



UCO BANK

Human Resource Management Dept
H.O- I , 10, BTM Sarani
Kolkata – 700001

REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF HR CONSULTANT

RFP REF No. : GM/HRM/SECTT/91/2012-13

Date : 23/07/2012

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

This document is prepared by UCO Bank for its RFP for appointment of HR Consultant. It should not be reused or copied or used either partially or fully in any form.

Bid Details – Control Sheet Table		
1.	Date of commencement of sale of Bidding Document	23-07-2012
2.	Last date and time for sale of Bidding Documents	29-08-2012 up to 2.30 PM
3.	Queries, if any, to be communicated by the bidders (on or before)	04-08-2012 at 12.30 PM
4.	Pre-bid meeting	07-08-2012 at 11.30 AM Bank's clarification / amendments to Pre-bid queries will be uploaded in Bank's website
5.	Last date, time & Venue for submission of Bid Documents	29-08-2012 at 4.00 PM at : UCO Bank Head Office – 1, Human Resource Management Dept., 10 BTM Sarani, Kolkata 700 001. (Bid documents should be dropped in the Tender Box)
6.	Date and Time of Technical Bid & Commercial Bid Opening	Technical Bid – 29-08-2012 at 4.30 PM Date of Commercial Bid opening will be intimated to the bidder/s qualifying in Technical Bid.
7.	Place of opening of Bids	UCO Bank Head Office – 1, Human Resource Management Dept, 10 BTM Sarani , Kolkata 700 001.
8.	Address for communication	General Manager (HRM) Human Resource Management Deptt, Head Office – 1, 10 BTM Sarani, Kolkata 700 001. e-mail : ho.hrm@ucobank.co.in Phone: 033 4455 7310, 033 4455 7812
9.	Cost of RFP document	Rs. 10,000/- in the form of Demand Draft in favour of UCO Bank payable at Kolkata. The DD should be submitted along with the Technical Bid.

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

1. INTRODUCTION

UCO Bank (hereinafter called the "Bank") proposes to engage a Consultant for assisting the Bank in effecting a comprehensive HR Transformation in all its dimensions within the organization.

This Request for Proposal (RFP) is to invite proposals from consultants for the said purpose. The detailed scope of the work has been described hereafter in a separate section. Other relevant details about the bidding process have been furnished in the "Instruction to the Bidder" and "Terms and Conditions" sections of this RFP document.

Established in the year 1943 by the doyen of Indian business and industry, Late G D Birla and subsequently brought under Government ownership in July' 1969, UCO Bank has metamorphosed into one of the leading Public Sector Banks in India, The Bank has a truly pan India presence with more than 2300 domestic branches spanning geographical and cultural boundaries across rural-urban divide and spread over all 29 States and 5 Union Territories of India. All the branches are under CBS. These branches are controlled through 36 Zonal Offices. The jurisdictions of the ZOs in turn are divided among 8 Circle General Managers' offices situated at strategic locations.

Bank's technology deployment - encompassing Core Banking Solution and a host of other technology tools and applications - is at par with the best in the business. The Bank has more than 900 ATMs and is a member of NFS and VISA network. The Bank proposes to substantially increase the number of ATMs in near future to around 2000.

Overseas, UCO Bank has branches at two of the world's most important business hubs: Singapore and Hong Kong (two branches each). In addition, the Bank has Correspondents/ Agency arrangements all over the world. The Bank has plans to expand its presence overseas by opening branches in potential centres.

The Bank has clocked robust growth particularly in the past few years. It has grown by almost two and half times in the past four years while staff strength has remained at the same level. At the end of 31st March 2012, the global business of the Bank stood at around Rs. 2.71 lac crores and Net Profit of Rs. 1109 crore.

2. BACKGROUND TO PRESENT ASSIGNMENT

The Bank has ambitious and aggressive plans to grow in terms of business, profitability and outreach. In doing so, the following issues have to be adequately addressed:

- * fierce competition (with increased participation of new private sector & foreign banks) varied customer profile; increasingly demanding customers vast geographic spread technological advancements managing multiple delivery channels & developing new ones, for acquiring/ retaining customers

- * filling up vacancies at top levels in the coming days arising out of retirements in quick successions
- * attracting & retaining human talent
- * identifying & grooming future leaders.

To face the challenges and bring Bank's aims and aspirations to fruition, it is now proposed to put in place an integrated HR Framework in partnership with a qualified consultant who would inter alia,

- * Take a holistic look of the Bank as a whole and explore ways to improve product and service quality, market share and profitability
- * Carry out comprehensive manpower assessment
- * Help Bank in building capacity in UCO staff so as to make it future-ready
- * Build capabilities to implement the strategy and prepare exhaustive document for the plan of action and its implementation keeping in mind the Public Sector character of the Bank.

3. SCOPE OF THE PROJECT

PROJECT OBJECTIVES

The Bank wishes to appoint a competent consultant to provide assistance for formulating and implementation of an Integrated Human Resource Framework for the Bank, and carrying out various initiatives under the same as part of the overall project plan. The Bank requests proposals from renowned management consultants for assisting the Bank in the above HR transformation.

Bank may, at its sole and absolute discretion, choose to avail all services or part thereof. Such decision may be advised during the course of the project. The area of consultancy shall include, but not limited to as under:

I. BPR OF HR PROCESSES

- Redesigning of overall HR strategy to meet business imperatives
- Enhancing role clarity amongst employees at various levels
- Designing Recruitment / Talent induction model of the Bank
- Talent management and retention
- Leadership Capability Development and Career management of staff and succession planning
- Competency profiling and mapping
- Training and Development
- Strengthening of Performance management system
- Suggesting HR Audit Planning
- Incentive compensation system design and implementation

II. CREATING A NEW EMPOWERED, ENABLED AND FUTURISTIC HR DEPARTMENT.

III. DESIGNING AND LAUNCHING PILOTS WHERE APPLICABLE INCLUDING QUICK HITS

IV. DEVELOPING MANUALS FOR THE NEW PROCESSES DESIGNED AND DEVELOPING A COMPREHENSIVE IMPLEMENTATION PLAN INCLUDING INNOVATIVE METHODS

TO ENSURE ENDURING CHANGE AND INSTITUTIONALIZATION OF NEW IDEAS AND PROCESSES.

THE CONSULTANT WILL ASSOCIATE SELECT UCO STAFF INTO THE PROCESS SO AS TO BUILD THEIR CAPABILITY TO CONDUCT A SIMILAR EXERCISE ON ONGOING BASIS IN THE FUTURE.

A description of the envisaged scope is enumerated in sub-para 'a' and 'b' of this paragraph. Based on the contents of this RFP, the selected Bidder shall be required to undertake a diagnostic study to find out gaps in the existing system. Notwithstanding what is mentioned in paras 'a' and 'b' hereinafter, the selected Bidder is required to design and implement an Integrated HR Framework, compliant as per existing Govt. / RBI guidelines, within a specified time frame.

