application Service Providers (ASP) having proven past experience and competence in the field of conducting online e-Tendering events for providing e-procurement services to the Bank on Rate Contract basis.

2 Rate Contract:

The selected bidder(s) must execute a rate contract agreement with UCO Bank. The selected bidder(s) is/are required to keep the quoted price for the items fixed and constant for a period of three years from the date of the contract. The selected bidder(s) must undertake to pass on the benefit of offers / promotions and subsequent reduction in the price and / or reduction in taxes, duties payable in this connection. **UCO Bank reserves the right to extend/reduce the period of rate contract at its sole discretion. Any offer falling short of the validity period is liable for rejection.**

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

Conditional tenders shall not be accepted on any ground and shall be summarily rejected.

SECTION – III: ELIGIBILITY CRITERIA OF THE BIDDER

Sl. No.	Clause	Documents Required
A	The bidder must be a Limited Company, registered in India under the companies Act 1956 / 2013 (Proof required).	Certificate of Incorporation
B	The bidder should be principal service provider of e-Procurement services and should support during the period of contract with the Bank.	Supporting testimonies to be submitted.
C	The bidder should be profit making company/firm and should have posted Net Profit at least for 2 years out of last 3 Financial Years, i.e. 2012-13, 2013-14 & 2014-15.	Audited Balance Sheets for last 3 years i.e 2012-13, 2013-14, & 2014-15 to be submitted. Or
D	The bidder should have minimum Net Worth (capital + reserves – accumulated loss if any) of Rs.50 Lac for the last 3 Financial Years i.e. 2012-13, 2013-14 & 2014-15 to apply.	Certificate from Chartered Accountant stating Profit & Loss/ Networth and Turnover of the Company for last 3 financial years i.e 2012-13, 2013-14, 2014-15 to be submitted.
E	The bidder should have a minimum yearly turnover of Rs.2 crores per year during last 3 Financial Years i.e. 2012-13, 2013-14 & 2014-15.	
F	The bidder should have a minimum of 2 years experience in the field of e-procurement for corporate clients, Government/PSU/Banks in India and the Bidder shall provide references of at least five (05) successfully completed sourcing projects of which at least two (02) should be Govt. Depts. /PSU/Banks.	Supporting testimonies from the clients, viz., copy of purchase / work orders.
G	The bidder should have conducted at least 100 e-procurement/reverse auction incidents per year during the previous two years, i.e. 2013-14, 2014-15.	Related Work Order copies to be submitted.
H	Service Provider should be ISO: 9001 or ISO: 27001 or equivalent certified company for creating Marketplace and conducting of e-procurement activities.	Enclose the copy of the requisite certificate.
I	The Bidder should have their Data Centre located in India with a suitable DR setup for Business Continuity at a different seismic zone, with required hardware and software, application software etc.	Supporting documents to be submitted.
J	The Bidder shall have complete IPR (Intellectual Property Rights) to the software.	A declaration stating the same and certifying that there is no

		other legal claims on the software or the IP have to be submitted along with technical bid.
K	The e-procurement solution proposed by the Bidder and related systems should conform to the requirements of the IT Act 2000 / 2008 including all amendments.	Self declaration to this effect should be submitted along with the technical bid.
L	Any bidder, who is already debarred / blacklisted by the Central/Any of the State Governments in India or any Financial Institution for non-performance or any other reason, is not eligible to participate.	An undertaking to this effect in the company's letterhead.

Note: Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the already submitted documents, if required.

Bidders who fulfill the above eligibility criteria should only respond to the RFP. Offers received from the bidders who do not fulfill all or any of the above eligibility criteria are liable to be rejected. The Bank reserves the right to interpret the documents/proof of eligibility submitted by the bidders and may choose to accept / reject the proof of eligibility or may also call for further clarification with respect to any documents submitted by the bidder. The experience and expertise of the bidder, field record of satisfactory services, and Bidder's compliance with all these requirements must be substantiated with credible documentary proof such as customer Purchase/Work Orders with dates and audited Balance Sheet for the last three years as herein specified. The company profile, past experience of the Bidder in the area of providing e-procurement solutions/ services, technical features of the hardware/ software offered, secure and robust connectivity etc. shall be treated as the basic criteria, besides others, in selecting the Bidder.

SECTION – IV: INSTRUCTIONS TO BIDDERS

1. General Terms & Conditions:

- a. The response to the Request for Proposal (RFP) should be complete in all respect and must contain all price information in the format given in Annexure - VII. The price quoted in the commercial bid should be clear, legible in all respect. The price quoted should not lead to any ambiguity.
- b. 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 published in Bank's Website (www.ucobank.com) and the amendments shall be binding on them. In case of any amendment, UCO Bank may extend the deadline for submission of RFP in order to provide a reasonable time to the prospective bidders.
- c. If the service provided by the vendor is found unsatisfactory or if at any time during the period of contract it is found that the information provided by the bidder or any claim is false or if irregularities shown by the bidder for applying for the Rate Contract is detected, the Bank reserves the right to cancel the contract and remove such vendors from the list of empanelled vendors without giving any notice to the vendor.
- d. The vendor, if earlier selected by the Bank for conducting e-tendering process, should have satisfactory past record in this regard. Bank shall have the right to reject the proposal of such vendors where past performance with the Bank is not satisfactory.
- e. While deciding upon the selection of vendors, emphasis will be given on the ability and competence of applicants to do quality work within the specified time schedule. The decision of the Bank in selection of the vendors for Rate Contract will be final.
- f. The Bank reserves the right to accept / reject any or all offers submitted in response to this advertisement without assigning any reason whatsoever and Bank's decision will be final in this regard.
- g. If the Bank is not satisfied with the technical specifications and the feasibility of the technical offers submitted by any bidder, the commercial offers of that bidder will not be opened. Technically disqualified offers will not be evaluated any further and no discussions / interactions will be entertained from such bidders.

2. Scope of Work:

Bank will award the contract to the successful bidder(s) for a period of three years from the date of empanelment and the Successful bidder has to co-ordinate with the Bank for smooth execution of web e-tendering as per the **Scope of work given in Annexure VIII.**

3. Tender Document & Fee:

The tender document should be downloaded from the Bank's official website www.ucobank.com. The bidder downloading the tender document from the website is required to submit a non-refundable fee of `5,000/- (` Five Thousand only) while submitting the bid documents by a Demand Draft/Banker's Cheque in favour of UCO Bank payable at Kolkata towards cost of RFP.

