



UCO BANK

Department of Information Technology

RFP for Selection of Application Service Provider (ASP) for e-Procurement and Reverse / Forward Bidding Solution

RFP Ref No: DIT/BPR & BTDOA/3339/2018-19 Date: 16/11/2018

Pre-Bid Replies / Clarifications to Queries raised by the Bidder(s) and Amendments

SI No.	Page No / Clause No	Terms & Conditions as per RFP	Queries by the Bidder (s)	Bank's Response
1.	Page no. 13, Point no. 7: Price Bid	Prices quoted must be firm and final and shall not be subject to any reopeners or upward modifications, on any account whatsoever including exchange rate fluctuations, revision in taxes, duties, levies, charges etc. The Bid Prices shall be indicated in Indian Rupees (INR) only. Any decision in this regard by Bank shall be final, conclusive and binding on the service provider.	<p>Just in the above paragraph in same page it is written: "The unit price should be inclusive of all taxes, duties, levies, charges, insurance, etc. except GST as applicable from time to time shall be paid separately. In case of any variation (upward or downward) in GST quoted separately which has been included as part of the price bid, such variation will be borne by or passed on to the Bank. Variation would also include the introduction of any new tax / cess."</p> <p>Thus these statements are self-contradictory. Kindly let us know if upward revision in prices will be possible if &amp; only if the govt. taxes is increased or not?</p>	Bank will only pay GST as applicable.
2.	Page no. 28, Point no. 43 : Award Criteria	The commercial bids submitted by the service providers in Annexure - IX will be evaluated as per price quoted and the	The L1 is L1 basis the TCO. Thus if L1 is higher than L2 on any line item & then telling L1 to match L2 price for that line item means that TCO of L1 will be	For clarification, please refer to clause no. 43 "Award Criteria" of the subject RFP.

	<p>Service provider, 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 service providers. In case, L2 vendor is not agreeing to match the L1 price the next lowest will be given a chance to match the</p>	<p>reduced, which is beneficial to UCO Bank but considering that fact that pricing strategy arrived by any service provider is specific &amp; unique &amp; a trade secret by that service provider thus we request to reconsider this clause as L1 TCO price will be benchmark for others i.e. L2, L3, L4.. &amp; so on to match &amp; not line item basis.</p> <p>We would also like to know that if suppose L1 is not willing to match the L2 price of specific line item, then in such a scenario will UCO Bank reject L1 &amp; then ask L2 to match L1 price.</p> <p>If the answer to the above is Yes then TCO of L2 will be equal to L1 but still L1 does not get the offer but L2 &amp; if L3 also matches L1 then the order will be split in 60:40 ratio on L2 &amp; L3 at the same TCO of L1 but surprisingly L1 is out of contention for their refusal to match line item wise lower L2 price. We would like to know what will UCO Bank do in such a scenario?</p>	
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		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.		
3.	Page no. 17, Point no. 13 (9) : Eligibility Criteria	E-Procurement & e-Auction solution proposed by the service provider and related system should conform to the requirements of CVC guidelines, Central Govt. guidelines, STQC certified.	Kindly clarify if in STQC Certification the latest laws & guidelines are to be mentioned or not. Case in point is many laws undergo a change like GFR & IT Act, thus over & above the STQC certificate, does UCO Bank also want that the STQC Certificate should have mentioned of the latest laws like GFR 2017 has superseded GFR 2005.	The modified clause stands as under:- “E-Procurement & e-Auction solution proposed by the service provider and related system should conform to the requirements of CVC guidelines, Central Govt. guidelines, STQC certified as per latest laws / Govt. / regulatory guidelines mentioned on it, validity of which may be verified from the certifying authority.”
4.	Page no. 18, Point no. 13 (13) : Eligibility Criteria	Any service provider, 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.	Does it mean the service provider should not have been blacklisted ever or the service provider should not be blacklisted as on the date of bid submission?	The clause stands modified as under: “Any service provider, 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 till the date of bid

