

**Request for Proposal (RFP)**  
**For**  
**Supply of Call Agents for Managing**  
**Call Centre**



**Head Office-1**  
**Customer Service Cell,**  
**Strategic Planning Department**  
**2nd Floor, 10, B.T.M Sarani,**  
**Kolkata-700 001**



**RFP REF NO: UCO/CSCell/Call Centre/01/2016-17**  
**Date: 27/09/2016**

**Cost of the RFP document:- Rs.5000/- ( Rupees Five Thousand only)**

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever and without any cost or compensation therefor.

This document is prepared by UCO Bank for supply of call agents for its Call Centre. It should not be reused or copied or used either partially or fully in any form.

### **Disclaimer**

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by UCO Bank or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by UCO Bank, but an invitation for service provider's responses. No contractual obligation on behalf of UCO Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of UCO Bank and the selected Bidder.



## **OBJECTIVES**

Bank invites Tender from Vendors with proven capabilities and experience in supply of call agents for managing Call Centre on **24x7x365** basis. The scope of the work would cover supply of experienced, multi-lingual Call Agents with required technical and banking skills for managing Bank's Proposed Call Centre. Only those bidders, who satisfy the eligibility criteria mentioned in this RFP document need to respond.

Bank is looking for an experienced Call Centre Vendor for supply of Call Agents with required experience and skills to manage its 24x7 Call Centre.



## CONTENTS

### PART –I (General Details) 6

<u>1.Invitation for tender Bids .....</u>	<u>6</u>
<u>2.Submission of Bids: General Terms and Condition .....</u>	<u>7</u>
<u>3.Period of Validity of Bid .....</u>	<u>8</u>
<u>4.Contract Period.....</u>	<u>9</u>
<u>5.Cost of tender Documents.....</u>	<u>9</u>
<u>6.Earnest Money Deposit .....</u>	<u>10</u>
<u>7.Rejection of the Bid .....</u>	<u>10</u>
<u>8.Performance Bank Guarantee .....</u>	<u>11</u>
<u>9.Pre Bid meeting.....</u>	<u>12</u>
<u>10.Modification and Withdrawal of Bids .....</u>	<u>12</u>
<u>11.For Respondent Only .....</u>	<u>12</u>
<u>12.Costs Borne by Respondents .....</u>	<u>12</u>
<u>13.RFP response .....</u>	<u>12</u>
<u>14.Liquidated Damage .....</u>	<u>13</u>
<u>15.Warranty and Maintenance .....</u>	<u>Error! Bookmark not defined.</u>
<u>16.Price .....</u>	<u>13</u>
<u>17.Payment Terms .....</u>	<u>13</u>
<u>18.Paying Authority .....</u>	<u>14</u>

<b><u>19.Acceptance by the Bank .....</u></b>	<b><u>14</u></b>
<b><u>20.Order Cancellation (Termination) .....</u></b>	<b><u>14</u></b>
<b><u>21.Consequences of termination .....</u></b>	<b><u>15</u></b>
<b><u>22.Force Majeure.....</u></b>	<b><u>16</u></b>
<b><u>23.Dispute resolution mechanism .....</u></b>	<b><u>16</u></b>
<b><u>24.Training .....</u></b>	<b><u>18</u></b>
<b><u>25.Other Terms and Conditions of the RFP .....</u></b>	<b><u>18</u></b>

## **Part –II        23**

<b><u>1.Eligibility Criteria for the bidder .....</u></b>	<b><u>23</u></b>
---	------------------

## **Part –III        26**

<b><u>1.Scope of Work/Requirements.....</u></b>	<b><u>26</u></b>
<b><u>2.Uptime Requirement and Penalty Charges.....</u></b>	<b><u>28</u></b>

## **Part –IV        29**

<b><u>1. BID OPENING AND EVALUATION CRITERIA .....</u></b>	<b><u>29</u></b>
--	------------------

## PART -I (General Details)

### 1. Invitation for tender Bids

UCO Bank invites sealed tenders from experienced Call Centre Vendors with proven capability for supplying experienced, multi-lingual Call Agents with required technical and banking skills for managing Bank's Proposed Call Centre at Head Office -2, 4<sup>th</sup> Floor, Salt Lake, Kolkata-700064.

**The Bid details are given below:**

<b>Bid Details - Control Sheet Table</b>	
<b>Cost of Tender documents</b>	<b>Rs. 5000 /-</b>
<b>Date of issue of RFP</b>	<b>28/09/2016</b>
<b>Earnest Money Deposit (EMD)</b>	<b>Rs. 2,00,000/- (in the form of BG)</b>
<b>Date of commencement of sale of tender document</b>	<b>28/09/2016</b>
<b>Queries , if any, to be communicated ( on or before)</b>	<b>05/10/2016</b>
<b>Pre-Bid meeting /Venue</b>	<b>07/10/2016 at 15.00 p.m</b> UCO Bank, Head Office Conference Room, 2 <sup>nd</sup> Floor, Customer Service Cell, 10, B.T.M Sarani, Kolkata-700 001
<b>Last Date and Time for receipts of tender bids</b>	<b>28/10/2016 up to 16:00 p.m.</b>
<b>Opening of Eligibility and Technical bids</b>	<b>28/10/2016 at 16:30 p.m.</b>
<b>Opening of Commercial Bid</b>	<b>Will be advised subsequently to the bidders qualifying in technical Bid</b>
<b>Address of Communication</b>	<b>The General Manager</b> Head Office-1 Customer Service Cell, Strategic Planning Department, 2 <sup>nd</sup> Floor, 10, B.T.M Sarani Kolkata-700 001
<b>Email address</b>	<b>hosp.cscell@ucobank.co.in</b>
<b>Contact Telephone/Fax Numbers</b>	<b>Tel :033-44557970,44557977</b> <b>Fax :033-4455 7319</b>
<b>Bids to be submitted</b>	<b>In the tender box placed at Head Office-1</b> Customer Service Cell, Strategic Planning Department, 2 <sup>nd</sup> Floor, 10, B.T.M Sarani Kolkata-700 001

Any bid received after specified date and time of the receipt of bids as mentioned above, will not be accepted by the Bank.