4. Earnest Money Deposit (EMD):

- (i) The Bidder(s) must submit Earnest Money Deposit (EMD) for an amount of **Rs2,00,000/-** in the form of Bank Guarantee in favour of UCO Bank and shall be valid for 180 days from the date of submission.
- (ii) Non-submission of EMD will lead to rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD of the successful bidder(s) shall be returned on submission of Bank guarantee / Security Deposit mentioned in Clause 21 in lieu thereof (Annexure – I). No interest shall be paid on the EMD.
- (iii) The Earnest Money Deposit shall be forfeited under the following circumstances:
 - a. If any of the bidder, withdraws themselves from the Rate Contract process during the bid validity period (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.

5. Erasures or Alterations:

There should be no unauthenticated hand-written material, corrections or alterations in the offer. The offers containing unauthenticated erasures or alterations will not be considered. Technical details must be completely filled up correctly about service being offered without corrections/alterations. UCO Bank may treat offers not adhering to these guidelines as unacceptable.

6. Pre-Bid Queries:

Pre-bid queries from the prospective bidders will be received by fax/email/post/courier as per time schedule indicated in the Bid Control Sheet. No individual consultation shall be entertained. The clarifications of the Bank on the queries raised by the Bidders or any addendum / corrigendum would be uploaded in Bank's website at a reasonable period before the date of submission of the bids and this will be binding on all the bidders and such clarifications will become part of and parcel of the RFP. Bank at its own discretion may / may not answer any or part of the pre bid queries.

7. Modification and Withdrawal of Offers:

The vendor may modify or withdraw its offer 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 offers. No offer can be modified by the vendor subsequent to the closing date and time for submission of offers.

8. Two Bid System:

UCO Bank will follow Two Bid System i.e. Technical Bid – containing Technical Information & Commercial Bid - containing Price Information. Technical evaluation would be completed first. ***Thereafter, Price Information (Commercial Bid) of the technically qualified vendors will be opened and Lowest Bidder (L1) will be selected based on the Total Amount quoted in the commercial bid.***

9. Preliminary Scrutiny:

UCO Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether all the necessary information supported by documentary evidences are submitted as per prescribed method. Offers not meeting the

prescribed guidelines and or with incorrect information or not supported by documentary evidence, wherever called for, would summarily be rejected. However, UCO Bank, at its sole discretion, may waive any minor non-conformity or any minor irregularity in an offer. UCO Bank reserves the right for such waivers and this shall be binding on all vendors.

10. Technical Evaluation:

Technical evaluation would be done to examine whether offered services with required infrastructure are matching with the stipulation as asked for in the RFP. Deviation in any respect from the conditions may make the offer liable for rejection. However, UCO Bank, at its sole discretion, may waive any minor deviation in an offer and this shall be binding on all vendors.

All bidders, who meet all terms and conditions of the tender and technically qualify in the items specifications, will be declared as technically qualified. Only technically qualified bidders' commercial bids will be opened.

11. Clarification of Offers:

For proper scrutiny, evaluation and comparison of offers, UCO Bank may, at its discretion, ask some or all vendors for clarification of their offer. The response to such clarifications should necessarily be in writing. If deemed necessary, the vendor is required to give presentation on the systems offered. However, UCO Bank will not entertain any communication/clarification/ representation from the vendors, unless called for, after the closing time and date of submission of the RFP.

12. Technical Inspection and Performance Evaluation:

UCO Bank reserves its right to carry out a technical inspection and performance evaluation (bench-marking) of the offered item(s). Bank may instruct eligible bidders to make technical presentation at Bank's Head Office, Kolkata for the proposed solution / service. Bidders will have to make such presentation at their own cost. During presentation, Bank's team will validate their compliance to technical / functional scope and if the functionalities do not comply with the offered ones, changes may be incorporated in the RFP by mutual discussion and consent.

13. Verification:

UCO Bank reserves the right to verify any or all statements made by the vendor in the Bid document and to inspect the vendor's facilities, if necessary, to establish to its satisfaction about the vendor's capacity to perform the job.

14. No Commitment to Accept Lowest or Any Bid:

UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. UCO Bank reserves the right to make any changes in the terms and conditions of purchase. UCO Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.

15. Short-listing of Vendors:

The Technical Bids will be evaluated on compliance of eligibility criteria and a list of technically qualified bidders will be prepared. The commercial bids of technically unqualified bidder's will not be opened. After opening Commercial Bids of the short-listed Bidders, if there is a discrepancy between words and figures, the amount indicated in words will prevail. If there is a totaling or arithmetical mistake in the Commercial Bid then the corrected / calculated figures based on unit prices shall be considered for evaluation.

16. Award Criteria:

The commercial bids submitted by the bidders in Annexure-VII will be evaluated as per price quoted and the Bidder, whose commercial offer has been determined as the lowest, will be named as 'L1' and the second lowest will be named as 'L2'. The 'L2' will be given a chance to match the price with 'L1' within 3 (three) days of communication. In case L2 agrees and matches the L1 price, the 2 vendors selected will be awarded the contract. The orders will be distributed between them in the ratio of 60% and 40% (on total annual requirement basis). In case if any line item quoted by L2 vendor found to be lower than the L1 vendor then L1 will be required to reverse match the least cost quoted by L2 for the respective line items to arrive at L1 cost. Likewise L2 would be required to match the least cost quoted by the L1 vendor. Bank's decision in this regard would be final and conclusive and binding upon the bidders.

In case, L2 vendor is not agreeing to match the L1 price the next lowest will be given a chance to match the L1 price. This process will be continued till Bank gets a second vendor who agrees to match the prices of L1. In case, none of the above vendors is able to match the L1 price the whole quantity will be ordered to L1 only.

17. Signing of Contract:

The successful bidder(s) shall be required to enter into a contract with UCO Bank, within 15 days of the award of the Bid through a Letter of Intimation (LOI) or within

such extended period as may be specified. The Empanelment of Vendors under the Rate Contract will be valid for a period of three years from the date of Letter of Intimation, extendable/curtailed at the discretion of the Bank.

18. Security Deposit:

The selected bidders shall furnish a Security Deposit of 10% (Estimated Quantity X Price Fixed through Rate Contract X 10%) of the estimated order value or Rs.2,00,000/= whichever is higher, in the form of Bank guarantee for a tenure of 39(Thirty Nine) months issued by a Schedule Commercial Bank. The Bank Guarantee should be deposited within 15 days from the date of Letter of Intimation.

In case of two vendors being selected as L1 and L2 for a group the security deposit amount would be calculated in the ratio of 60% : 40% of 10% of the estimated value.

19. Locations to be Covered:

The e-Procurement tendering processes will be carried out by Head Office, Circle Offices, Zonal Offices, Training Centers, Branches / Offices and it's sponsored RRBs across the country including branches in Andaman Nicobar islands and Lakshwadeep islands.