The selected Bidder will be responsible for formulating various solutions towards the areas of work as enumerated below and for implementation of initiatives therein within the project timeframe. The Bank expressly stipulates that the selection of consultant under this RFP is on the understanding that this RFP contains only the principal provisions for the entire assignment and that the services in connection therewith are only a part of the assignment. The selected Bidder shall be required to undertake to perform all such tasks, render requisite services as may be required for the successful completion of the entire assignment at no additional cost to the Bank.

a) Responsibilities

- * Conduct a gap analysis against the desired state of HR management at the Bank and revision of policies.
- * Suggesting Enhancement / modification in existing HRM systems, Policies, Procedures, Processes, MIS, Analytics, etc.
- * Designing of new HR policies, systems and procedures as per the scope of work outlined including pilots of certain initiatives, as required, to first test the same before commencing broad roll-out.
- * Based on discussion with the Bank and the Human Resource Management Department, selected Bidder will prepare a road map and time line for implementation of the different initiatives as suggested and approved by the Bank.
- * Advising an HR architecture suitable to the organizational structure of the Bank as a whole and for each business unit and detail the roles and responsibilities at each level.
- * Selected Bidder will also prepare related operating manual with detailed description of standard operating procedures.
- * Suggesting training programmes for the staff involved in implementation of the various initiatives and for institutionalizing the same.
- * Program management for implementation
 - (a) Setting up of program management and escalation matrix.
 - (b) Co-develop Project plan and implementation schedule
 - (c) Regular updates by way of presentations to Steering Committee / Project Monitoring Committee / Board / Top Management, as may be decided.

b) Detailed scope of project:

The detailed scope of this project shall include, but not limited to:

I. BPR OF HR PROCESSES.

This would cover inter alia -

Redesigning overall HR strategy to meet business imperatives

A comprehensive overall HR strategy for the Bank needs to be articulated in sync with Bank's business plan with a clear idea about the future vision.

This will involve inter-alia a) the study of current methods and practices in the Bank, b) identification of legacy issues, c) diagnostic of gaps, d) assessment of HR needs in light of the current business environment and anticipated future challenges. The manpower planning has to be done taking into account expected gaps arising out of exit of experienced personnel/ talent.

Enhancing role clarity amongst employees at various levels

Post 9th Bipartite Settlement at the industry level and bank's CBS implementation, many changes have either been brought about in the existing roles of employees at Branches or are now necessitated in order to bring about better productivity, alignment and proper utilization of technology and other initiatives. These role changes need to be institutionalized through proper documentation of the roles so as to have clarity amongst employees about their roles and responsibilities.

Designing Recruitment / Talent induction model of the Bank

This will include relook of the Bank's overall resourcing strategies in order to attract talent as well as to ensure sustained growth in head count in line with business growth. Here the key deliverables will be the recruitment strategy to be adapted to attract the best talent into the Bank.

Talent management and retention

Suggesting appropriate systems and processes need to be put in place to ensure that the talent inducted in the Bank and groomed in various areas are retained over time. This will entail putting in place proper system of

- new recruit on-boarding and induction
- grooming and career management in the first few years
- identifying talent pools in various key areas
- putting in processes for their nurturing and
- addressing motivation needs appropriately.

Leadership Capability Development

This would involve designing a comprehensive leadership development exercise for the senior and middle management on the basis of identified competencies and profiling. The deliverables would include

- multi-stakeholder feedback system
- planning and management of individual development for Chief Managers and above.

Career management of staff and succession planning

Managing and leading a Bank in the coming days would be challenging to say the least. Succession planning in the Bank has to take into account competencies at each level. A pool of executives has to be identified within the Bank and groomed in leadership in a phased manner. Based on psychometric

analysis and 360 degree feedback for each identified executive, system has to be put in place to build on their strength and work in the areas where development is needed. The consultant would be required to:

- Formulate and design specific career paths ensuring both vertical and horizontal pathways for staff movement in line with new business exigencies
- Suggest/ device suitable changes in Bank's promotion, posting and placement policies and procedures. Bring in flexibility so that people can be moved to career tracks that suit their aptitude and the organisation's needs
- Put in place systems and procedures for ensuring a succession and leadership pipeline for all key positions.

Competency profiling and mapping

The future focus of the HRD systems and practices in the Bank would be on building right competencies in people at different levels. Towards this end

- a) comprehensive role analysis of all the existing key roles, and
- b) mapping and defining different levels of the set of competencies for the roles

will have to be undertaken which will form the cornerstone for development of the competencies in people and for design and implementation of competency-based HR sub-systems in the Bank.

Training and Development

Banking in India is witnessing rapid changes in product profile, processes, customer preferences as also numerous technology applications/ initiatives and compliance & regulatory requirements. It is, therefore, essential that the entire training machinery be fine-tuned which will include relook of all internal programmes, external sources, alternative training channels, training models/processes, training infrastructure related recommendations. The deliverable will be designing and setting in motion a comprehensive programme for:

- (a) identifying new skills - technical as well as behavioural - required at various levels in the organization, to develop domain knowledge in different spheres of Bank's activities
- (b) addressing the skill gaps (through internal and external sources) at all levels so as to build necessary competencies of various cadres / people
- (c) building Managerial and Leadership competencies among employees
- (d) monitoring / ensuring internalisation of learnings.

Strengthening of Performance management system

With a view to strengthen and bring about more discipline and objectivity in the performance management system and the processes therein, the following would be required:

- creation of role descriptions, KRAs and balanced score cards
- design of end to end process for goal-setting
- tools for performance measurement and assessment
- linkages of performance management process with other HR and business processes of the Bank

- putting in place feedback mechanism, creation and follow up of individual development plans
- examining feasibility for introduction of a 360 degree feedback system in the Bank, especially for the executive cadre as a tool for their development, and putting in place a suitable system for the same, as found feasible
- relook at existing performance appraisal systems for clerical and subordinate staff and linking it to related processes of deployment, promotion, etc.

HR Audit

The consultant will

- formulate a model to ascertain whether organisation's HR processes and procedures are in tune with its mission and vision
- be required to carry out comprehensive manpower assessment study at Head Office, Circle Offices, Zonal Offices(ZOs) and all other offices/ branches covering officers and clerical staff keeping in mind that the number of offices, branches will go up in due course.
- will have to recommend a scientific method of ascertaining manpower requirements, deployment of staff (by level) for each entity / branch.

Incentive compensation system design and implementation.

This has to be done

- within the framework of the public sector guidelines
- comprehensively incorporating all options and flexibilities available to a PSB like UCO Bank
- by linking the same with the Bank's employee performance management system and enabling the Bank to incentivize its top performers.