UCO Bank is not responsible for non-receipt of response to RFP within the specified date and time due to any reason including postal holidays or delays. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under NI Act, the bids will be received till the specified time on next working day and Technical Bid will be opened at specified time on that day.

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

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

## 2. Submission of Bids: General Terms and Condition

Separate Eligibility, Technical and Commercial Bids duly sealed and superscribed as "Eligibility Bid", "Technical bid" and "Commercial bid" respectively should be put in a single sealed outer cover duly sealed and superscribed "Bid for Supply of Call Agents for Call Centre" as per bid details given in the RFP. If the outer cover/envelope are not sealed & superscribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.

The bids shall be dropped/submitted at UCO Bank's address given in the table at point no: 1 above, on or before the date specified therein.

All envelopes must be superscribed with the following information:

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

The Eligibility offer should contain proof for each of the points for eligibility evaluation. Any credential detail not accompanied by relevant proof documents from the Bidders will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide.

The Technical Offer should be complete in all respects and contain all information asked for in the exact format of technical specifications given in the RFP, **except prices**. The Technical Offer must not contain any price

information. UCO BANK, at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

Commercial Offer should be strictly quoted in the format as given in the RFP and for periods as mentioned. Prices quoted by Vendors should be inclusive of all costs such as, taxes etc. that need to be incurred. The bidder is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR would not be considered.

- 2.1 If any inner cover/envelope of a bid is found to contain both technical & commercial bid then that bid will be rejected.
- 2.2 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.
- 2.3 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.
- 2.4 The Bank is not bound to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever and without any cost or compensation therefor.
- 2.5 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 2.6 The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders.
- 2.7 Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

### 3. Period of Validity of Bid

Bid shall remain valid for 180 (One Hundred eighty) days after the date of bid opening prescribed by UCO BANK. UCO BANK holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period.



#### 4. Contract Period

The price should be valid for **a period of 180 days** from date of opening of commercial bid. The selected bidder needs to execute a **Service Level Agreement (SLA)** as per Format to be supplied by the Bank covering inter alia the terms and conditions of this RFP. SLA will cover performance and availability of the resources deployed. The SLA Parameters would necessarily include but not limited to the following:

Call Answer, Call Abandonment rate, First Call Resolution Rate, Average Handling Time, Fatal Error, Customer Satisfaction etc.

The tenure of the Contract will be for a period of 3 (Three) years effective from the date of execution of the **Service Level Agreement (SLA)** unless terminated earlier by the Bank by serving 30 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of 3 (three) years, the contract may be extended/renewed for such further period as would be decided by the Bank on the same terms and conditions as mentioned herein.

The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 30 days notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.

#### 5. Cost of tender Documents

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of Rs 5,000/- (Rupees Five Thousand Only) in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata .

The General Manager Customer Service Cell, Strategic Planning Department 2 <sup>nd</sup> Floor, UCO Bank, Head Office-1, 10, B.T.M Sarani, Kolkata – 700001	Phone no: 033-44557970/7977 Fax no: 033-44557319 E-Mail: <a href="mailto:hosp.cscell@ucobank.co.in">hosp.cscell@ucobank.co.in</a>
--	---

The tender document may also be downloaded from the bank's official website [www.ucobank.com](http://www.ucobank.com). The bidder downloading the tender document from the website is required to submit a non-refundable fee of Rs. 5,000/- (Rupees Five Thousand Only) in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata, at the time of submission

of the technical bid, failing which the bid of the concerned bidder will be rejected.

## 6. Earnest Money Deposit

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

Particulars of Job to be undertaken	EMD
Supply of Call Agents for Call Centre, Kolkata	Rs. 2,00,000/-

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process without any interest thereon. The EMD of successful bidder(s) will be returned to them on submission of Performance Bank Guarantee (s) either at the time of or before the execution of Service Level Agreement (SLA).

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

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

## 7. Rejection of the Bid

The Bid is liable to be rejected if:

- 7.1 The document doesn't bear signature of authorized person.
- 7.2 It is received through Telegram/Fax/E-mail.

- 7.3 It is received after expiry of the due date and time stipulated for Bid submission.
- 7.4 The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP).

## 8. Performance Bank Guarantee

The successful bidder shall be required to provide a Bank Guarantee for 10% of the Total Cost of Ownership/Order Value issued by any scheduled commercial bank (other than UCO Bank) valid for the tenure of the contract period plus a claim period of 3 (three) months, indemnifying any loss to the Bank. The bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level Agreement (SLA). Bank reserves the right to invoke the BG for any non-compliance of the terms & conditions of this RFP or the SLA to be executed between the selected bidder and the Bank at any point of time without prejudice to its other rights and remedies available under the Contract and/or the Law (s) for the time being in force. In case the contract period is extended by the Bank, the selected bidder shall be responsible to extend the validity period and claim period of the Performance Bank Guarantee.

## 9. Indemnity:

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

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

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

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

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

#### 10. Pre Bid meeting

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bank intends to hold a pre bid meeting on the date & time as indicated in the table point no: 1 above. The queries for the Pre-bid Meeting should be reached in writing or by email on or before **05/10/2016** on e-mail: **hosp.cscell@ucobank.co.in**. It may be noted that no query of any bidder shall be entertained/received after the above mentioned date. Queries raised by the prospective bidders and the Bank's response will be available at Bank's web site.

Only authorised representative of bidder will be allowed to attend the Pre-bid meeting.