				submission of the subject RFP, is not eligible to participate."
5.	Page no. 18, Point no. 13 (14) : Eligibility Criteria	<p>The service provider should have its presence across the country (preferably Bank's Zonal Office locations as per Annexure - XVII) either its own office or it should have tie-up arrangement with other agencies for support.</p>	<p>Let us suppose the service provider has pan India presence (may not be at the UCO Bank's Zonal offices but may be in the nearest town or city). Kindly let us know what is the objective of this presence?</p> <p>Since eProcurement, eRA or eFA is done over internet &amp; also helpdesk team stationed at any location in India can support any request be it from Buyers or Bidders over phone &amp; also on remote connectivity basis over internet. Even initial training can be imparted physically at UCO Bank's training centre &amp; then subsequent trainings can be handled thru' remote connectivity software or thru' video conference.</p> <p>Thus kindly clarify what is the purpose of physical presence.</p>	<p>The service provider should have PAN India presence mandatorily and presence at our Zonal Office locations (Annexure - XVII) is preferable.</p>
6.	Page no. 19, Clause no. 16 : Audit by 3 <sup>rd</sup> party	<p>Bank at its sole discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank before issuance of Letter of Intent and during the contract period. The audit charges shall be borne by the service provider.</p>	<p>Kindly specify how many times in the 3 year period do you intend to audit as the same is required to be build in the cost as the cost has to be borne by the service provider.</p> <p>Secondly, it is mentioned that even such audit can be performed even before the issuance of LOI. If such is the case, as there has been no contractual obligation between UCO Bank &amp; the</p>	<p>Bank may perform auditing to meet the statutory / regulatory requirements, audits more than once a year may be required to perform.</p>

			service provider thus reimbursing the cost of audit in untenable. Kindly clarify the same.	
7.	Page no. 19, Clause no. 17 : Price	The service provider shall keep the price valid for entire contract period. Under no circumstances, Bank shall bear any increase in the prices.	This self-contradictory to clause no. (7) price bid, where its written that : "In case of any variation (upward or downward) in GST quoted separately which has been included as part of the price bid, such variation will be borne by or passed on to the Bank. Variation would also include the introduction of any new tax / cess." Basis the same prices due to increase in taxes can be increased. Kindly clarify the same.	Bank will only pay GST as applicable.
8.	Page no. 20, Clause no. 19 : Three Bid System, Bid Opening & Evaluation Criteria	The Bank will open the eligibility and technical bids, in presence of service providers" representative(s) who choose to attend, at the time and date mentioned in Bid document on the date and venue mentioned in control sheet. The service provider's representatives who will be present shall sign the register evidencing their presence / attendance.	Does this mean that the bank will open the price bid on its own i.e. without intimating the technically qualified vendors & (& even if UCO Bank intimates then) the same will also be opened without the presence of the technically qualified vendors (as the prospective service providers will not be allowed to view the bids)  Kindly clarify the same.	RFP clause is self-explanatory.
9.	Page no. 20, Clause no. 19 : Point (C ) - Technical & Functional Evaluation	During the period of evaluation, service providers may be asked to provide more details and explanations about information provided in the proposals. Service providers should	If the clarification is request on a day, it would be impossible to reply within the same day or the next day.  Thus kindly specify the no of working days the service provider would be provided to submit its clarification.	For clarification required by the Bank during evaluation phase, reasonable time-line shall be given. However, time-line specified by the Bank is final and binding

	under Three Bid System, Bid Opening & Evaluation Criteria	respond to such requests within the time frame indicated in the letter / fax / e-mail seeking clarification / explanation.		upon by the service provider.
10.	Page no. 33, Clause no. 61 : Order Details	The purchase order will be placed by Bank Head Office, DIT in the name of selected service provider as per requirement. The payment will be made by Head Office, DIT and the Performance Bank Guarantee for order will be required to be submitted in the same office.	<p>In page 29 under clause no 47. Payment Terms it is written: Payment shall be released 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."</p> <p>Thus kindly clarify the payment will be done by Bank Head Office or by the individual bank for whom the event was conducted.</p>	<p>The clause stands modified as under:</p> <p>"The purchase order will be placed by Bank Head Office, DIT in the name of selected service provider as per requirement. The payment will be released by office as mentioned in the Purchase Order and the Performance Bank Guarantee for order will be required to be submitted in the same office."</p>
11.	Page no. 29, Clause no. 47 : Payment Terms	Payment shall be released event-wise by the related offices of the Bank, who have assigned the job of conducting the event and on successful completion of such RFP.	<p>Option (1): Does it mean the event i.e. it may be an RFP or a RA or FA's mandate in the form of excel or mail will be given to the service provider &amp; then the service provider has to issue the RFP or eRA or eFA on behalf of UCO Bank &amp; then complete the entire routine procurement process by the service provider's officials or</p> <p>Option (2): The service provider will configure the platform, provide training, do hand-holding &amp; then purchase officers from UCO Bank will</p>	The details are already mentioned in Technical Requirements and Scope of Work of the subject RFP.