II. CREATING A NEW EMPOWERED, ENABLED AND FUTURISTIC HR DEPARTMENT.

Bank's HR Systems have to be redesigned/ transformed in harmony with bank's business transformation. The Bank wishes to fine-tune its HR strategy, align its people practices with the demands of the time and emerging business scenario. The scope of work will inter alia cover

- the structure and staffing patterns of HR department at Corporate Office, Circle Offices, Zonal Offices
- role definitions
- specifying skills and capabilities (generalists vs. specialists), and
- defining ways of interaction of HR department with geographic units and business verticals.

III. DESIGNING AND LAUNCHING PILOTS WHERE APPLICABLE

IV. DEVELOPING MANUALS FOR THE NEW PROCESSES DESIGNED

V. DEVELOPING A COMPREHENSIVE IMPLEMENTATION PLAN INCLUDING INNOVATIVE METHODS TO ENSURE ENDURING CHANGE AND INSTITUTIONALIZATION OF NEW IDEAS AND PROCESSES.

In this phase, the consultant will support the Bank in implementing the designed HR practices and processes. The consultant should specify the type of support, duration of support and deliverables in this phase. Certain areas will need pilots,

training of Bank staff, creation of new processes/ procedures / functions in the Bank, and widespread awareness and re-skilling programme.

THE CONSULTANT WILL ASSOCIATE SELECT UCO STAFF INTO THE PROCESS SO AS TO BUILD THEIR CAPABILITY TO CONDUCT A SIMILAR EXERCISE ON ONGOING BASIS IN THE FUTURE.

Staff Members of UCO Bank - at least 5 in the level of AGM/CM and 5 in the level of Scale III/II will be associated with the team of the Consultants enabling them to study the processes of the Consultants so that in future they are in a position to conduct similar exercises on an ongoing basis.

4. ELIGIBILITY CRITERIA FOR THE BIDDER

Bidders should conform to the following criteria:

- a. Be a professional management / HR consulting company / Management Institutes having provided HR consultancy services to organisation, having full time employees strength of 10000 or more in India and abroad.
- b. Have experience in providing consulting services to at least one public sector bank in India on matters of HR transformation and long term sustainable change.
- c. Have proven expertise and experience in assisting in design, development and implementation plan of HR transformation process for the long-term.
- d. Should be in existence for at least five years as on 31 March 2012 (in case of mergers / acquisition/s restructuring or name change, the date of establishment of earlier/original partnership firm / limited company can be taken into account)
- e. Should have a minimum turnover / Revenue Receipts of at least INR 25 crore per year in the past two years from its Indian operations and should have made profits after taxes for the past 3 years in succession (period ended 31 - 3-2012).

Those who fulfill all the eligibility criteria as mentioned above are only eligible to take part in this bid exercise. The Bidder should submit their responses along with documentary proofs and self declaration, wherever required for the above eligibility criteria. Proposals of those Bidders, who do not fulfill the eligibility criteria as stated above fully, will be summarily rejected.

5. PAYMENT TERMS

Bank will release the payment of the agreed Professional Fees to the selected Bidder after deduction of applicable taxes at source, for which contract will be executed by the Bank with the chosen / selected Bidder. The payments will be scheduled in stages, as under, on completion of the various major activities and as per the progress of the consultancy project, as may be mentioned in the said agreement. No advance payments will be made.

Milestones for payment

Phases	Payment on completion of Activities	Phase-wise payment
1. BPR OF HR PROCESSES	Redesigning of overall HR strategy to meet business imperatives	5% on completion of each stage in aggregate to 50%
	Enhancing role clarity amongst employees at various levels	
	Designing Recruitment / Talent induction model of the Bank	
	Talent management and retention	
	Leadership Capability Development and Career management of staff and succession planning	
	Competency profiling and mapping	
	• Training and Development	
	Strengthening of Performance management system	
	• HR Audit	
	Incentive compensation system design and implementation	
CREATING A NEW EMPOWERED, ENABLED AND FUTURISTIC HR DEPARTMENT.		20%
DESIGNING AND LAUNCHING PILOTS WHERE APPLICABLE INCLUDING QUICK HITS		15%
DEVELOPING MANUALS FOR THE NEW PROCESSES DESIGNED AND DEVELOPING A COMPREHENSIVE IMPLEMENTATION PLAN INCLUDING INNOVATIVE METHODS TO ENSURE ENDURING CHANGE AND INSTITUTIONALIZATION OF NEW IDEAS AND PROCESSES.		15%

6. PAYING AUTHORITY

The payments as per the Payment Schedule covered hereinabove shall be paid by HRM Dept., UCO Bank, 10 BTM Sarani, Kolkata 700001.

7. TENDER DOCUMENT AND FEE

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of" 10000/- (Rupees Ten Thousand Only) in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata.

General Manager (HRM)
UCO Bank, Head Office-1
10, BTM Sarani
Kolkata - 700001. Phone no: 033- 44557361

The tender document may also be downloaded from the bank's official website www.ucobank.com The bidder downloading the tender document from the website is required to submit a non-refundable fee of Rs. 10,000/- (Rupees Ten 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.

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

8. EARNEST MONEY DEPOSIT

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

Particulars of Job to be undertaken	EMD
Appointment of HR-Consultant	Rs. 10,00,000/- (Rs. Ten Lac only)

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

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 BANK
 - To furnish performance Bank Guarantee in the form and manner to the satisfaction of BANK within the stipulated time period.

9. CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT

Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till the date and time mentioned in the bid control sheet. Further, at least 7 days time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website.

10.SUBMISSION OF OFFER

The bidder shall structure its response in the following order:

The bids shall be submitted in two parts viz. Technical Bid & Commercial Bid. Technical Bid and Commercial Bid shall be submitted in separate sealed sub-envelopes super scribing "TECHNICAL BID FOR APPOINTMENT OF HR CONSULTANT" on top of the sub-envelope containing the technical bid and "COMMERCIAL BID FOR APPOINTMENT OF HR CONSULTANT....." on top of the sub-envelope containing the commercial bid.

These two separate sealed sub-envelopes should be put together in another sealed master envelope super scribing "BID for APPOINTMENT OF HR CONSULTANT"

Bidders shall also submit a copy of the total bid in a separate single sealed outer cover duly sealed and superscribed "BID for APPOINTMENT OF HR CONSULTANT....."(Duplicate Copy).

The bids (Main copy and Duplicate copy) shall be dropped/ submitted at UCO Bank's address on or before the date and time given in Bid Detail- Control Sheet Table. Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder. In case of any discrepancy in the Main copy Bank may open the Duplicate copy of the bid at its discretion in presence of bidders.

Note:

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

- If any outer envelope is found to contain only the technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- If financial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.

The Technical and commercial proposals / Bid shall be submitted as per the requirement of the Bank in prescribed formats.