#### 11. Modification and Withdrawal of Bids

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by bidders, Bank shall be entitled to forfeit the EMD.

#### 12. For Recipient Only यूको बैंक UCO BANK

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

#### 13. Costs to be Borne by Bidder

All costs and expenses incurred by Recipients/Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient/Bidder.

#### 14. RFP response

If the response to this RFP does not include the information required or is incomplete or submission is through Fax mode or through e-mail, the response to the RFP is liable to be rejected.

All submissions will become the property of Bank. Bidders shall be deemed to license, and grant all rights to Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Bidders who have registered a

submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property rights that may subsist in the submission or Banking documents.

## 15. Liquidated Damage

Liquidated damages for late commissioning at 1% (One percent) of the order value per week will be charged for every week's delay in commissioning to a maximum of 10% of the order value.

UCO BANK reserves its right to recover these amounts by any mode as it deems fit and proper such as adjusting from any payments to be made by UCO BANK to the bidder, etc. without prejudice to its other rights and contentions available under the Law (s) for the time being in force. Liquidated damages will be calculated on per week basis.

## 16. Price

16.1. The Price Bid must include all applicable taxes.

16.2. The bidder shall keep the price valid for a period of **180 days** from the date of submission of bid. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.

16.3. Prices quoted by the Bidder shall be in Indian Rupees and not subject to any price escalation, if the order is placed within the validity period.

## 17. Payment Terms

**16.1** Terms of payment will be as under:

**16.2** No advance payment will be made. Payments will be made on monthly basis based on the actual number of agents deployed. The vendor has to submit a weekly timesheet for each agent signed both by the bank and vendor officials based upon which such payments will be made. The vendor is expected to maintain and submit a timesheet for such purposes based upon which payments will be processed.

**16.3** The financial bid submitted by the vendor must be in conformity with the payment terms proposed by the bank. Any deviation from the proposed payment terms would not be accepted.

## 18. Paying Authority

The payments as per the Payment Schedule covered hereinabove shall be paid by this office (Customer Service Cell, Strategic Planning Department, Head Office). However, Payment of the Bills would be payable on monthly basis based on the actual number of agents deployed as mentioned under payment terms.

## 19. Acceptance by the Bank

The selected bidder in presence of the Bank authorized officials will conduct acceptance test at the site. The test will involve successful operation and management of the Call Centre by the call agents supplied by the Vendor. No additional charges shall be payable by the Bank for carrying out these acceptance tests.

## 20. Order Cancellation (Termination)

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

- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
- b) The selected bidder goes into liquidation, voluntarily or otherwise.
- c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.
- d) Any attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- f) Deductions on account of liquidated damages exceed more than 10% of the total work order.
- g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.
- h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the

selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.

- i) UCO BANK reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

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

## 21. Consequences of termination

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

In the event that the termination of the Contract is due to the expiry of the term of the Contract and the Contract is not further extended by UCO BANK, the Vendor herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as UCO BANK may specify including training, where the successor(s) is a representative/personnel of UCO BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

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

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.



## 22. Force Majeure

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

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

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

## 23. Confidentiality



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

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.
- **Conflict of interest:** The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- The successful Bidder is required to execute a *Non Disclosure Agreement* to the



Bank as per Bank's format before or at the time of execution of the Master Contract.

## 24. Dispute resolution mechanism

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

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

In case the dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute/difference shall be submitted by either party for arbitration within **15 days** of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within **30 days** from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

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

fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

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

## 25. Training

The selected Bidder shall have to arrange to train the call agents to handle the call centre of the Bank at their cost and expenses. The duration of the training programmed should not be less than 6 working days.

## 26. Other Terms and Conditions of the RFP

26.1. Signing of the bid: The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.



26.2. Cost of preparation and submission of bid document: The bidder shall bear all costs for the preparation and submission of the bid. UCO BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

26.3. ERASURES OR ALTERATIONS: The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

26.4. Language of Bid: The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.

- 26.5. Non Disclosure Agreement: The selected vendor is required to sign a Non-Disclosure Agreement with UCO Bank as annexed with this RFP.
- 26.6. Price Freezing: The price finalized shall remain valid during the period of the Contract.
- 26.7. Preliminary Scrutiny: UCO BANK will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.
- 26.8. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part. In all the aforesaid matters, Bank's decision is final and conclusive.
- 26.9. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement without assigning any reason, whatsoever and without any cost or compensation therefor.
- 26.10. Clarification of Offers: To assist in the scrutiny, evaluation and comparison of offers/bids, UCO BANK may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder.
- 26.11. Audit by Third Party: Bank at its discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank.
27. Governing Laws & Jurisdiction of the Court: The provisions of this RFP and the Service Level Agreement to be executed shall be governed by the laws of India for the time being in force and the Rules made thereunder from time to time and all the dispute(s) or difference(s)

arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts at KOLKATA.

- 27.1. Publicity: Any publicity by the bidder in which the name of UCO Bank is to be used should be done only with the explicit written permission of UCO Bank. The Vendor shall not make or allow making a public announcement or media release about any aspect of the Contract unless UCO BANK first gives the Vendor its prior written consent.
- 27.2. Non-Transferable Offer: This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.
- 27.3. Address Of Communication: Offers/bid should be addressed to the address given in Bid Details-control sheet table in this RFP.
- 27.4. CONFIDENTIALITY OF THE BID DOCUMENT: The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.
- 27.5. If an agent bid on behalf of the Principal, the same agent shall not submit a bid on behalf of another Principal in the same tender for this project."
- 27.6. Cancellation of tender process: Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason and without any cost or compensation therefor.
- 27.7. Right to alter the number of Resources: The Bank reserves the right to alter the number of resources ( call agents ) specified in the tender in the event of changes in plans of the Bank. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder. The bank reserves the right to place order for additional resources at the agreed priced during the contract period with the same terms and conditions.
- 27.8. Modification of Order : Bank reserves its rights to modify (i.e., addition and reduction) the Purchase/Work Order as per its requirement and the payment for such addition /reduction would be determined on pro rata basis or on mutual consent of the parties.
- 27.9. Response of the Bid: The Bidder should comply to all the terms and conditions of RFP.
- 27.10. Bidder is required to comply with and adhere to all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc. Any license, if

required for providing the resources for call centre, need to be secured by the bidder. The bidder is solely responsible for any legal obligation related to this.