20. Billing:

The billing shall include Unit Price and Sales Tax / VAT /Service Tax, as applicable, which will be paid locally by the respective Circle Offices / Zonal Offices / Head Office for which the e-Procurement service will be provided. In case of RRBs, payment will be made by respective RRBs under whose jurisdiction the e-Procurement process will be conducted.

21. Payment Terms:

Payment shall be released on event wise, by the related offices of the Bank, who have assigned the job of conducting the event and on successful completion of such event. Penalty, if any, shall be deducted as per the penalty clause, from the amount payable. 100% of the amount for conducting a single procurement event will be paid on successful completion of the event by the Office requisitioning the tender event on submission of the following documents.

- a) **Letter from the Bidder for having conducted and completed an Event as per Bank's request along with necessary back papers.**
- b) **Invoice giving full details of the Event, date of the Event etc.**

c) Request letter for release of the payment

d) Confirmation letter from the respective department of the Bank who has initiated the Event.

22. Penalty:

If the event is cancelled due to any technical fault/ failure on part of the Bidder, no charge will be paid by the Bank. If such failure occurs, penalty @ 10% of the "per event cost", subject to a maximum of Rs. 20,000/- will be levied. The penalty so calculated will either be adjusted with the payments or will be separately realized from the Bidder.

The Bank reserves the right to cancel the Purchase Order, if the Bidder fails to prove his readiness for carrying out online e-Tendering events within the stipulated period. In the event of such cancellation of order, the Bidder shall not be entitled for any compensation.

23. Order Cancellation (Termination):

UCO Bank and/or Indenter also reserve the right to cancel the order in the event of one or more of the following circumstances:

23.1 Delay in providing support in conducting e-Tendering process.

23.2 Breach by the Bidder of any of the terms and conditions of the Bid.

23.3 If the Vendor goes into liquidation voluntarily or otherwise.

In addition to the cancellation of purchase order, UCO Bank reserves the right to forfeit the Performance guarantee/Security submitted to UCO Bank by the Vendor and delisting the vendor.

24. Termination for Default:

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part, if the Bidder fails to perform any obligation(s) under the Contract.

25. Termination for Insolvency:

The Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

26. Termination for Convenience

The Bank, by written notice sent to the vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

27. Consequences of Termination

- i) 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 clarification as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from termination/breach, and further allow the next successor Vendor to take over obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the contract.
- ii) In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO Bank, the Vendor herein shall be obliged to provide all such assistance to the next successor Vendor 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.
- iii) 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.
- iv) 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

28. Cancellation of Tender Process:

UCO Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidder.

The vendor shall indemnify UCO Bank and keep indemnified against any loss or damage that UCO Bank may sustain on account of any violation of patents, trademark etc. by the vendor in respect of the products supplied / services offered.

29. Publicity:

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

30. Force Majeure:

The vendor 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 Vendor and not involving the vendor'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 and acts of UCO Bank in fires, floods and freight embargoes. If a Force Majeure situation arises, the Vendor 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 Vendor 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 vendor 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 vendor.

31. Resolution of Disputes:

UCO Bank and the vendor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or

in connection with the contract. If after thirty days from the commencement of such informal negotiation, UCO Bank and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

32. Jurisdiction:

The jurisdiction of the courts shall be Kolkata.

33. Bidders' representative to be authenticated:

A power of attorney from the bidder's authorized official / body must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of the Company/Firm.

34. Submission of Bids:

Tender bids for each group should be submitted in different envelopes as explained below:

Inner Envelope Number	Contents	Addressed to	Superscribed with
1	Cost of RFP and EMD Instruments	Deputy General Manager, IT, BPR & BTD (eBanking,mBanking) UCO BANK	Cost of RFP and EMD for Tender No. _____ dated _____)
2	Eligibility Compliance Documents as defined in the RFP & Technical Bid	Deputy General Manager, IT, BPR & BTD (eBanking,mBanking) UCO BANK	Eligibility & Technical Documents for Tender No. _____ dated _____)
3	Commercial Bids: Documents as per Annexure	Deputy General Manager, IT, BPR & BTD (eBanking,mBanking) UCO BANK	Commercial Bid for Tender No. _____ dated _____)

Commercial Bids should be superscribed as '**Commercial Bid for Tender No. _____ dated _____ & should be sealed in Inner Envelope Number 3 as described above** as per terms and conditions of this RFP.

All the above envelopes for a group should be sealed and placed in another envelope and should be submitted as follows:

Outer Envelope Number	Contents	Addressed to	Superscribed with
1	Inner Envelopes, as mentioned above	Deputy General Manager IT, BPR & BTD(eBanking,mBanking) UCO BANK Department of Information Technology, 3 & 4, DD Block (7 th Floor), Sector-1, Salt Lake, Kolkata – 700 064	"TENDER NO. _____ DATED _____ FOR Selection of Application Service Provider (ASP) for providing e-Procurement services for procurement of various products required by the Bank

Where to submit: The outer envelope must be dropped in the Tender Box placed at the 5th Floor of UCO BANK, Head Office, DIT, 3 & 4, DD Block, Sector-1, Salt Lake, Kolkata-700 064 before the last date and time of submission. In case of any problem in dropping the envelopes into the Tender Box, vendors are advised to contact the concerned AGM/Chief Manager/Senior Manager.

The Bidders are advised to examine all instructions, terms & conditions and technical specifications carefully and furnish the required information unambiguously. Any offer not submitted in the prescribed formats or incomplete in detail is liable for rejection. UCO Bank is not responsible for non-receipt of offers within the specified date and time due to any reason including postal delays/holidays.

The Technical Bid should be complete in all respects and must contain all information asked for, except prices. The envelope containing the Technical Bid should contain the following Annexure:

- (i) Annexure I
- (ii) Annexure II
- (iii) Annexure III
- (iv) Annexure IV
- (v) Annexure V
- (vi) Annexure VI
- (vii) Product literature/brochures, schematic diagrams etc.

The bidders should keep in mind the following points before submitting the bid:

- If the outer cover / envelope are not sealed & superscribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.
- If any inner envelope 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.
- If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
- Any deviations from the specifications and/or the terms and conditions of the Tender Document shall invariably be furnished by the Bidder as per the format furnished in Annexure IV, specifying the reasons and justifying such deviation. NON-MENTION OF DEVIATIONS SHALL IMPLY COMPLIANCE TO BANK'S SPECIFICATIONS. The Bank reserves the right to accept or reject the deviations without assigning any reasons.
- The Bank reserves the right to invite the Bidder for a product demonstration based on the technical proposal submitted by the bidder. The bidder has to make their own arrangements to arrange for the Demo at our office at their expenses on the dates to be informed by Bank later.
- The Bidder has to submit all the Annexure given in this RFP on their letter head with all details, without fail. The Bank may reject any proposal not containing all the requirements called for in various Annexure.
- In case the specified date of submission of RFP is declared a holiday in West Bengal, the bids will be received till the specified time on the next working day.