- (a) **The Technical Proposal / Bid:** This will include details of overall approach to the areas listed in this RFP along with specific proposals / solution on each of these areas, covering the conceptualization, design and implementation stages. Submission should clearly articulate the deliverables at the end of each phase of work. The consultancy firm is expected to work with the Bank to ensure early implementation of the recommendations. Details about similar type of work undertaken, particularly for Indian Public Sector Banks and other banks including global institutions should be highlighted along with the profile of the key persons who would be assigned to the project and reference letters from the banks / institutions for which earlier work was done. The Technical proposal should include details about the team, its composition, and key executives proposed in various stages of the project, as per proforma given in Annexure-D (i and ii) of this RFP to compare the quality of teams between different Bidders.

The technical proposal shall be organized and submitted as per the following sequence:

- Table of Contents
- List of documents enclosed as per Annexure A and Annexure B with details of organization profile, consulting experience and relevant experience.
- Technical Proposal with
 - (a) proposed solutions, initiatives, broken down into detailed activities, effort estimate, and
 - (b) manpower estimated to be deployed with team profile in prescribed formats as per Annexure C and Annexure D.
- All copies of certificates, documentary proofs, etc.
- Declarations as per Annexure E and Annexure F.
- A CD containing soft copy of the proposal.

(b) **Documents comprising the technical Bid:** The Technical Bids should contain the following:

- Consultant organization profile and experience (**Annexure A**)
- Relevant experience (**Annexure B**)
 - a. In Public Sector Banks and Financial Institutions (FIs) in India in transformative engagements
 - b. In HR strategy / process implementation and HR transformation
- References from clients / reasonable proof of the experience should be submitted along with Annexure B
- Approach, methodology and work-plan (**Annexure C**)
- Proposed team profiles [**Annexure D (i & ii)**]

- Declaration / self-affidavit by the bidding firms as to their technical suitability
(Annexure E and Annexure F)
 - Technical bid should have no financial information. If any technical proposal is found to contain any commercial information, the bid will be summarily rejected,
- (c) The commercial proposal:**
- Consultants are expected to furnish their commercial bid as per **Format G** duly signed by authorized representative of the company.
 - Price Bids containing any conditional offers will be rejected
 - The only variability allowed in the price Bids is on account of government taxes. The Bank will reject price Bids which have any other variability.
 - Price Bids should be inclusive of professional fees and all costs to be incurred by the consultant for the entire project duration of 18 months
 - In case of discrepancy between price in words and figures, the one in words will be taken as final
 - Any overwriting, erasure, etc has to be initialed by the authorized person
 - Bids are to be quoted in Indian Rupees only.

All the pages of the proposals including documentary proofs should be numbered as "Page____(current page) of ____ (Total pages)" and be signed by authorized signatory. The current page number should be a unique running serial number across the entire proposal.

It should be noted that in case of any discrepancy in information submitted by the Bidder in hard-copy and soft-copy, the hard-copy will be given precedence. However, in case of non-submission of any hard copy document, if the same is found submitted in the soft-copy, Bank reserves right to accept the same at its discretion.

11. CLARIFICATIONS:

It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be addressed to the nominated point of contact as mentioned below:

General Manager (HRM)

UCO Bank
IO, BTM Sarani
Kolkata 700001
Phone No. 033 4455 7310, 033 4455 7812
e-mail ID: hohrm.mptp@ucobank.co.in

Clarification /amendment, if any, will be notified on Bank's website. No individual communication would be made in this respect.

12. FORMATS OF BIDS:

The Bidders should necessarily submit the information as per the prescribed formats given in the RFP while submitting both technical and commercial Bids. Any deviation in this regard entails the Bidder for disqualification.

13. OPENING AND EVALUATION OF BIDS:

The Bidders' names, Bid modifications or withdrawals and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the time of technical Bid opening. Late bids shall be returned unopened to the Bidder.

Bids (and modifications sent) that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

Bids will be evaluated as per Evaluation under **Combined Quality Cum Cost Based System (CQCCBS)**. The Technical proposal will be evaluated first for eligibility and shortlisting and after that the proposals of the eligible and shortlisted Bidders only shall be evaluated for technical suitability. Commercial proposal shall be opened only for those short-listed Bidders who have qualified by securing a minimum cut-off score in the Technical Proposal evaluation.

14. EVALUATION OF TECHNICAL BID

The evaluation of functional and technical capabilities of the Bidders of this RFP will be completed first as per the following guidelines.

15. TECHNICAL EVALUATION PROCESS

The various stages of technical evaluation, are as under:

- * Full matching of the eligibility criteria as indicated in Para 1 of this section.
- * Short-listing of the Bidders based broadly on prior experience, credentials and quality of resources.
- * Arriving at the final score on technical proposal of the short-listed firms after Presentation-cum-Interview, which will broadly be based on the following:
 - Experience of the Bidder in undertaking projects of similar nature in PSU environment.
 - Methodology/Approach proposed for accomplishing the proposed project.
 - Professional qualifications and experience of the key staff proposed/ identified for this assignment.
 - Transfer of knowledge and institutionalizing processes.

a) Fulfillment of basic eligibility criteria:

The bids of only those bidders who fulfill the eligibility criteria / conditions related to Bidder's credentials and experience fully as mentioned in Para 1 of this section, will be taken up for further evaluation/selection process, rejecting the remaining bids.

b) Short listing of the firms based on their technical proposals.

This short listing will be broadly based on

- Size of the firm's consulting business
- Past experience of the Bidder in the field of management / HR consulting, including number of years of experience.
- Number of public sector Banks and financial institutions with whom transformative engagements have been undertaken by the Bidder.

- Past experience of the Bidder in the field of HR management consulting to Banks / FIs, globally
- Experience of offering HR Management consulting services to PSU Banks and FIs in India
- Quality of resources (Number and experience of people with the consultant, who have first hand knowledge of offering HR consulting service to PSU Banks / FIs)

Note: The selected Bidder will be required to provide reasonable proof with respect to each of the above criteria and credentials.

c) Presentation-cum-Interview

The short-listed Bidders of this RFP will have to give a presentation / have interactions before the selection committee of the Bank on the methodology/ approach, time frame for various activities, strengths of the Bidders in implementation of the proposed Integrated HR framework for the Bank. The technical competence and capability of the Bidder should be clearly reflected in the presentation. If any short listed Bidder fails to make such presentation, they will be eliminated from the selection process.

A maximum of 100 marks will be allocated for the technical Bid. The technical scoring of the proposals will broadly be on the following criteria:

Experience of the firm

Experience of cultural change and transformation engagements in large organizations including PSUs

- Experience of drawing up overall HR strategy and HR process implementation particularly in public sector Banks and financial institutions in India

Methodology, work-plan and appreciation of context

Proper appreciation of the HR challenges of the Bank and its HR imperatives

- Quality of ideas / solutions proposed to address the Bank's requirements
- Nature of Activities / tasks / initiatives proposed
- Efficacy of project planning, resource planning, effort estimate, etc.