- 27.11. The successful bidder will get the arrangements done for safety, security, conveyance, other amenities like breakfast, lunch, dinner, coffee/tea etc. for the Call Agent resources supplied for the project. The cost of the same will be borne by the bidder. The bidder has to submit an undertaking to this effect.
- 27.12. The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to acts of misconduct/ breach of confidentiality etc. by the call agent resources supplied for Bank's Call Centre.
- 27.13. Price Discussion – It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 27.14. Non-Assignment: Neither the subject matter of the contract nor any right arising out of the contract shall be transferred, assigned or delegated to any third party by Vendor without prior written consent of the Bank.
- 27.15. **The services to be availed from the selected bidder is on a principal to principal basis and does not create any employer- employee relationship.** No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Vendor, for any assignment under the purchase contract to be issued for this RFP. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Vendor shall be paid by Vendor alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Vendor's employee, agents, contractors, and subcontractors, etc. The Vendor shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc. However, the Vendor would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

- 27.16. The Vendor is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The Vendor shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by the Bank. Vendor shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Vendor and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power , or outside the scope of power, vested under the purchase contract to be issued for this Tender.
- 27.17. UCO BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. UCO BANK has the right to re-issue tender/bid. UCO BANK reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. UCO BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

## Part –II

### **1. Eligibility Criteria for the bidder**

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

Sl	Eligibility Criteria	Document to be submitted
1.	The bidder must be a Limited Company, registered in India under the Companies Act, 1956/2013 and should not be a subsidiary of a foreign company.	Copy of Letter of Incorporation to be submitted.
2.	The company should be in existence for more than 3 years in India and having its <b>own office</b> in Kolkata	Copy of proof including lease agreement for its Kolkata office to be submitted
3.	The Bidder should have minimum three years of experience in running a call centre, including supply and management of call centre agents	Copy of agreement with the clients
4	The Bidder must have managed minimum 3 call center projects for established organizations in BFSI and at least one of them should be in scheduled commercial bank in India.	Copy of agreement / order of the clients
4.	The bidder should have a minimum yearly turnover of <b>Rs. 5 crores</b> per year during last 3 years from Indian Operations.	Copy of Annual Reports and Audited Balance Sheet for last three Financial Years to be submitted
5.	The Bidder should have at least 100 seats operational in India for domestic clients	Details of clients with number of seats to be given
6.	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.	As per Annexure-....

**UCO BANK reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of UCO BANK in this regard shall be final. The Bidder needs to comply with all the eligibility criteria mentioned above. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation. Any credential detail not accompanied by relevant proof documents from the clients will not be considered for**

***evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide. Any assumptions made by the Bidder's in response of this RFP will be at their own risk and cost. The bank will not be liable for any such assumptions / representations made by the Bidder's. The bank's decision will be final.***





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

- A hard copy of the credential letters from clients neatly bound and labeled.
- Scanned copy of the credential letters from clients neatly bound and labeled.
- Provide details of organization along with all the key contacts including their work phone, cell phone, work address and e-mail details.
- Provide certificate of incorporation
- Provide audited annual statement of accounts for the last 3 financial years i.e. 2013 - 2014, 2014 - 2015 and 2015 – 2016 in support of the following :
  - Turnover and profit from products / services
  - Locations in which the company has offices.
  - Total number of employees and employees in India.
- Provide the necessary documentation in support for the Bidder of the following:
  - Corporate structure, founder, and related history of the company
  - Ownership structure
  - Number of years in this business and relevant business lines
- Credentials describing the bidding company's experience in providing the services, relevant to this request, as follows:
  - Name of the company / Bank
  - Year from which services being provided
  - Key client references by providing details such as name, address, e-mail address, phone no., fax no. and mobile no.

The Bidder is expected to provide Customer service centre executives who have expertise in operating the Customer service centre. Also, the Bidder should have a well defined methodology for providing customer service centre services in the financial/banking domain with Credentials for running customer service centre for at least three years.

The bidder should also be offering agents each for retail banking processes, outbound sales calling and collections outbound calling to a BFSI organization in India. The bank reserves the right to disqualify bidders that do not submit sufficient proof of credentials in order to meet the specified eligibility criteria. The Bidder must submit in a separate sealed envelope credentials proving their eligibility to bid for the project. All supporting documents need to be enclosed. The envelope must be labeled 'Eligibility – Supply of Agents for Customer service centre(Call Centre) Project'. The first stage of evaluation will be validation of the eligibility criteria. Only those bidders that meet the eligibility criteria will be considered for further stages of evaluation viz. technical and commercial stages.