35. Other Terms & Conditions:

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

Bids shall remain valid for 180 days after the date of opening of technical bid prescribed by Bank. The Earnest Money will have to be submitted for a period of 180 days from the date of opening of the bid. A bid for a shorter period may be rejected by Bank as non responsive.

In exceptional circumstances, Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by fax / email. The Earnest Money provided shall also be suitably extended. A bidder may refuse the request without forfeiting its Earnest Money. A bidder granting the request will not be required nor permitted to modify its bid.

Any effort by any bidder to influence Bank in its evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid.

All the prices and other terms and conditions of the offer including the commercial quote proposed by the Bidder shall be valid for a minimum period of 36 months. **The period of contract shall be for a period of three years.** There shall be no increase in the contracted price during the said period of 3 years. Bank shall have the option of terminating the contract anytime during the contract period by giving 3 months notice. *Bank also reserves its right to renew the contract after 3 years on the same terms and conditions by negotiation or mutually agreed terms and conditions between the Bank and the Service Provider.*

The bidders shall submit, as a part of Technical bid, the infrastructure, hardware / software/ Application software, Power supply, Network ports, connectivity etc. details required for participating in the e-Tenders. It would be the responsibility of the Bidder to ensure that all e-procurement requirements are made available at UCO Bank location as well as at the locations of the Suppliers before the start of conducting the event (e-procurement process).

Required technical details /brochure(s) of such products / services offered by the Bidder duly supported by schematic diagrams and technical specifications of each component offered shall be furnished along with the reasons justifying the requirement(s) for each such items /components, accessories and software products as part of the Technical Bid for conducting e-procurement.

The Bidder will also provide the details regarding the redundancy available at their primary site in case of any eventuality. Online e-tender events will have to be carried out as per Bank's specifications, at time schedules as may be indicated by the Bank, without disturbing any existing set up and other activities.

It shall be the responsibility of the successful bidder to ensure availability of system to the Suppliers. The arrangements for a fall back acceptable to the Bank especially from the security angle should be communicated to the Suppliers participating in the e-Tender process by the Bidder, well in advance, at least 15 days before the e-tendering/auction is conducted.

All responses to this RFP shall have to conform to this requirement and the Bidder shall categorically undertake to honour the commitment of meeting this deadline. Failure to do so shall result in the Bidder being liable for disqualification. The commitment in this respect should form part of the Technical Bid from the Bidder. The Bidder should be in a position to conduct an event within three working days from the date of award of the Purchase Order.

36. Rejection of the bid:

The bid is liable to be rejected if:

- It does not bear signature and seal of authorised person on each and every page.
- It is received through Post / 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 & conditions stipulated in this RFP are liable for rejection by the Bank.

Bidder should comply with all the points mentioned in the Scope of work. Non-compliance of any point will lead to rejection of the bid.

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

37. Rights of UCO Bank:

- The Bank reserves the right to cancel the entire RFP process without assigning any reasons whatsoever at any stage of the RFP process.
- The Bank reserves the right to modify any terms, conditions and specifications of the RFP by publishing a notice to such effect on website of UCO Bank.
- The Bank reserves the right to obtain revised price bids from the bidders with regard to modifications / changes in RFP.
- The Bank reserves the right to place repeat orders.
- The Bank reserves the right to issue the amendments to the RFP at any time prior to the deadline for the submission of bids. From the date of this amendment, it shall be deemed to form an integral part of the RFP Document.

38. Limitation of Liability

Notwithstanding anything to the contrary contained in the contract, Bidder's aggregate liability arising out of or in connection with the contract, whether based on contract or statutory warranty or otherwise, shall be limited to the amount actually paid by the Bank to the Bidder in respect of the items supplied / services rendered under the contract, that are subject matter of a claim upto contract value.

Security Guidelines:

The following aspects should be incorporated in the software for messages being routed through public net-work.

1. Bidder's site should be a secured site certified by an internationally/nationally recognized agency.
2. Secure transmission between server and client. All data should be encrypted when sent over public networks.
3. The data should be encrypted using symmetric or asymmetric keys. However, the exchange of keys for symmetric encryption should be conducted using asymmetric keys . Specially, encryption methodology like SSL must be deployed while communicating with the payment gateway over public network.
4. There should be provision for dynamically changing the keys used for encryption. If static keys are used they should be changeable periodically.
5. Asymmetric keys should have minimum length of 1024 bit.
6. Encryption algorithms like 3DES, AES, RC4 and blowfish Use with of 128 bit keys (1024 bits for RSA) at a minimum.
7. The entire process has to be PKI enabled and digitally signed. Digital Certificates are to be procured by the Bidders from the Authorized Agencies.

Application Security:

1. All users should be authenticated through Digital Signatures before access is provided.
2. Application should enforce minimum password length of 8 characters.
3. Password expiry should be set.
4. Password history should be maintained. The last 3 passwords should not be usable.
5. Account lockout feature should be configured.
6. Role based access is mandatory
7. Time based access is mandatory
8. IP based access (optional)
10. Biometric access (optional)
11. Time stamping of all events.

Operating System Security:

1. Default accounts should be disabled.
2. All users should have a unique user-id. There should be no sharing of user accounts.
3. OS should enforce minimum password length of 8 characters.
4. Password expiry should be set.
5. Password history should be maintained. The last 3 passwords should not be usable.
6. Account lockout feature should be enabled.
7. The OS should force a new user to change the password at first logon.
8. O/s should enforce password complexity with the following characteristics
 - a) Password should not contain any portion of user-id
 - b) Password should have a combination of upper-case and lower-case alphabets, numerals and special characters.

These requirements are to be fulfilled by Application Service Provider's Server where application is loaded.