Suitability of key resources

Quality of key resources

- Relevant experience of the resources

Transfer of knowledge and enablement

Methodology for building capabilities in the Bank

- Proposed plan for enablement, engagement of Bank personnel, and
- Plan for sustainability and institutionalizing the processes in the Bank.

Report from the Clients

Reference Site Visits

Turnover from the Consultancy Services

Presentation by the Bidders and Evaluation by Internal Committee

Sr. No.	Criteria Description	Rules for awarding marks	Max. Marks
1	No. of Banks /Companies/ Financial Organizations to whom consultancy services on HR Reorganisation/ Restructuring/ BPR was/is being provided	5 marks for every public sector bank in India to whom consultancy services on HR Reorganisation/ Restructuring/ BPR was/is being provided	25
		3 marks for other banks/companies/financial organizations to whom consultancy services on HR Reorganisation/ Restructuring/ BPR was/is being provided	
2	No. of professionals to be deployed in the project (Annexure J) a)HR professionals b) IT professionals	2 marks for every person with maximum of 6 marks. (2 additional marks will be given if anyone or all of the above HR professional(s) have international exposure in HR matters) 1 marks for every person with maximum of 2 marks.	10
3	<ul style="list-style-type: none"> • Proper appreciation of the HR challenges of the Bank and its HR imperatives • Quality of ideas / solutions proposed to address the Bank's requirements • Nature of Activities / tasks / initiatives proposed • Efficacy of project planning, resource planning, effort estimate, etc. 		3
			3
			2
			2
4	Report from the clients (minimum two) which are availing consultancy services or has already availed consultancy services on IFRS/IND-AS implementation. (as per Annexure -L)	Marks will be given based on the Reports from the clients.	10
5	Reference Site Visit (As per Annexure-M)		2
	a)Objectives of consultancy Services are fully met		2
	b) Adherence to time line for consultancy and implementation		4
	c) Team support being provided during implementation/post implementation		2

	d) Overall project achievement Plan		
6	Turnover from Audit & Consultancy business/services.	More than Rs. 25 Crore to Rs. 50 Crore (2 marks)	10
		More than Rs. 50 Crore to Rs. 75 Crore (4 marks)	
		More than Rs. 75 Crore to Rs. 100 Crore (6 marks)	
		More than Rs. 100 Crore to Rs. 125 Crore (8 marks)	
		More than Rs. 125 Crore (10 marks)	
7	Presentations by bidders and evaluation by internal committee.	Marks will be assigned by an internal committee based on the methodology & work plan, team composition, presentations and any other relevant information.	25
TOTAL MARKS			100

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

Bidders scoring less than **60 marks** (cut-off score) out of 100 marks in the technical evaluation after the presentation cum interview round, shall not be considered for the selection process. Once the evaluation of technical proposals is completed, the Bidders who score equal to or more than the prescribed cut-off score will be considered for opening of their commercial bids.

16. EVALUATION OF COMMERCIAL BID

The commercial proposals of only those technically short listed Bidders who attain the minimum cut-off marks in their technical score after the presentation round, as described in paragraph 5.1.1 of this section, will then be opened. Commercial bids of other firms will be returned unopened.

The commercial Bid will be for an overall amount for the entire project duration of 18 months. The financial quote should be in Indian rupees and it should include all expenses proposed other than taxes. The nominal quote provided by the Bidder whose Technical Bid qualifies will be discounted with appropriate weightage, relative to the "Least Price / Least Quote" as per the formula given below.

17. COMBINED TECHNO-COMMERCIAL EVALUATION:

In respect of all the qualified Bidders, in whose case, the commercial Bid has been opened; a combined techno-commercial evaluation will be done by the Bank as per the following procedure:

Bidder with highest marks (in absolute terms) in the technical bid gets 100 marks in technical evaluation of bid (Tscore). The marks of other bidders in technical evaluation will thereafter be decided on the basis of proportion of their Marks to the highest marks of the Bidder who has secured 100 Marks.

e.g. Bidder ABC gets 80 marks in technical evaluation, which is found to be the highest score in the technical evaluation process. Then ABC gets 100 marks in technical evaluation. Another bidder DEF gets 60 marks in technical evaluation - he gets $(60/80) * 100 = 75$ marks in the technical evaluation (Tscore).

The bidder who quotes the lowest price will be given 100 marks in financial evaluation (Pscore) and the other bids will be given marks in inverse proportion to the highest Marks i.e. 100.

e.g. If bidder A quotes 50 units which is the lowest price quoted, then he gets 100 of marks in financial evaluation. Bidder B who quotes 70 units will get percentage which is inversely proportional to price of the lowest bidder, i.e. $(50/70) * 100 = 71.42$ in financial evaluation (Pscore).

For arriving at the overall score, **Technical evaluation will have 80% and the Commercial evaluation will have 20% weightages.** In brief the combined score of bidder ABC will be:

Combined score of ABC = $80 * [\text{Tech Score of ABC} / \text{Highest Tech Score}]$
+ $20 * [\text{Lowest Financial Bid} / \text{Financial Bid of ABC}]$

On the basis of the above combined weighted score, the consultants shall be ranked in terms of the total combined score obtained. The Bidder with the highest combined score (H-1) will be declared successful and shall be recommended for award of the contract. After the identification of the successful Bidder, the Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract.

18. PRICE NEGOTIATIONS WITH THE SELECTED BIDDER:

The Bank retains the right to finally negotiate the commercials with the selected Bidder (H-1) who is so chosen after following the evaluation processes outlined in para 5 of this section to arrive at a reasonable remuneration before awarding the contract. It may be noted that Bank will not entertain any price negotiations with any other Bidder, till the successful Bidder declines to accept the offer. In the case of tie between two or more Bidders, a fresh commercial Bid will be called upon from these Bidders for evaluation and selection of the consultant.

19. Normalization of bids:

The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically short-listed Bidders to resubmit incrementally or totally the technical and commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The Bidders have agreed that they have no reservation or objection to the

normalization process and all the technically short listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

20. CLARIFICATION OF OFFERS

To assist in the scrutiny, evaluation and comparison of offers/bids, 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 BANK in this regard shall be final, conclusive and binding on the bidder/ tenderer.

21. ORDER CANCELLATION (TERMINATION)

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

- 21.1 The selected bidder commits a breach of any of the terms and conditions of the bid.
- 21.2 The bidder goes into liquidation, voluntarily or otherwise.
- 21.3 An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- 21.4 If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- 21.5 If deductions of account of liquidated damages exceeds more than 10% of the total contract price.
- 21.6 In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, BANK reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected bidder.
- 21.7 After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, 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 BANK may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- 21.8 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 pending bills and/or invoking the bank guarantee under this contract.

22. CONSEQUENCES OF TERMINATION

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], 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 Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the Contract.
- b. In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by 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 BANK may specify including training, where the successor(s) is a representative/personnel of 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.
- c. Nothing herein shall restrict the right of BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to BANK under law or otherwise.
- d. 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.