## Part –III

### 1. Scope of Work/Requirements

- 1.1 UCO Bank intends on setting up a 24x7x365 Call centre for its customers, at bank's own premises, at Kolkata. The Call Centre project would be for a period of 3 years. The Bank proposes to make outsourcing arrangements of Call Agents for **10** Call Desks scalable up to **30** Call Desks during the period of 3 years (on the basis of number of calls handled) and strictly as per requirement of the Bank.
- 1.2 The scope of the work would cover supply of experienced, multi-lingual Call Agents with required technical and banking skills for managing Bank's Proposed Call Centre.
- 1.3 The agent must have experience in handling and managing in bound and out bound calls
- 1.4 Ability to handle and track calls in a timely manner
- 1.5 Excellent communication skills (verbal - Languages: English, Bengali, Marathi, Hindi, Oriya, Tamil, Telugu, Kannada and Malayalam
- 1.6 Every agent must be fluent in English and Hindi
- 1.7 The Bank will intimate the vendor on the initial regional language skills for other languages up to a period of the first six months at the time of contract signing. The languages mentioned above are indicative and any additional agent language requirements will be intimated one month in advance and the bank will pay no additional cost for these language requirements apart from the per agent cost.
- 1.8 Experience of working within a high pressure and demanding environment
- 1.9 The Bank reserves the right to interview all agents and reject agents if required
- 1.10 The agent setup for the call centre would be a three tier structure. The bidder would need to provide agents for two levels .Level wise breakup of the job roles for the agents:
  - **L1 - General (Agents)** - These agents would solve minor technical / inquiry based difficulties / queries, make outbound calls for sales and collections and execute transactions.
  - **L 2 - Supervisors** - These agents would have a better understanding of banking and products UCO Bank has to offer. They should have analytical skill to understand the situation and explain to the

customer ensuring satisfaction. They will also manage the call centre, agents and execute activities such as floor management.

- **L3 - Managers** - These are bank officers who would ideally handle the calls where the customer may not be satisfied / or which have not been able to be resolved by the L1 and L2 explanation.

- 1.11 The resources should be skilled/ experienced/ trained to handle the queries / issues which are expected from the Call Agents of Bank's Call Centre on banking operational areas e.g. ATM queries, Internet Banking, Mobile Banking, Retail Banking, Government Business, Collection Services , Pension Payment (Govt) etc.
- 1.12 Requirement of Hardware, Software, networking, solution and seating infrastructure would be provided by the Bank. However, Bidder is required to submit design/ layout of seating arrangement of the Call agents.
- 1.13 Acceptance Testing on Bank's Call Centre Hardware/Software/Solution and training would be arranged by the Bidder at his own costs.
- 1.14 Bidder is also required to submit details of the arrangements made for the safety/security of the Call agents including their conveyance arrangements and other amenities viz. Breakfast, lunch, dinner, tea/coffee etc. the entire costs of which would be borne by the Bidder only.
- 1.15 **Security being prime concern, Bidder should make satisfactory provisions/ arrangements so that the resources deployed in the Call Centre do not breach the security/ confidentiality of the Bank and its clients in any way. Bidder is required to submit details of plan to ensure the security/ confidentiality of Bank and its clients.**

## 2. Schedule of Implementation

- 2.1 The Selected Bidder must deliver the resources ordered **within 4 weeks** from the date of the Contract / Order.
- 2.2 Acceptance test and training should be completed **within 2 weeks** of delivery of the resources. The Acceptance test and training costs are to be borne by the Bidder.
- 2.3 The resources supplied should be enabled to manage the Call Centre within **6 weeks** of the Contract / Order.

### 3. Penalty Charges

- The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- In the event of failure of maintaining the SLA, penalty of 1% of the cost of the project per day would be levied subject to a maximum of 10% of the total order value.
- Bank may recover such amount of penalty from any payment being released to the vendor, irrespective of the fact whether such payment is relating to this contract or otherwise.
- If any act or failure by the bidder under the agreement results in failure or inoperability of resources and if the Bank has to take corrective actions to ensure functionality of the same, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the resources provided by the Bidder.
- The Bank shall implement all penalty clauses after giving due notice to the bidder.
- If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

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

### **1.1 Evaluation Methodology**

The evaluation will be a three-stage process -

Phase 1 – Eligibility Evaluation

Phase 2 – Technical Evaluation

Phase 3 – Commercial Evaluation

#### **1.2.1 Eligibility Evaluation**

The Bank will evaluate the technical response to the RFP of bidder who are found eligible as per the eligibility criteria mentioned in the RFP.

#### **1.2.2 TECHNICAL EVALUATION**

The proposals will be evaluated in two stages. In the first stage, i.e. Technical Evaluation, the bidders will be shortlisted, based on bidder's responses. In the second stage, the commercial bids would be evaluated.

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

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

#### **1.2.3 COMMERCIAL EVALUATION**

Commercial Bids of bidders, who qualified in the technical evaluation stage, will be considered for participation in commercial Bidding. After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail.

### **1.3 Selection Methodology**

Technically qualified and eligible as per eligibility criteria mentioned in the RFP with lowest quote based on Total Cost of Ownership (TCO) will be considered as successful bidder.

\*\*\*\*\*

## (Tender offer forwarding letter)

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

Date: .....

The General Manager  
UCO Bank,  
Customer Service Cell  
Strategic Planning Department  
Head Office I, 2nd Floor, 10, B T M Sarani,  
Kolkata - 700001

Dear Sir,

Sub: Your RFP for "Supply of Call Agents for Call Centre"

Ref No. RFP No..... Dated.....

With reference to the above RFP, having examined and understood the instructions for all annexures, terms and conditions forming part of the Bid, we hereby enclose our offer **Supply of Call Agents for Call Centre mentioned** in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by the bank we undertake to **Supply Call Agents for Call Centre** as per your purchase orders/ Agreement.

In the event of our selection by the bank for **Supply of Call Agents for Call Centre**, we will submit a Performance Bank Guarantee for a sum equivalent to 10% of the project cost for a period of **Three years** with claim period of three months, effective from the month of execution of the Agreement in favor of UCO Bank.

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

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

We enclose the following :

1. DD/ Bankers Cheque No..... dated for Rs. 5,000/- (Rupees Five Thousand only) as Cost of RFP Documents
2. BG No ..... dated \_\_\_\_\_ 'as Earnest Money Deposit.