Database Security:

1. All users should be authenticated before providing access.
2. There should not be any account with default password or with no password.
3. All users should have a unique user-id. There should be no sharing of accounts
4. User accounts should be created in the database for application access database backup and database optimization. All accounts should be provided access only to the database tables used by the specific application.
5. The default user profile should be modified to enforce account policy settings.
6. The database should enforce minimum password length of 8 characters
7. Password history should be maintained.
8. Account lockout feature should be enabled.
9. Password expiry should be set.
10. Integrity of data in concurrent user mode should be designed in the database through record locking or two-phase locking / commit features .
11. Referential integrity should be maintained in the database design and should include cascading update and cascading delete.
12. Logging should be enabled for security related events

Data Centre (DC) & Disaster Recovery Site (DRS)

1. The Bidder shall set up the Data Centre and Disaster Recovery Site at different seismic zone anywhere in India.
2. The Disaster Recovery Site shall be a replica of the Data Centre set up in terms of Hardware, Software and Network equipment etc
3. The Bidder will set up the DR site at his Data Centre / hired Data Centre within India.
4. In case of any failure at the Production Data Centre the operations shall be restored through the DR site within 30 minutes of failure of DC.
5. Complete hardware and software with required redundancy for security viz. Firewall, IPS etc. must be provided.

Hardware Requirements at Data Centre & Disaster Recovery Site.

1. Entire Hardware required at Data Centre and Disaster Recovery Site, for implementing the e-procurement, shall be procured, deployed and maintained by the Bidder.
2. The proposed configuration of Hardware shall cover CPU, main memory required, storage requirement, auto-backup, dual systems for fault free operations, devices, etc. which takes into consideration the present and future volume estimates, current technology, and path for upgrade/growth. Dual system redundancies should be built in the proposed hardware to ensure the desired performance needs considering the load on the system in terms of transaction volumes, estimated number of users, etc.
3. Deploy all Hardware and Software to handle the present and future estimates of volume of data and transactions for at least 3 years and on extended tenure, if any.

References Sites Details:

Live Sites: List at least two significant live sites using the proposed end-to-end system.

Reference Contacts: Provide details of select reference sites where the end-to-end system has been installed. We would prefer large well-known organizations in the Banking/Financial sector. Also indicate whether the Bank can contact any of the quoted reference sites to seek further information/user experience.

Reference Sites:

Name of Implementation/Client	
Details of successful installation of systems : Years of live operations	
Name of User Institution	
Client/User Institution Background (e.g. annual profits , asset base, revenue)	
Company, Contact details Size of Installation	
Number of locations/ branches with information on divisions or organizational units using the product	
State the size and characteristics of the user base.	
List all the modules/ components of the system being used	
Type of Architecture in which the system has been implemented.	
Implementation details e.g. Number of Sites, time taken for Operationalization, volumes of processing, no. of e-Tenders conducted, total business through e-procurement etc.	
State the duration of the implementation	

Functional / Technical Requirements:

Sr. No.	Product Feature	Description	Compliance Yes / No
1	Modular	The various stages of the e-Tender should be modular and should be capable of being implemented independent of each other.	
2	Event Creation & Posting	<ol style="list-style-type: none"> 1. Should support <ol style="list-style-type: none"> i. Rate Contracts ii. General Tenders iii. Single/Multiple Envelope Bidding iv. Open Tender where any Suppliers can bid v. Limited Tender where only limited Suppliers can bid vi. ICB (International Competitive Bidding) vii. NCB(National Competitive Bidding) viii. Single/Multiple Currency Bidding and provision to add currencies as required ix. Goods Tender - quote for line items x. Works Tender – quote in % of the estimated cost 2. Creation of a new e-Tender and setting up the parameters 3. Provision to raise Indent online. 4. Aggregate Indents for similar products /works 5. Create a Tender out of approved Indent 6. Provision of showing upcoming tenders 	
3	Tender Notice Creation	<ol style="list-style-type: none"> 1. Tender notice to be floated in any format - Colour, Fonts , Size, etc 2. Notices are visible to Suppliers only after it is approved 3. System should allow to Archive Tenders to be restored 4. System should allow Cancelled Tender to be revived 5. Provision to categorize Tender as New, Live, Archive, Cancelled, etc. for ease 6. Flexible Search module allows a Tenders to be searched on multiple 	

		<p>parameters</p> <ol style="list-style-type: none"> 7. Provision for image to be attached with Tender Notice 8. Assign unique internal reference number to a Tender for internal use 	
4	Online Pre-bid Meeting	Provision for Online Pre-bid meeting	
5	Tender Work Flow	<ol style="list-style-type: none"> 1. Provision for inviting EOI and issuing RFP to only pre-qualified bidders of EOI 2. Inbuilt check to ensure that incomplete bids in any manner is not accepted 3. Bid withdrawal option such that Supplier is allowed to withdraw bid, that they might have submitted on or before due date and time 4. Tender Promotion - emails to be sent to all registered Suppliers 5. Ability to set maximum size of single file upload and maximum size for multiple file upload depending upon tender requirements. 6. Ability for uploading various types of documents 	
6	Supplier Registration & Administration	<ol style="list-style-type: none"> 1. New Supplier Registration facility 2. Buyer can select if Supplier Approval is to be done automatically or manually 3. Buyers should be able to reject Supplier 4. Buyers should be able to black list a Supplier 5. Buyers should have to manage Supplier for his own Department/Organization, 	
7	Online Bid Opening	<ol style="list-style-type: none"> 1. Tender Opening links does not get activated before due date and time. 2. In case of multi envelope Tender, unless the first stage (envelope) is completed, the second stage (envelope) cannot be opened 3. System to support co-signing facility i.e. the remarks can be given by 2 or more officers and the same can be digitally signed by both officers with their respective Digital Certificate 	

		<p>4. As a stage gets completed the comparative chart of Suppliers gets auto generated</p> <p>5. Rejected Supplier does not qualify for next round (envelope) automatically</p> <p>6. System should have the facility to export data to spread sheet like excel</p> <p>7. System should support online Tender Opening where Suppliers can participate online from their respective offices</p> <p>8. Buyer can chose to share entire bid of other Suppliers or just the summary</p> <p>9. System should have a provision such that Suppliers can mark their presence online when they try to participate in online Tender opening event</p> <p>10. System should have a provision that Buyer can see the name of Suppliers who are present online at time of Online Tender Opening event,</p>	
8	Auction Formats	1. Reverse / Forward / Multi Currency including Rank bidding, Anonymous & Alias bidding, Multi Line bidding, Multiple Lot bidding, Package Auction and / or any other formats in masking form	
9	Parameters	<p>Defining and Setting of</p> <p>1. Opening Price, Historic Price, Reserve Price, Landed & Base Price, Decrement price, Bid factor</p> <p>2. Start and End Time</p> <p>3. Automatic and Manual Extensions and Closing rules</p> <p>4. Data validation rules , Auction Rules like lowest / highest bid wins or highest / lowest quality wins etc.,</p> <p>5. Uploading file attachments</p> <p>6. Placing of exit Bids etc.</p>	
10	Messaging	Broadcast message to Suppliers during the auction for information and clarifications	
11	Administration	<p>Administration features like</p> <p>1. Buyer & Supplier registration</p> <p>2. Supplier administration</p> <p>3. Roles and Rights Control</p> <p>4. Checking the login status of the</p>	