23. DISPUTE RESOLUTION

If a dispute, controversy or claim arises out of or relates to the contract, or breach, termination or invalidity thereof, and if such dispute, controversy or claim cannot be settled and resolved by the Parties through discussion and negotiation, then the Parties shall refer such dispute to sole Arbitrator appointed by the Bank. The arbitration proceedings shall be conducted in English and a written order shall be prepared. The venue of the arbitration shall be Kolkata or any other centre as decided by the Bank. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding upon the Parties, provided that each Party shall at all times be entitled to obtain equitable, injunctive or similar relief from any court having jurisdiction in order to protect its intellectual property and confidential information.

24. JURISDICTION

The jurisdiction of the courts shall be Kolkata.

25. NOTICES

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

to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

26. 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 to any of the participating bidders.

27. PUBLICITY

Any publicity by the bidder in which the name of Bank is to be used should be done only with the explicit written permission of Bank. The Vendor shall not make or allow to make a public announcement or media release about any aspect of the Contract unless BANK first gives the Vendor its prior written consent.

28. CONFIDENTIALITY

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

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by 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.

29. 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.

30. PERIOD OF VALIDITY OF BID

Bids shall remain valid for 180 (One Hundred eighty) days after the date of bid opening prescribed by BANK. 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, BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be

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

31 .ADDRESS OF COMMUNICATION

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

32. PRELIMINARY SCRUTINY

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.

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

33. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER/BID

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. BANK has the right to re-issue tender/bid. BANK reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. 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 BANK in this regard shall be final, conclusive and binding upon the bidder.

34.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.

35.COSTS OF PREPARATION & SUBMISSION OF BID

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

36.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.

37. NON DISCLOSURE AGREEMENT

The selected vendor must agree to and sign a non-disclosure agreement with UCO Bank,

38.OWNERSHIP AND RETENTION OF DOCUMENTS

- BANK shall own the documents, prepared by or for the selected bidder

arising out of or in connection with the Contract.

- Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by BANK, the Vendor shall deliver to BANK all documents provided by or originating from BANK/ Purchaser and all documents produced by or from or for the Vendor in the course of performing the Service(s), unless otherwise directed in writing by BANK at no additional cost.
- The selected bidder shall not, without the prior written consent of BANK/ Purchaser store, copy, distribute or retain any such Documents.
- The selected bidder shall preserve all documents provided by or originating from BANK/ Purchaser and all documents produced by or from or for the Vendor in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of UCO BANK/Purchaser in this regard.

39. VICARIOUS LIABILITY

The selected Bidder shall be the principal employer of the employees, agents, contractors, subcontractors, etc., engaged by the selected Bidder and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the selected Bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the selected Bidder shall be paid by the selected Bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected Bidder 's employees, agents, contractors, subcontractors etc. The selected Bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of selected Bidder's employees, agents, contractors, subcontractors, etc.

40. Terms & Conditions

- a) In the event the bidder has not quoted for any mandatory or optional items as required by the Bidder and forming a part of the RFP document circulated to the Bidders and responded to by the Bidders, the same will be deemed to be provided by the Bidder at no extra cost to the Bank.
- b) 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. The Bank also reserves the right to enter into price discussions with the OEMs of applications and other components, consortium partners of the successful bidder.
- c) Right to Alter Quantities - The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities.

- d) 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.

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 Tender. 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.

41. IMPORTANT DEFINITIONS / CLARIFICATIONS :

In this Contract, the following terms shall be interpreted as indicated:

- "Bank" means UCO Bank (Regional Rural Banks are excluded)
- "Recipient", "Respondent" and "Bidder" means respondent to the RFP document.
- "Branch" and "Branches" means any office/branch of the Bank where employees of the Bank are posted.
- "RFP" means this RFP document
- Words "Technical Consultant" and "Consultant" carry the same meaning.
- "Bid" means response to this RFP document
- "Selected consultant" is the successful bidder who has been determined to qualify to perform the contract satisfactorily and whose Bid has been ranked H-1 under the overall evaluation process.
- Selected Bidder and Bank shall be individually referred to as "Party" and collectively as "Parties".
- "The Contract" means the agreement entered into between the Bank and the management consultant, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

- "The Contract Price" means the price payable to the management consultancy firm under the Contract for the full and proper performance of its contractual obligations;

'Successful Bidder' is the Bidder whose score in overall evaluation process is highest (H-1) and notification of award has been given by Bank.

In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any Clause / Provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

42. Term of Assignment:

The selected Bidder under this RFP will be appointed for a period of 18 months as mentioned in the above scope which shall inter-alia include the period of successful implementation of Pilots.

43. Adherence to Terms and Conditions

The Bidders who wish to submit responses to this RFP should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the Respondents, such responses may be disqualified and may not be considered for the selection process.

44. Execution of PA/NDA and Certificate of Originality

The selected Bidder will be required to execute (a) Principal Agreement (PA), which must include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by the Bank and (b) Non-disclosure Agreement (NDA). The selected Bidder will be required to execute the PA and NDA within one month from the date of notification in the website about the final selection of the Bidder, on completion of the required processes as outlined in the RFP.

45. Period of Contract

The selected Bidder is expected to complete the entire period of assignment within a period of 18 months which will commence from the date of agreement of consultancy with the Bank. The date of agreement shall be treated as date of engagement and the completion of the assignment shall be worked out in reference to this date.

46. Other terms and conditions

The Bank reserves the right to:

- Reject any or all responses (bids) received in response to the RFP, in part or in full, and to cancel the bidding process and reject all Bids at any time prior to award of the contract, without thereby incurring any liability to the Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the bank's action or without assigning any reasons, whatsoever.
- Waive or change any formalities, irregularities, minor infirmity, non conformity or inconsistencies in proposal format delivery or in the bid which does not constitute a material deviation.

- To negotiate any aspect of proposal with any Bidder and negotiate with more than one Bidder at a time after the RFP closes to improve upon or clarify any response or bid proposal.
- Extend the time for submission of all proposals.
- Select the most responsive Bidder (in case no Bidder satisfies the eligibility criteria in totality).
- Select the next most responsive Bidder if negotiations with the Bidder of choice fail to result in an agreement within a specified time frame.
- Share the information/ clarifications provided in response to RFP by any Bidder, with any other Bidder(s) /others, in any form.
- Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.

47.SUBSTITUTION OF PROJECT TEAM MEMBERS

During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected Bidder, as the case may be, can do so only with the prior written concurrence of the Bank and by providing the replacement staff of the same level of qualifications and competence. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments(including past payments and payment made in advance) made by the Bank to the selected Bidder during the course of the assignment pursuant to this RFP besides claiming an amount equal to the contract value as liquidated damages. However, the Bank reserves the unconditional right to insist the selected Bidder to replace any team member with another (with the qualifications and competence as required by the Bank) during the course of assignment pursuant to this RFP.