Both DD/Bank's Cheque and or BG are issued in favour of UCO Bank by.....  
Branch of.....Bank payable at **Kolkata**.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016

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

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

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

## Bank guarantee (Security Deposit Format)

To

**The General Manager**  
**UCO Bank,**  
**Customer Service Cell**  
**Strategic Planning Department**  
**Head Office I, 2nd Floor, 10, B T M Sarani,**  
**Kolkata -700001**

Dear Sir(s),

**Sub: Supply of Call Agents for Call Centre****Ref No:- .....Dated: -.....**

In response to your **Request for Proposal (RFP)** for **Supply of Call Agents for Call Centre**, M/s ..... having their registered office at ..... (hereinafter called the 'Vendor') wish to respond to the said Request for Proposal (RFP) for self and other associated vendors and submit the proposal for **Supply of Call Agents for Call Centre** and to provide related services as listed in the RFP document.

Whereas the 'Vendor' has submitted the proposal in response to RFP, we, the \_\_\_\_\_ Bank having our head office \_\_\_\_\_ hereby irrevocably guarantee an amount of Rs. .... (Rupees ..... only) as bid security as required to be submitted by the 'Vendor' as a condition for participation in the said process of RFP.

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

1. If the Vendor withdraws his proposal during the validity period of the proposal; or
2. If the Vendor, 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 Rs.... (Rupees .....) without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by UCO Bank which shall be conclusive and binding on us irrespective of any dispute or difference raised by the vendor.

Notwithstanding anything contained herein:

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

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

**Format for Performance Bank Guarantee**

To

**The General Manager  
UCO Bank,  
Customer Service Cell  
Strategic Planning Department  
Head Office I, 2nd Floor, 10, B T M Sarani,  
Kolkata -700001**

Dear Sir(s),

**Sub: Supply of Call Agents for Call Centre**

WHEREAS, The UCO Bank, having its Head Office at 10 B.T.M Sarani, Kolkata - 700001 (hereinafter called the 'Bank') has invited Bids for the **Supply of Call Agents for Call Centre** on the terms and conditions mentioned in the Bid document.

1. It is one of the terms of invitation of Bids that the Bidder shall furnish a Bank Guarantee as Earnest Money Deposit of Rs..... (Rupees..... only).

2. M/s \_\_\_\_\_, (hereinafter called as Vendor), who are our constituents intend to submit their Bid for the said work and have requested us to furnish guarantee to the 'Bank' in respect of the said sum of Rs..... (Rupees..... only).

NOW THIS GUARANTEE WITNESSETH

1. We \_\_\_\_\_ (Bank) do hereby agree with and undertake to the UCO Bank, their Successors, Assigns that in the event of the UCO Bank coming to the conclusion that the Vendor have not performed their obligations under the said conditions of the Bid or have committed a breach thereof, which conclusion shall be binding on us as well as the said Vendor. We shall on demand by the UCO Bank, pay without demur to the UCO Bank, Rs..... or any lower amount that may be demanded by the UCO Bank. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Vendor under the said Conditions, provided, however, that our liability against such sum shall not exceed Rs..... (Rupees..... only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs..... as aforesaid shall be paid by us without any demur or protest, merely on demand from the UCO Bank on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the UCO Bank shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Bank within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the UCO Bank under this guarantee shall be independent of the agreement or agreements or other understandings between UCO Bank and the Vendor. This guarantee shall not be revoked by us without prior consent in writing of the UCO Bank.

We hereby further agree that –

a) Any forbearance or commission on the part of the UCO Bank in enforcing the conditions of



the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and / or hereunder or granting of any time or showing of any indulgence by the UCO Bank to the Vendor or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Vendors of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs.....(Rupees.....).

b) Our liability under these presents shall not exceed the sum of Rs.....(Rupees.....).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in Bidding for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to XXXXXXXXX provided that if so desired by UCO Bank, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under this presents will terminate unless these presents are renewed as provided hereinabove on the \_\_\_\_\_ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by UCO Bank alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of UCO Bank against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours' faithfully,



For and on behalf of

\_\_\_\_\_ Bank.

Authorised official.

(NB : This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified).

**Checklist of documents for Eligibility Criteria**

SI No	Eligibility Criteria	Complied (Y/N)	Mention the Document submitted
1.	The bidder must be a Limited Company, registered in India under the companies Act 1956.		
2.	The company should be in existence for more than 3 years in India and having its <b>Own Office</b> in Kolkata		
3.	The PB(Preferred Bidder) should have minimum three years of experience in running a call centre, including supply and management of call centre agents		
4	The PB must have managed minimum 3 call center projects for established organizations in BFSI and at least one of them should be in scheduled commercial bank in India.		
4.	The bidder should have a minimum yearly turnover of <b>Rs. 5 crores</b> per year during last 3 years from Indian Operations.		
5.	The PB should have at least 100 seats operational in India for domestic clients		
6.	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.		

Signature of Bidder:

\_\_\_\_\_

Place:

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

Date:

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



**Commercial Price****Call Agent support cost Details**

			First Year	Second Year	Third Year	
Agents for Call Centres	Per agent per Month (Unit Cost) (M1)	Per agent per year (Unit Cost) (Y1 = M1x12)	No. of Resources Required (R1)	No. of Resources Required (R2)	No. of Resources Required (R3)	Total $T1=(Y1 \times (R1+R2+R3))$
Agent Costs			12	18	25	
Supervisor costs			3	4	5	
Total						

**Note:**

Total cost will be calculated by multiplying Unit cost by total number of resources specified in the above table to arrive at TCO. **The L1 (lowest one) will be selected as successful bidder as per above table on grand total.**

**Note:**

1. Bidders should strictly quote in the format and for periods as mentioned above. No rows or columns should be deleted.
2. No column/row should be left blank. In case of '0' (Zero)/NIL, it should be mentioned clearly as '0' (Zero)/NIL.
3. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.
4. **Prices quoted by Vendors should be inclusive of all costs such as, taxes etc. that need to be incurred.**
5. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
6. The bidder is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR would not be considered.