			<p>use the platform on self-service mode basis &amp; of course for any issues or troubleshooting helpdesk &amp; team from service provider will be there to assist UCO Bank officials.</p> <p>Kindly let us know which option (1) or option (2) would UCO Bank opt for or is there any other modus operandii that you have in mind. Kindly clarify the same.</p>	
12.	<p>Page no. 45, Clause no. Point 3: Data Centre (DC) &amp; Disaster Recovery Site &amp; point no V: page 67: Annexure VII: Detailed Scope of Work</p>	<p>The Service provider will set up the DR site at his Data Centre / hired Data Centre within India.</p> <p>Under detailed scope of work it is written: "The service provider should have their own infrastructure having Data Centre with all required hardware and software, application software with proper Backup facilities."</p>	<p>Does it mean that the primary data centre (i.e. not DR) has to be owned &amp; operated within the premises of the service provider or does it mean that the service provider can provide the platform by hosting it into any 3<sup>rd</sup> party data centre. Kindly clarify.</p>	<p>Clause stands as per RFP.</p>
13.	<p>Page no. 51, point 1: Annexure VI: Functional/Technical Requirements</p>	<p>Modular: The various stages of the eTender should be modular and should be capable of being implemented independent of each other</p>	<p>Does it mean that a particular module may be activated without usage/activation of another module. For example RFP can be started from Indent module &amp; if need be RFP can be started from RFP module itself without the need of creating the indent in the system. Is our interpretation correct?</p>	<p>RFP clause is self-explanatory. However, the service provider will have to give details of all the modules available.</p>

14.	Page no. 29, Clause no. 47 : Payment terms	Payment shall be released 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.	Kindly clarify what UCO Bank means by successful event.  Does it mean at least 2 bidders have participated in an auction event & there has been reduction from SBP. For a simple RFP does it mean that bidders have participated & bids have been opened. Please clarify the same.	Successful event means end-to-end logical conclusion of the event as per the Business Rule defined jointly by the service provider and Bank and accepted by Bank.
15.			Is this RFP for selection of e-auction service provider for conducting forward auctions under SARFAESI act?	The scope of work of this RFP contains the entire tendering process including the Reverse Auction and Forward Auction (including SARFAESI Act).
16.			Being India's no. 1 Property Site & essentially a marketing platform for real estate, will there be a separate marketing fee for marketing of NPA e-auctions.	There is no change in the Eligibility Criteria pertaining to this point.
17.	Page no. 29, Clause no. 43 : Award Criteria	The commercial bids submitted by the service providers in Annexure - IX will be evaluated as per price quoted and the Service provider, 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	Shall there be only two (L1 & L2) Service providers to be selected for providing eAuction services or will more service providers be selected?	Clause stands as per RFP.



		<p>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 service providers.</p> <p>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.</p>		
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18.			<p>We are a limited company with a turnover of more than 150+ crores, working since 2013 and have experience of two years for providing satisfactory e-auctions services to PSB Bank (1), Private Banks &amp; HFC's, not declared profit after tax (PAT) in last 3 years however our parent company BCCL( The Times of India Group ) has declared a profit of 827.09 Crores in FY 16-17. Are we eligible to participate as other PSB Bank had also selected us on merit? Please clarify</p>	<p>There is no change in the Eligibility Criteria pertaining to this point.</p>
19.			<p>What is TCO (Total Cost of Ownership)? Why 10% Performance Bank Guarantee is required?</p>	<p>Lowest Service provider (L1) will be determined on the Total Cost of Ownership (TCO). Performance Bank Guarantee (PBG) equivalent to an amount of 10% of TCO is required as a performance security in terms of performance of the selected service provider.</p>
20.			<p>We have completed more than 400 Forward e-auctions but not operational for e-procurement since it's not our functional domain. Are we still eligible?</p>	<p>There is no change in the Eligibility Criteria pertaining to this point.</p>
21.			<p>What are the third party audit charges &amp; what is the frequency of audit per financial year?</p>	<p>Bank may perform auditing annually. However, to meet the statutory / regulatory requirements, audits more</p>