		<p>participants</p> <ol style="list-style-type: none"> 5. Combination of various auction formats 6. Starting/stopping/ modifying auctions 7. Categories, system preferences etc. 8. Masking of Suppliers – Suppliers identity is not revealed to others who are participating in the bidding process. 9. No manual intervention to be necessary for creation of passwords and aliases by suppliers. 	
12	Reports	<ol style="list-style-type: none"> 1. The software should be capable of generating detailed reports in Excel/HTML/PDF and any other format specified by the Bank. 2. The software should be capable of providing the event wise bid histories, Supplier wise, Product wise, date wise reports 3. Actual savings report, category wise reports , transaction based reports , aggregated reports per category cross suppliers 4. System should have the provision to generate L1, L2, L3 chart dynamically 5. Visibility to reports is granted through the use of report privileges like Admin Reports, Originator Reports and Bidder Reports. These privileges will be granted by the organization administrator Audit Trails - Logs to be available for all user transactions & administrative actions. 	
13	Scalability	The solution should be scalable to meet the requirements of the Bank for the next 3 years from the date of placing the Purchase Order	
14	User Interface	GUI based Wizard Driven Configuration Customized Look & Feel , Graphical Representation, Online/Onscreen help features , Auto scaling graph etc.	
15	Mandatory features	<ol style="list-style-type: none"> 1. Fast response during bidding. 2. Admin should be able to monitor user connectivity 3. Portal must be available on 24 x 7 basis 4. Online Maintenance support must be 	

		available 24x7 basis	
16 a.	Security Considerations	Whether the application is secure from making any temporary distortion in the electronic, posting of tender notice, just to mislead certain vendors?	
		If yes, whether any automatic systems alert is provided in the form of daily exception report in the application in this regard?	
b.		Whether application ensures that the tender documents issued to / downloaded by bidders are complete in shape as per the approved tender documents including all its corrigendum?	
c.		Is there any check available in the application to detect and alert about the missing pages to the tenderer, if any?	
d.		Whether application ensures that all the corrigendum issued by the Competent Authority are being fully communicated in proper fashion to all bidders including those who had already purchased/downloaded the bid documents well ahead of the due date and before uploading the corrigendum?	
e.		Whether system is safe from sending discriminatory communication to different bidders about the same e-tendering process?	
f.		Whether e-procurement solution has also been customized to process all type of tenders viz Limited / Open / Global Tenders?	
g.		Whether online Public Tender opening events feature are available in the application?	
h.		Whether facilities for evaluation / loading of bids, strictly in terms of criteria laid down in bid documents are available in the application?	
i.		Whether sufficient safeguards have been provided in the application to deal with failed attempt blocking?	
j.		Whether application is safe from submission of fake bids?	
k.		Whether encryptions of bids are done at clients end?	

l.		Whether safety against tampering and stealing information of submitted bid, during storage before its opening is ensured?	
m.		Whether application is safe from siphoning off and decrypting the clandestine copy of a bid encrypted with Public key of tender opening officer?	
n.		Whether application is safe from mutilation / sabotage or otherwise rendering the encrypted bid in the e-tender box during storage to make it unreadable / invalid in any form, before opening of the bids?	
o.		Whether introduction of special characters / executable files etc. by users are restricted in the application?	
p.		Whether validity check of DSC is being done at server end?	
q.		Whether system supports the feature that even though if a published tender is being deleted from the application, system does not allow permanent deletion of the published tender from the Database?	
r.		Whether sufficient security features are provided in the application for authentication procedure of the system administrator like ID, password, digital signature, biometric etc?	
s.		Whether audit trails are being captured in the application on media not prone to tampering, such as optical write once?	
t.		Whether log shipping feature is available, where a separate dedicated server receives the logs from the application over a web service in real time?	
u.		Whether integrity and non-tampering is ensured in maintaining the server clock synchronization and time stamping?	
v.		Whether application generates any exception report / system alerts etc. to indicate the resetting of the clock, in case the application for time stamping is killed at the server level and time is manipulated?	
w.		Whether application ensures that the quotes from various bidders with their name	

		are not being displayed to anyone including to the Organization during carrying out of the e-reverse auctioning process?	
x.		Whether application is fit for usage complying with the requirements of tender processing viz. Authenticity of tenderer, non-repudiation and secrecy of information till the actual opening of tenders.	
y.		Whether any comprehensive third party audit as per statutory requirement and also as per the requirements of e-tender processing (compliance to IT Act 2000) was got conducted before first putting it to public use?	
z.		Whether application complies with the CVC's Guidelines on Security considerations for e-procurement Systems	

Date:

Place:

(Signature of the Authorized signatory)

Company Details and Compliances:

Sr. No.	Question	Details/ Response
1.	Company Name	
2.	Date of Incorporation	
3.	Name of Indian representative/office (indicate: own, dealer, distributor, JV)	
4.	Company Head Office address <ul style="list-style-type: none"> Contact person(s) Phone Number Fax Number E-mail Address Website : 	
5.	Address of Indian representative/office <ul style="list-style-type: none"> Contact person(s) Phone Number Fax Number E-mail Address Website : 	
6.	Number of Employees supporting the project - In India : <ul style="list-style-type: none"> Marketing/Sales Technical Support Research and Development Implementation Outside India: <ul style="list-style-type: none"> Marketing/Sales Technical Support Research and Development Implementation 	
7.	Ownership structure (e.g. Inc., partnership) <ul style="list-style-type: none"> * Who are the primary shareholders? * State the major shareholders with percentage holding in case of limited companies . 	
8.	Location: Support (e.g. Asia Pacific, India sub-continent). In India, since when has the support centre existed in India?	
9.	Provide the range of services offered covering service description and different schemes available for: <ul style="list-style-type: none"> Customization 	

	<ul style="list-style-type: none"> • Support for conducting live e-Tender events • Help Desk / support at all State Capitals • Training • Any Others (specify) 	
10.	State pending or past litigation if any within the last 3 years with details and explain reasons. Please also mention any claims /complaints received in the last three years	
11.	Enclose copies of Balance sheet and P/L Account duly approved by AGM for the last three years	
12.	Turnover and Net Profit of the Company (in Crores)	
13.	Financial Year	Turnover Net Profit (After Tax)
13.1	2012-13	
13.2	2013-14	
13.3	2014-15	
14.	Please indicate whether any bankruptcy / winding up proceedings initiated against the Bidder or its tie-up partner at any point in time	
15.	Brief Details of the key personnel to be associated with the project and their roles and responsibilities , previous experience etc.	
	Compliances	Response (Y/N)
16.	Scope of the e-procurement Service as detailed in Annexure VIII of the RFP document	
17.	Details of hardware, accessories etc. as detailed in clause 21 at : i. Bank's site ii. Bidder's site	
18.	Submit Technical details / brochures , schematic diagrams as detailed in clause 22	
19.	Compliance with all clauses of the RFP except those listed in Annexure-IV	
20.	Name of the Bank/s which are using the said e-Procurement Services successfully. Details like name of the Bank, number of events conducted for the said bank with contact details should be provided.	