We certify that all the components quoted above includes cost of all activities and prices quoted are all in compliance with the terms stipulated in the RFP No:

We also confirm that we agree to all the terms and conditions mentioned in this RFP No -----

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Business Address:

Signature:

Name:

## Technical Evaluation Sheet

S.No	Technical specification requirement	Compliance (Yes/No)
1	Call Agents should be having Multilingual skills	
2	Service Provided should be comparable to industry standards as per SLAs	
3	All Security/Safety/ conveyance requirements for call agents to be arranged by the Vendor.	
4	Amenities like coffee/lunch/dinner etc. to be provided by the Vendor	
5	Vendor should make proper arrangements to protect Bank's confidential data	
4	Vendor will have to undertake training of call agents and acceptance testing as per the requirements of the Bank	
5	All agents must be adequately qualified and technically skilled along with banking skills/Experience.	



Place: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

## 1.0 Scope

This document describes the minimum acceptable level of service to be provided by the Call centre Vendor. The Service Level Agreements (SLAs) enlisted here are indicative and an exhaustive list will be prepared by UCO Bank on award of the contract.

## 2.0 Performance Criteria

### 2.1 Periodic Reviews

Periodically, but no less than monthly, the Vendor and UCO Bank shall review and evaluate the Vendor's performance against the performance standards set forth in this document. The Vendor shall take all steps reasonable necessary to rectify any identified deficiencies related to its performance. If it is mutually determined that adjustments to the minimum performance standards set forth herein are warranted, the parties agree to negotiate adjustments in good faith.

### 2.2 Agent Performance Metrics

SI No.	Performance Metric	Measure Unit	Service Level
1	First Point of Contact (FPOC) Resolution Rate	Percentage of all incoming calls	Monthly Objective = 85%
2	Average Call Response Time / Average Speed of Answer	Seconds	80% of incoming calls within 5 seconds
3	Average Call Handling Time	Seconds	Less than 300 seconds
4	Abandoned Call Rate (%)	Percentage of all incoming calls	Less than 3%
5	Average Delay Before Abandon	Seconds	Less than 60 seconds
6	Repeat Call Rate	Percentage of all incoming calls	Less than 5%
7	Average After Call Work Time / Wrap Up Time	Seconds	Less than 120 seconds
8	Average Hold Time	Seconds	Less than 30 seconds
9	Number of complaints escalated to Level 2	Percentage of all incoming calls	Less than 10%
10	Number of complaints escalated to Level 3	Percentage of all incoming calls	Less than 3%
11	Error Rates (Rework and Overrides)	Percentage of all incoming calls	Less than 2%

## Non-Disclosure Agreement

This Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2016 between \_\_\_\_\_, a company incorporated under the Companies Act (hereinafter referred to as "-----") having its registered office at \_\_\_\_\_, which expression shall, unless repugnant to the context, mean and include its successors and assigns of the One Part

And

UCO Bank, a company was originally incorporated on January 6, 1943 as the "The United Commercial Bank Ltd" with its registered and head office at Kolkata. It has its registered office at 10 B.T.M. Sarani Road, Kolkata- 700001. The Bank was nationalized in 1969 and in 1985 "United Commercial Bank Limited" had its name changed to "UCO Bank" by an act of parliament. UCO Bank (hereinafter referred to as "the Bank") shall, unless repugnant to the context, mean and include its successors and assigns of the Second Part.

and the Bank are collectively referred to as "Parties" and individually referred to as "the Party". The Party that discloses information is herein referred to as the "Discloser" and the Party that receives information is herein referred to as "the Recipient"

WHEREAS, the parties hereto acknowledge that Parties desire to engage in certain discussions with each other in order to evaluate a possible business relationship (any such transaction, the "Transaction"), and in the process each party hereto may furnish the other party with certain information which is confidential and proprietary information, future plans, financial data, operations description, business statistics and volumes and other information in written, oral and /or physical / sample form that is non-public, confidential, or proprietary in nature (collectively "Information").

NOW THEREFORE, as a conditions to, and consideration of Parties engaging in further discussions with each other and providing the other with certain Information (as defined below), the Parties hereby acknowledge and agree as follows:

**1. Information covered by this Agreement.** All information (whether written, oral, electronic, or otherwise) furnished by Discloser or its Representatives (as defined below) to Recipient or its Representatives including all customer data, account information, analyses, compilations, forecasts, studies, summaries, notes, data and other documents and materials in whatever form maintained, whether prepared by Recipient, its Representatives, or others in relation to the Transaction, which is hereinafter referred to as the "Information", provided that the term "Information" will not include information that

- (i) is or becomes publicly available (other than as a result of any disclosure by Recipient or its Representatives that it is not permitted under this agreement),
- (ii) is or becomes available to Recipient on a non-confidential basis from a source (other than Discloser or any of its Representatives) that, to the best of Recipient's knowledge, is not prohibited from disclosing such information to the Recipient by a legal, contractual, fiduciary or other obligations to Discloser, or
- (iii) is known to Recipient prior to disclosure by Discloser or any of its Representatives without violation of duty of law, or

- (iv) is subsequently independently developed by the Receiving Party without use of any of the Disclosing Party's Confidential Information, or
- (v) is approved for release or use by written authorization from the Disclosing Party for the purpose for which it is related.

For the purposes of this Agreement, "Representatives" shall mean, with respect to Either Party, such Party's and its affiliates' employees, agents, nominees and Representatives.