48. PROFESSIONALISM

The selected Bidder should provide professional, objective and impartial advice at all times and hold the Bank's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty and integrity while executing the assignment.

49.ADHERENCE TO STANDARDS

The selected Bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the selected Bidder. The Bank reserves the right to ascertain information from the other banks and institutions to which the Bidders have rendered their services for execution of similar projects.

The selected Bidder shall allow the Reserve Bank of India (RBI) or persons authorized by it to access the documents, records of transaction or any other information given to, stored or processed by the selected Bidder relating to this RFP, within a reasonable time failing which selected Bidder will be liable to pay any charges/ penalty levied by RBI. The selected Bidder shall allow the Reserve Bank of India to conduct audits or inspection of its Books and account with regard to the Bank or this RFP by one or more of RBI officers or employees or other persons duly authorized by RBI.

50. EXPENSES

It may be noted that Bank will not pay any other amount/expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the "Agreed Professional Fee".

51. NON PAYMENT OF PROFESSIONAL FEES

If any of the items/activities corresponding to which certain price as mentioned in the price Bid is quoted, are not taken up by the Bank during the course of this assignment, the Bank will not pay the professional fees quoted by the selected Bidder in the Price Bid against such activity/item.

52. CHARGES TERMS

By submitting the Bid for consultancy, the Bidder will be deemed to have accepted all the terms and conditions mentioned in the RFP document. The rates quoted by the Bidder/consultant shall be adequate to complete the assignment according to the specification and conditions attached thereto. The Bidder/consultant should take into account all conditions and difficulties that may be encountered during the course of assignment and quote the amount, which shall include agreed professional fee/ contract amount with taxes, royalties, VAT and other duties and the value and all details of other facilities and services necessary for proper completion of the assignment, except such as may be otherwise provided in the contract document for completion of the assignment. The TDS amount on prevailing rate and work contract tax etc. shall be deducted from consultants running account/Final bills. Necessary certificates shall be issued to the consultants by the Bank. Service tax payable on the payment of contract amount will be borne by the bank.

53. SINGLE POINT OF CONTACT

The selected Bidder should have a local office in India and has to provide details of single point of contact viz. name, designation, address, e-mail address, telephone/mobile no., etc. Escalation matrix should also be provided with full details.

54. PENALTY AND LIQUIDATED DAMAGES

- (a) If the selected Bidder fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right to recover penalty @ 0.5% of the contract value per week or part thereof, subject to a maximum of 10 % of contract value as Penalty for non-performance/delayed performance.
- (b) Notwithstanding what so ever stated in para 18 (a) above, if the selected Bidder fails to adhere the time schedule or fails to complete the due performance of the obligations under this RFP as per Bank's satisfaction, then the Bank can repudiate the contract and recover 10% of the contract value as Liquidated Damages from the selected Bidder.
- (c) The Penalty and Liquidated Damages as mentioned above shall be independent to each other and will be levied separately or jointly as the case may be as per discretion of the Bank.

Penalty and Liquidated Damages are not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Bidder to prove that the delay is attributed to the Bank or Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is

attributed to the Bank or Force Majeure along with the bills requesting payment. If the delay is attributable to the Bank, or Force Majeure, or any other circumstances beyond the control of the selected Bidder,, then the bank will extend the period of contract to the extent of delay without charging any Penalty / Liquidated Damages.

55. FORCE MAJEURE

Any failure or delay by selected Bidder or Bank in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing party, is not a default or a ground for termination. The affected party shall notify the other party within reasonable time period of the occurrence of a Force Majeure Event.

56. AUTHORIZED SIGNATORY

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

57. INDEMNITY

The Bidder shall indemnify Bank and keep indemnified for any loss or damage, cost or consequences that Bank may sustain, suffer or incur on account of violation of patent, trademarks, etc. by the Bidder. The Bidder shall always remain liable to the Bank for any Losses suffered by the Bank due to any technical error or negligence or fault on the part of the Bidder, and the Bidder also shall indemnify the Bank for the same. The total liability of the selected Bidder under this clause and contract shall not exceed the total contract value.

58. PERFORMANCE GUARANTEE:

The selected Bidder has to provide an unconditional and irrevocable Performance Bank Guarantee of 10% of the contract value from a Public Sector Bank in India (other than Bank of Baroda) towards due performance of the contract in accordance with the specifications, terms and conditions of RFP document, within 15 days from the intimation from the Bank. The Performance Guarantee shall be kept valid upto 30 days, beyond the warranty period.

59. ERASERS OR ALTERATIONS:

The offers containing erasers or alterations may not be considered. There should be no hand written material corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the services being offered must be filled in. Filling up of the information using terms such as OK, ACCEPTED, NOTED, AS GIVEN IN BROCHURE/MANUAL or any Special Characters such as -, ", @, __, # is not acceptable. The Bank may treat offers not adhering to these guidelines as unacceptable.

60. RIGHT TO REJECT BIDS

Bank reserves the absolute and unconditional right to reject any response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if

- It is not in conformity with the instructions mentioned in this RFP document.
- It is not properly/duly signed.
- It is received through Telex / Telegram/ Fax/e-mail.
- It is received after expiry of the due date and time.
- It is incomplete including non-furnishing the required documents / information as required in terms of this RFP.
- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- It is submitted anywhere other than the place mentioned under "Instructions To The Bidder" Section.

61. ASSIGNMENT

Neither the contract nor any rights granted under the contract can be sold, leased, assigned, or otherwise transferred, in whole or in part, by the selected Bidder without advance written consent of the Bank and any such sale, lease, assignment or otherwise transfer shall be void and be of no effect. The selected Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected Bidder under the contract. Formation of consortium or association of consultants and engaging sub consultants is not allowed and such proposals will be disqualified at the evaluation stage itself.

62. NON - SOLICITATION

The selected Bidder, during the term of the contract and for a period of two years thereafter shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

63. NO EMPLOYER-EMPLOYEE RELATIONSHIP

The selected Bidder or any of its holding/subsidiary/joint-venture/ affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives/agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees/ officers/ staff/ representatives/ personnel/ agents.