Place:

Date:

(Authorised Signatory)

(Undertaking by Bidder on Company Letterhead)

The General Manager,
IT, BPR & BTD
UCO Bank, Head Office,
Department of Information Technology,
7th Floor, 3 & 4 DD Block, Sector-1, Salt Lake
Kolkata 700 064

Dear Sir,

This is to confirm our absolute and unqualified acceptance of the Terms and Conditions laid down in all the Annexure of the tender document. We declare that all the information furnished is true and agree to furnish the requisite documentary evidence within the time prescribed. We understand that in the event of the same not being provided, our bid shall be summarily rejected.

Yours faithfully,

(Authorised Signatory)

Commercial Bid

Sr. No.	Details	Estimated No. of Events per annum	Amount in Rs Per Event	Total amount in Rs	Taxes, if any in Rs	Total Amount in Rs
1.	Service Cost towards e-Tendering activity with all the auctioning facilities as per the requirements covered in Annexure-III (item no 1-16)	100				
2.	Service Cost towards Reverse Auction as per Annexure-III under items 1,2,3,6,8-16	200				
Total Amount (1 + 2)						

Amount in Words: Rupees._____

Notes:

- 1) The estimated no. of events per annum are indicative only which may vary as per actual requirement of the Bank.
- 2) Bank may opt for the End-to-End e-Tendering solution or for only Reverse Auction Module depending upon its requirements anytime during the entire contract period.
- 3) L1 Bidder shall be evaluated based on the 'Total Amount' indicated above.
- 4) Total Amount as per the table cited above is to be taken to determine for L1 status.
- 5) The Sales Tax/Service Tax /VAT etc. to be quoted in column "Taxes if any".
- 6) The Bidder should enclose a copy of the Masked Price Bid as per price schedule without the prices (please put 'x' mark wherever prices are quoted) along with other bid documents for evaluation purpose.
- 7) On-line support to participating suppliers shall not be paid by the Bank separately and is to be borne by the Bidder.
- 8) The unit price of each of the e-Tendering activity with all the auctioning facilities/reverse auction will be calculated by dividing the total price quoted by the corresponding quantity mentioned above.

We certify that the e-Procurement Services items quoted above includes cost of all activities stipulated in Annexure VII and prices quoted are all in compliance with the terms indicated in it.

Authorised Signatory:

Name and Designation:

Office Seal:

Scope of Work: The Scope of Work shall include the following:

1. Details.

1.1 The Application Service Provider (ASP) shall conduct the e-procurement (web tendering) activity.

1.2 The ASP shall provide modular customized software for Web tendering events on per event basis.

ASP using software should be compliant with

a) Provisions of the amended Information Technology Act, 2000

b) Central Vigilance Commission guidelines on use of e-Procurement.

1.3 The software should broadly have the following modules / features:

a) Online posting of RFP

b) Online responses to RFP

c) Online Pre-bid Meeting (text-based)

d) Parameter driven online technical bid evaluation

e) Online commercial bid submission through reverse/ forward auctions.

f) Line item -wise bid submission.

g) Supplier Registration

h) Rate Contract Management

i) User IDs and Passwords to be auto-generated without intervention either from the Bank or the Service Provider.

j) Detailed end to end Audit Trail.

k) User authentication using DSC (Digital Signature Certificate)

1.4 The Bidder should have their own infrastructure having Data Centre with all required hardware and software, application software with proper Backup facilities. The Bidder has to submit full details of hardware, software, application software, backup of data, Data storage period, retrieval of required data from backups etc along with the non-technical bid documents.

The Bidder has to inform details of Disaster Recovery Site location and its functions. If DRS is not available at present, the Bidder has to inform approximate period required to set up of the same to have a business continuity plan and the bidder has to inform the interval of sending data to Bank and has to inform the storage of data at

his DC.

1.5 The Bidder should be able to provide any module of the solution independently without dependency on any other module. The Bank may opt to start with one or few modules but reserves the right to utilize all modules at a later stage at the price quoted in the commercial bid without any escalation.

1.6 Providing e-procurement platform / portal, e-procurement software, Robust and Secure Connectivity to access the portal, in compliance with the Bank's Security guidelines. (Annexure I).

1.7 Conducting actual web-based private e-Tender events on Internet.

1.8 Providing information related to Web tendering format at every stage.

1.9 Service Provider will jointly work with the Bank in ensuring suppliers , who have been identified, participate in online bidding.

1.10 Obtaining Process-cum-Technical Compliance Statements from prospective Bidders.

1.11 Training all qualified bidders on participation in online bidding as well as on use of comprehensive use of online bidding tool and obtaining certificate to this effect from the bidders.

1.12 Mapping the selected business rules on to the online-bidding package.

1.13 The Bank should be able to generate all the essential reports required for analysis of the online bidding, as well as historical data comprising of Bid history, suppliers login data, compliance statement, online bidding summary and price break ups , etc.

1.14 Handholding, Support and Help Desk services on connectivity & other technical issues while conducting the Online tender events at all locations of the UCO Bank conducting the events .

1.15 Online e-tender events will have to be carried out as specified by the Bank without disturbing any existing processing and other activities and at time of schedules as may be indicated by the Bank.

1.16 It shall be the responsibility of the successful bidder to ensure availability of connectivity to the suppliers. The arrangements for a fall back acceptable to the Bank especially from the security angle should be communicated to the suppliers participating in the e-tender process by the Bidder, well in advance, at least 15 days before the auction is conducted.

1.17 The Bidder should be in a position to conduct an event within two weeks from the date of award of the Purchase Order. All responses to this RFP shall have to

conform to this requirement and the Bidder shall categorically undertake to honour the commitment of meeting this deadline. Failure to do so shall result in the Bidder being liable for disqualification. **The commitment in this respect should form part of the Technical Bid from the Bidder.**

- 1.18 The Bank reserves the right to add / amend / retain / delete any of the product features offered by the bidder subject to the Bank's requirements at that point in time.