**2. Confidentiality of Information.** Recipient and its Representatives

(i) will keep the information strictly confidential and will not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 4 below), without Discloser's prior written consent, disclose to any person or entity any Information in any manner whatsoever and

(ii) will not use any Information in any manner (whether for itself, any other person or entity, or otherwise) other than solely in connection with its consideration of the transaction. Recipient further agrees to disclose the Information only to its Representatives (a) who need to know the Information solely for the purpose of evaluating the transaction and (b) who are informed by Recipient of the confidential nature of the Information and the fact that use of the Information is governed by this Agreement. Recipient to cause its Representatives to observe the terms of this Agreement and will be responsible for any breach of this Agreement by any of its Representatives. In addition, Recipient and its Representatives shall take all necessary actions and precautions to prevent the disclosure of any Information, which is limited by the provisions of paragraph 3 below in any manner contrary to the provisions of this Agreement.

3. **Confidentiality of transaction and transaction status.** Without the prior written consent of Discloser, neither Recipient nor its Representatives will (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 4 below) disclose to any person or entity (other than any person or entity considering participating in the transaction with the Recipient) any Information.
4. **Mandatory Request from Third Parties for Information.** In the event that Recipient or any of its Representatives are legally required to disclose any of the information or any information the disclosure of which is limited by the provisions of paragraph 3 above (collectively, the "Compelled Information"), Recipient will notify Discloser promptly in writing of the terms and circumstances surrounding such required disclosure. Recipient and its Representatives agree not to oppose any action by Discloser to obtain a protective order or other appropriate remedy (provided the same does not impose or seek to impose any criminal or other liability upon the Recipient and/or its Representatives) and shall co-operate fully with Discloser, at Discloser's expense, in connection therewith. In the event that such protective order or other remedy is obtained, Recipient and its Representatives will furnish only that portion of the compelled information that Recipient is advised by counsel as is legally required and will use its reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such compelled information.
5. **No obligation to consummate Transaction.** Both the parties acknowledge and agree that neither of the parties have made any firm decision to pursue any transaction with the other and agree that both the parties will have the right at its sole discretion without giving any reason therefore at any time to terminate discussion concerning a possible transaction to elect not to pursue such transaction or to pursue transaction with the third party without the involvement of the other. If either Party decides that it does not wish to proceed with the Transaction, it will promptly inform the other Party of that decision. In addition, the Discloser may elect at any time by providing 7 days' prior written notice to the Receptient to terminate further access to the Information disclosed or proposed to be disclosed to it.



6. Not to Disclose. It is mutually agreed between the parties that Discloser will not disclose to any third parties, the fact of the discussions with the Recipient or any possible transaction with the Recipient to any third parties except to such parties as authorized by and / or in consultation with the Recipient. It is however, agreed that disclosure of the said information to Discloser's attorneys and its authorized representatives for the purpose of implementation of the decision, if any to transact with the Recipient shall be treated as authorized disclosure. Further, the Recipient shall treat the Information with the same degree of care and protection, as it would for its own records & Information.
7. No Representations as to the Accuracy of the Information. Each Party warrants to the other that it has the right to disclose information to the other party. Recipient and its Representatives acknowledge that neither Discloser nor any of its Representatives make any express or implied representation or warranty as to the accuracy or completeness of the information. In addition, neither Discloser nor any of its Representatives shall have any liability to Recipient or any other person in connection with the use of the information.
8. Return of Information. Upon the request of Discloser, Recipient shall return or destroy any information in its possession or the possession of any of its Representatives. To the extent that such information is destroyed, Recipient shall certify such destruction in writing. However, this does not apply to Information delivered by Discloser to Recipient under any other contract. It is understood between the parties that the termination of this agreement or return or destruction of Information or restriction of access to such Information shall affect either Party's obligations under this Agreement or those of its Representatives and affiliates, and all such obligations shall continue to remain in effect until the earlier of (a) two years from the date of this Agreement; or (b) the closing of the Transaction.
9. Alternate Relief's. The Recipient acknowledges that damages are not a sufficient remedy for the Discloser for any breach of any of the Recipient's undertakings herein provided and the Recipient further acknowledges that the Discloser is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of those undertakings by the Recipient, in addition to any other remedies available to the Discloser in law or in equity.
10. Miscellaneous Provisions. No failure or delay in exercising any right, power of privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or exercise of any right, power or privilege hereunder. This agreement contains the entire agreement between the Recipient and Discloser concerning the subject matter hereof and supersedes all previous agreements written or oral, relating to the subject matter hereof. No modifications of or changes to this agreement or the terms and conditions hereof will be binding upon the parties hereto, unless approved in writing and signed by each of the parties hereto. This agreement may be executed in counter parts, each of which shall be deemed to be any original, but both of which shall constitute the same agreement.
11. Arbitration/Governing Law: The Parties shall negotiate in good faith all disputes arising out of or in connection with this Agreement. However, if any dispute has not been resolved between the Parties within thirty (30) days after the date the Party raising the dispute gave notice of it to the other Party; then the said dispute shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996. Each Party to the dispute shall appoint one Arbitrator each and the two Arbitrators shall appoint the third or the presiding Arbitrator. The arbitration proceedings shall be conducted in the English Language. The venue of Arbitration shall be at Mumbai. The arbitration award shall be final and binding upon the Parties and judgement

may be entered thereon, upon the application of either Party to a court having jurisdiction. This agreement will be governed by and construed in accordance with the laws of India. The Parties agree to submit to the exclusive jurisdiction of Courts at Mumbai.

12. This Agreement shall not be assignable or transferable by either Party without the written consent of the other Party.
13. This Agreement shall continue for a period of two (2) years from its execution or the closing date of the transaction, unless earlier terminated in writing by both Parties. The obligation to protect the Information shall survive and continue for a period of two (2) years beyond any termination or expiration of this Agreement.

For UCO Bank

By: Title:

For receiving party

By:  
Title:



Letter -Modified RFP-Call Centre Agent