				than once a year may be required to perform. However, charges for audit have to be borne by the selected service provider.
22.			What is the total time duration of this selection process from pre bid till final selection?	Maximum 180 days.
23.			What is the total expected number of properties to be auctioned/ events to be organized per year?	For details on no. of auctions / events to be conducted per year, please refer to Annexure – IX of the subject RFP.
24.			Is there a success fee/incentive to service provider for doing marketing & getting bidders through in our website & broker network to ensure success of the auction event?	For clarification purpose, please refer to Privacy & Security Safeguards of the subject RFP.
25.	Annexure – II, Pg no. 42, Clause no. 9	Training	<p>Please clarify that training of Bank's users, administrators &amp; supplier will be provided by Online (remote access) OR Offline. Also, share the locations, Branches, etc. wherein training is to be imparted.</p> <p>If training will be conducted offline then kindly confirm the number of days for training (Pre and Post go-live), location, etc. for end users, administrators &amp; supplier</p> <p>Can Bank will be provide training facilities, accommodation &amp; travel cost ??, kindly confirm</p>	<p>Training can be provided in both the modes – online &amp; offline. However, further details on this will be shared with the selected service provider.</p> <p>All costs pertaining to training will have to be borne by the selected service provider.</p>

26.	Annexure – VI, Pg no. 54, Clause no. 15.1	Mandatory features Fast response during bidding.	We request bank to confirm on fast responding, kindly elaborate	Response should be within the time-line mentioned as per the Bid Details table of the corresponding RFP for which e-tendering will happen.
27.	Annexure – VI, Pg no. 54, Clause no. 15.4	Mandatory features Online Maintenance support must be available 24x7 basis	Ref. to point as per normal practice we provide telephonic support during event to vendors and officers, we hope this will suffice the purpose.	Uptime should be maintained on 24*7 basis.
28.	Annexure – VII, Pg no. 59, Clause no. xvi	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	Ref. to this point that Support will be provided to the vendor & Bank users through online & telephonically. There should not be deployed any Onsite Resources at Bank's multiple locations. Kindly confirm.	For support purpose, both online and / offline resource (s) may have to deployed depending on the requirement at that point of time.
29.	Annexure – VII, Pg no. 59, Clause no. xviii	It shall be the responsibility of the successful service provider to ensure availability of connectivity to the suppliers.	As per normal practice, service provider educate supplier to keep the proper connectivity and ensure e procurement system should run smoothly. We suppose this will suffice the requirement. Please confirm is there any other process to be followed?	The service provider has to ensure availability and uptime of its resources.
30.	Annexure – VII 2. Other Terms and Conditions, Pg no. 60, Clause no. V	Service provider should be capable of providing support services at Head Offices / Zonal Offices of the Bank and attending to any calls promptly.	Please give us the clarity for Support Service post implementation, will it be Online/remote support from the office of service provider or Onsite Support resources in multiple business locations? Please also confirm us about the count of manpower of support center if required?	For support purpose, both online and / offline resource (s) may have to deployed depending on the requirement at that point of time.

31.	General Query, Pg no. 29, Clause no. 47	Payment shall be released on successful completion of such event.	Please confirm the timeline of the payment cycle, as per normal practice service provider gets the payment within 30 days after raising the invoice	Payment will be released as per Payment Terms mentioned in the subject RFP.
32.	Annexure V, Pg no. 8, Clause no. 47	The infrastructure provided by the service provider should be certified by authorized Information Security certifying agency (preferably empanelled by CERT IN). The service provider should have full-fledged SOC in place	Ref. to point we request bank to confirm whether only STQC certificate alone will suffice the CERT IN requirement. To best of our information STQC is mandatory, should suffice alone the requirement, please confirm? For your information our solution is complied by ISO 9001 and ISO 27001 certified.	CERT IN certificate will be required for the empanelled auditors.
33.	Eligibility Criteria, Pg no. 16, Clause no. 2	The service provider 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. 2015-16, 2016-17 & 2017 18.	We request bank to only include firm having profit in last 3 FY in eligibility criteria to get quality service providers from the market	The clause stands as per RFP.
34.	General		We request bank to include CMMI - 3 and above certification criteria to get quality service providers from the market	There is no change in the Eligibility Criteria pertaining to this point.
35.	Eligibility Criteria, Pg no. 17, Clause no. 3	The service provider should have minimum net worth (capital + reserves – accumulated loss if any) of Rs.50 Lac for the last 3 Financial Years i.e. 2015-16, 2016- 17 & 2017-18 to apply.	With ref. to point we recommend bank to look for average 10 Cr or above as net worth in last 2 years out of three as like point no 2 of page no 16 eligibility criteria	The clause stands as per RFP.