Assistant General Manager (HRM)

Encl: As stated above

CONSULTANT ORGANIZATION'S PROFILE AND EXPERIENCE

Srl.	Item	Particulars (to be furnished by bidder)
1	Name of the bidder	
2	Full address	
3	Names and designations of the persons authorized to make commitments to the Bank	
4	E-mail addresses of contact persons	
5	Telephone(Mobile & Landline), fax numbers of contact persons	
6	Year of incorporation (Global)	
7	Year of incorporation (India)	
8	No. of offices worldwide	
9	Total number of offices world wide	
10	Number of years of Management consultancy experience	
11	Revenue of management consulting business <ul style="list-style-type: none"> ▪ Global ▪ India 	
12	Number of management consulting staff <ul style="list-style-type: none"> ▪ Global ▪ India 	
13	Of which number of consultants who have experience of handling long term assignments in HR strategy / process implementation in Public sector Banks and FIs	
14	Number of public sector Banks and FIs with whom long term transformation assignments have been undertaken (duration > = 9 months)	
15	Of which, number of public sector banks with whom long term transformation assignments have been undertaken (duration > = 9 months)	

Srl.	Item	Particulars (to be furnished by bidder)
16	Experience of HR strategy / process implementation / HR transformation in organizations with turnover / total business in excess of Rs. 500 crores and employee strength in excess of 5000	
17	Number of Banks / FIs for whom long term assignments in HR strategy / process implementation / HR transformation have been undertaken (duration > = 6 months)	
18	Of which, number of Indian public sector banks / FIs with whom long term assignments in HR strategy / process implementation have been undertaken (duration > = 6 months)	

RELEVANT BANKING EXPERIENCE IN INDIA

For each relevant project, please submit the following information with respect to each major transformation assignment undertaken:

Srl	Item	Particulars (to be furnished by bidder)
1	Name and short description of client	
2	Description of the assignment	
3	Start date of assignment	
4	Duration of assignment	
5	Terms of reference	
6	Impact achieved	
7	Client reference / reasonable proof	
8	Team size for the assignment (full time members)	
9	Key team members	

**DESCRIPTION OF APPROACH, METHODOLOGY, WORK PLAN & TEAM
STRUCTURE**

Consultants are requested to present their approach, methodology in the following three sections:

a. Technical Approach and Methodology

In this section, consultant should explain their understanding of the assignment and the approach to be followed for carrying out the activities. The consultant should highlight the problems being addressed and their importance. The consultant should also explain why the methodology adopted is consistent with the overall objective of the project.

b. Work plan

The consultant should provide the main activities to be carried out in the project with appropriate timelines. The work plan should also cover ideas and suggestions on institutionalization of change. The consultant should also lay out key milestones and deliverables. The proposed work plan should be consistent with technical approach and methodology.

c. Team structure and staffing

The consultant should propose the structure and composition of the team of professionals with proper background appropriate to the job at hand and in adequate number, during the various phases of the project. It should list the main areas in the assignment, the key expert involved and proposed technical and support staff.

PROPOSED TEAM PROFILES

Use the format below to provide information on people likely to lead the assignment (as on _____ 2012):

Srl.		Details
1	Name	
2	Current position in the firm	
3	Nationality	
4	Years of experience	
5	Years in the firm	
6	Qualifications & certifications	
7	Areas of expertise	
8	Work undertaken that best illustrates capability to handle the tasks assigned including Previous Banks where team Member was associated	
9	Role of the member: (Roles mentioned below)	

ROLE & ITS DESCRIPTION

- ❖ **Project Director:** Senior consultant responsible for overall delivery
- ❖ **Project Manager:** Full time project manager to manage day-to-day activities, delivery and work plan
- ❖ **Working team member:** Full time working team members working with the Project Manager for day-to-day delivery
- ❖ **Expert Panel:** Senior people who can be drawn upon as required during the course of the project for specific topics/sectors

STAFFING SCHEDULE

Staffing schedule for the duration of the project should be detailed in the format below:

	Duration of staff-member's involvement (from start date) in months
Names of key team leaders with time allocation	
Number of staff deployed full time on site	

(LETTER TO THE BANK ON THE COMPANY'S / FIRM'S LETTER HEAD)

To,
The General Manager(HRM)
UCO Bank
10 BTM Sarani
Kolkata -700 001

Date:

Dear Sir,

Re: RFP for Appointment of Consultant to assist the Bank in HR Transformation

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for undertaking consultancy for advising the Bank in achieving HR transformation as detailed in your RFP.

We confirm that we have not been disqualified by any Bank / Financial Institution from undertaking any /or all of the above activities.

We also confirm that the offer shall remain valid for 6 months from the date of the offer.

We understand that the Bank is not bound to accept the offer and the Bank has right to reject the offer in full or part without assigning any reasons, whatsoever.

Yours faithfully,

Authorized Signatory(ies)
(Name, Designation and
Seal of the Firm/Company)

FORM OF SELF AFFIDAVIT / DECLARATION

[TO BE SUBMITTED IN FIRM'S / COMPANY'S LETTER HEAD ONLY]

(To be included in Technical Proposal Envelope)

We, M/s _____, are one of the BIDDERS for providing consultancy services to UCO Bank in designing and implementing "Human Resource Transformation Strategy" framework for the Bank.

We, hereby declare that our Firm/Company does not have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the consultancy services.

We further declare that in case the Bank finds our averments are not true and incorrect, the Bank can initiate necessary action against us, as deemed fit.

Dated this day of 2012

AUTHORISED SIGNATORY
(Name, Designation and SEAL)

COMMERCIAL BID (Price)
(To be included in Price Proposal Envelope)

To,
The General Manager(HRM)
UCO Bank
10 BTM Sarani
KOLKATA – 700 001

Dear Sir,

Reg.: RFP for Appointment of Consultant to Assist the Bank in HR Transformation

Ref: _____ dated _____

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we give below our consolidated rate with break up for the services to be rendered by us as per the scope of consultancy given in the tender form.

	Key Components	Amount in Figures	Amount in words
1	Professional Fees		
2	Other Expenses		
3	Service tax/any other tax		
4	Total		

- 1) We understand that the Bank reserves the right to finally negotiate the commercials with the chosen consultant in respect of the above assignment.
- 2) We understand that you are not bound to accept the lowest or any Proposal you may receive.
- 3) We undertake, if our Proposal is accepted, to deliver all the deliverables, in accordance with the delivery schedule specified in the Schedule of Requirements.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Authorized Signature:

Name:

Designation:

Name of firm:

Address:

Office Seal:

Place:

Date:

Format for Bank Guarantee

To
UCO BANK,
Human Resource Management Department
10 BTM Sarani , Kolkata – 700001

Dear Sirs,

In response to your invitation to respond to your RFP for *Offering Consultancy for HR Transformation in UCO Bank*, M/s _____ having their registered office at _____ (hereinafter called the “Bidder”) wish to respond to the said Request for Proposal (RFP) and submit the proposal for *Offering Consultancy for HR Transformation in UCO Bank* and to provide related services as listed in the RFP document. Whereas the “Bidder” has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of Rs. _____ Lacs (Rupees _____ Lacs only) as bid security as required to be submitted by the “Bidder” as a condition for participation in the said process of RFP. The Bid security for which this guarantee is given is liable to be enforced/ invoked:

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

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

1. Our liability under this Bank guarantee shall not exceed Rs. ____ Lac (Rupees _____ lacs only).
2. This Bank guarantee will be valid upto _____ (date) ; 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 _____ (date).

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

----End of Document----