2. Other Terms and Conditions

- 2.1 Online e-Tender events will have to be carried out as specified by the Bank without disturbing any existing processing and other activities and at time schedules as may be indicated by the Bank.
- 2.2 The bidders shall submit, as a part of Technical bid, the infrastructure, hardware / software, Power supply, Network ports, connectivity etc. required to prepare the offices participating in the e-tenders. It would be the responsibility of the Bidder to ensure that all their requirements are met at Bank's site as well as at the sites of the Suppliers before the start of conducting the event.
- 2.3. Required technical details/brochure/s of such products / services offered by the Bidder duly supported by schematic diagrams and technical specifications of each component offered shall be furnished along with the reasons justifying the requirement/s for each such items/components, accessories and software products as part of the Technical Bid;
- 2.4. The Bidder will also provide the details regarding the redundancy available at their primary site in case of any eventuality.
- 2.5 Bidder should be capable of providing support services at Head Office of the Bank and attending to any calls promptly.
- 2.6 The Bidder shall provide references and contact details and any other details sought for by the Bank from time to time in respect of their implementation of similar projects undertaken by them in the last three years in the format specified in Annexure II.
- 2.7 The Bidder shall furnish a photocopy of the Agreement with their Principals, if any in respect of e-procurement solution / services and products offered.
- 2.8 The documents supporting eligibility criteria and the product features as listed in Annexure III shall be submitted along with the forwarding letter and shall be put

in the separate sealed envelope containing technical bid.

- 2.9 The Bidder shall commit in writing his readiness to carry out the online live e-Tender events using his infrastructure, software etc. within 15 days from the date of receipt of such request from any office of the UCO Bank.
- 2.10 The proposed software, to be provided by the service provider, must have capability to support various e-bidding formats. Please list all the formats included in the software and mention application scenarios e.g. domestic, international, etc.
- 2.11 The e-procurement solution proposed by the Bidder and related systems should conform to the requirements of the IT Act 2000 / 2008 including its amendments.
- 2.12 The e-procurement solution proposed by the Bidder and related systems should conform to the requirements of CVC guidelines.
- 2.13 The e-procurement solution proposed by the Bidder and related systems should conform to the requirements of Central Govt. guidelines on e-procurement.
- 2.14 The Bidder shall demonstrate that it is already engaged in providing e-procurement solution and services . They shall also demonstrate the solution being offered by them for conducting online e-Tender events.
- 2.15. The documents supporting eligibility criteria and the product features as listed in Annexure III shall be submitted along with the forwarding letter and shall be put in the separate sealed envelope containing technical bid.

3 Other Requirements :

- 3.1 The Bidder warrant that in the course of providing e-procurement services to the Bank, they shall not infringe upon any third party Patent, Copyright, Design, Trademark, or any other Intellectual Property Rights for hardware, system software and application software. The Bidder shall indemnify and at all times keep the Bank fully indemnified and hold harmless against any and all loss , damages , costs and expenses including Attorney's fees , which may be incurred as a result of any claim or action associated with such infringement. Further, the Supplier/ Firm will also indemnify the Bank against any such claims arising at any time either during the contract period or subsequently.
- 3.2 The offered product/services should be complied under the provisions of IT Act 2000 / 2008 and CVC guidelines. The Bidder should provide documentary evidence confirming that their software is staged in a 'Data Centre Environment' and have been providing comprehensive support to the online event and

supplier/ buyer helpdesk on the following parameters:

- a) Number of staff on tech helpdesk.
- b) Number of concurrent events that can be conducted.

3.3The Bidders shall have in place a documented Quality and Audit process. A copy of the same shall be made available along with the technical bids.

3.4The entire process should be audited by a third party.

NON-DISCLOSURE AGREEMENT

RFP Ref. No.: UCO/DIT/1016/2015-16 Dated 29/09/2015

Date: xx/xx/ 2015

We, _____, having Registered Office at _____, hereinafter referred to as the First party, are agreeable to offering E-Procurement Solution and services to UCO Bank , having its head office at 10 BTM Sarani, Kolkata – 700 001, hereinafter referred to as Second party and,

WHEREAS, the First Party understands that the information regarding Second party's E-Procurement Solution shared by Second party in their Request for Proposal is confidential and/or proprietary to Second party, and

WHEREAS, the First Party understands that in the course of submission of the offer for the said E-Procurement Solution and Services and/or in the aftermath thereof, it may be necessary that the First Party may perform certain jobs/duties on Second party's properties and/or have access to certain plans, documents, approvals or information of Second party;

NOW THEREFORE, in consideration of the foregoing, the First Party agrees to all of the following conditions, in order to induce Second party to grant the First Party specific access to Second party's property/information

The First Party will not publish or disclose to others, nor, use in any services that the First Party performs for others, any confidential or proprietary information belonging to Second party, unless the First Party has first obtained Second party's written authorisation to do so;

The First Party agrees that notes, specifications, designs, memoranda and other data shared by Second party or, prepared or produced by the First Party for the purpose of submitting the offer to Second party for the said Financial Inclusion Solution and Services, will not be disclosed to during or subsequent to submission of the offer to Second party, to anyone outside Second party

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

Place:

Date:

Format for Bid Security (EMD)

To,

The Deputy General Manager, IT, BPR & BTD (e-Banking & m-Banking)
UCO BANK,
Department of Information Technology,
5th Floor, 3 & 4 DD Block,
Sector-I, Salt Lake,
Kolkata – 700064

Dear Sir,

In response to your invitation to respond to your RFP for Selection of Application Service Provider (ASP) for e-Procurement and Reverse Bidding Solution. 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 Selection of Application Service Provider (ASP) for e-Procurement and Reverse Bidding Solution 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 **Rs. 2 Lacs (Rupees Two 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 Twenty 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 **Rs. 2 Lacs** (Rupees Two 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 _____.

Yours faithfully,

For and on behalf of

_____ Bank

Authorised Official

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

FORMAT OF PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with the stamp act)

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt M/s (Name of the vendor Company) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the vendor company) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no.dated..... issued to the Vendor and an Agreement to be made between UCO BANK and the Vendor for a period ofIn pursuance of Request For Proposal Nodated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfilment by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees..... Only).

We,[indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of [VENDOR] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.

2. We [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs......

3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

4. We, [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said

Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ (Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

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

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.

7. We, _____ [indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed Rs_____. (Rupees_____) only.

ii) This Bank Guarantee shall be valid upto _____ and

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____(date of expiry of Guarantee including claim period).

8. Dated the _____ day of _____ for _____ [indicate the name of Bank]

Yours' faithfully,

For and on behalf of

_____ Bank

Authorised Official

Note:

1. Selected bidder should ensure that the seal and Code No. of the signatory is put by the bankers, before submission of the bank guarantee.

2. Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.