36.	Eligibility Criteria, Pg no. 17, Clause no. 4	The service provider should have a minimum yearly turnover of Rs.2 crores per year during last 3 Financial Years i.e. 2015- 16, 2016-17 & 2017-18.	With ref. to this point as considering opportunities available in the market it should be at least between 10-15 Cr for finding well established vendors in the segment.	The clause stands as per RFP.
37.	Eligibility Criteria, Pg no. 18, Clause no. 11	The service provider should have successfully completed 50 e-Procurement and 50 Reverse / Forward bidding.	Ref. to this point bank should increase the e-auction count, as 50 is on very lower side. From last three years market is offering 1000+ events opportunity to various service providers.	The clause stands as per RFP.
38.	Eligibility Criteria, Pg no. 18, Clause no. 13	The service provider should have its presence across the country (preferably Bank's Zonal Office locations as per Annexure - XVII) either its own office or it should have tie-up arrangement with other agencies for support.	We request bank to confirm upon tie-up agency. As we understand we have regional representatives in major cities and whenever required we arrange support by telephonic and email support. In case required we also attend physical meetings. We suppose this arrangement will suffice the requirement and would not require to outsource the support and process to any agency. Please confirm	The selected service provider should be the single point of contact.
39.	Price Fall Clause, Pg no. 75, Clause no. 11	The Service provider undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU and its subsidiaries during the currency of the contract and if	As per standard process any service provider signs up the deal as per business volume offered by customer and as per the scope of service. It can be lower or higher both. We under each contract is unique and separate from other business. We request bank to remove this clause.	The clause stands as per RFP.

		it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Service provider to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Service provider to the Buyer, if the contract has already been concluded.		
40.	Audit By third Party, Pg no. 19, Clause no. 16	Bank at its sole discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank before issuance of Letter of Intent and during the contract period. The audit charges shall be borne by the service provider	We request bank to bare the Audit Charges especially when it is third party. While in case of audit service provider will extend all possible help to auditors.	The clause stands as per RFP.
41.	Annexure IX Commercial Bid, Pg no. 63, Clause no. 2	Service Cost towards Reverse / Forward Auction as per Annexure – VI under items 1,2,3,6,8-16	With ref. to price bid we request bank to confirm forward auction (NPA Auction) will also to be considered?	Forward auction (NPA auction) may be considered by the Bank as per requirement.

**Addenda / Corrigenda**

SI No	Clause No. / Pg no.	Existing Clause	New Clause
1	Page no. 17, Point no. 13 (9) : Eligibility Criteria	E-Procurement & e-Auction solution proposed by the service provider and related system should conform to the requirements of CVC guidelines, Central Govt. guidelines, STQC certified.	E-Procurement & e-Auction solution proposed by the service provider and related system should conform to the requirements of CVC guidelines, Central Govt. guidelines, STQC certified as per latest laws / Govt. / regulatory guidelines mentioned on it, validity of which may be verified from the certifying authority.
2	Page no. 18, Point no. 13 (13) : Eligibility Criteria	Any service provider, 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.	Any service provider, 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 till the date of bid submission of the subject RFP, is not eligible to participate.
3	Page no. 33, Clause no. 61 : Order Details	The purchase order will be placed by Bank Head Office, DIT in the name of selected service provider as per requirement. The payment will be made by Head Office, DIT and the Performance Bank Guarantee for order will be required to be submitted in the same office.	The purchase order will be placed by Bank Head Office, DIT in the name of selected service provider as per requirement. The payment will be released by office as mentioned in the Purchase Order and the Performance Bank Guarantee for order will be required to be submitted in the same office.

**Note: All other terms & conditions, clauses of the subject RFP remains unchanged. The reply to pre-bid queries / clarifications / corrigendum / addendum & changes in the RFP clause mentioned hereinabove will be part & parcel of the RFP.**

**Place: Kolkata**

**Date: 29 .11.2018**

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