

REQUEST FOR PROPOSAL

For

Implementation of

Online Share Trading on Internet Banking

under Tie-up arrangement

for UCO BANK'S Customers

UCO Bank
Head Office
Department of Information Technology
5th Floor, DD Block, Sector-I, Salt Lake
Kolkata – 700064

The information provided by the vendors in response to this Request For Proposal (RFP) will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP without assigning any reason whatsoever. The Bank will evaluate the proposals by following such methods, criteria and rationale which, in its opinion, are in the best interest of the Bank.

Disclaimer

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

**UCO Bank
Head Office – DIT, Kolkata**

<u>Bid Details – For Implementation of Online Share Trading under Tie-up arrangement</u>		
1.	Date of RFP	August 19,2009
2.	Last date and time for receipt of Bidding Document	September 22 , 2009 2.00 PM
3.	Date and Time of Opening of Technical Bids	September 22 , 2009 3.00 PM
4.	Place of opening of Technical Bids	UCO Bank Head Office Department of Information Technology 5 th Floor, 3&4,DD Block, Sector-I, Salt Lake Kolkata – 700064
5.	Address for communication	As above
6.	Email address	sharetrading.calcutta@ucobank.co.in hodit.calcutta@ucobank.co.in

Note: Bids will be opened in presence of the bidders' representative(s) who choose to attend at the time of bid opening. A maximum of two authorized representatives of the bidder will only be allowed at the time of opening of the bids.

To

The General Manager (HR & IT)
UCO Bank,
Head Office
Department of Information Technology
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064

Sir,

Reg.: Our bid for Implementation of Online Share Trading under Tie-up arrangement.

We submit our Bid Document herewith.

We understand that

- You are not bound to accept the highest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by UCO bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof, shall constitute a binding contract between us.
- If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
- Vendor means the bidder who is decided and declared so after examination of commercial bids.
- The names of shortlisted bidders after the completion of first stage of the bidding process (Technical Bid), and the name of successful bidder to whom the contract is finally awarded after the completion of second stage (Commercial Bid), shall be displayed on the Notice Board of the purchaser at UCO Bank, Head Office, Department of Information Technology, DD Block, sector-I, Salt Lake Kolkata – 700064.

Yours faithfully

For.....

(Signature and seal of authorized person)

Place:

Date:

1. Introduction:

- 1.1 UCO Bank, hereinafter referred to as the Purchaser, has decided to implement Online share trading under tie-up arrangement with a selected broker to provide its customers the facility of online share trading through Internet Banking. The service will enable UCO bank's customers to transact online and carry out share trading activity on the Internet by accessing UCO Bank's website www.ucobank.com. For this purpose bank invites Technical and commercial bids from the brokers who can implement the above functionality as per purchaser's requirement.
- 1.2 The Purchaser is looking for end to end service provider i.e. broker who are experienced in providing online share trading facility to the customers of a bank under tie-up arrangement on revenue sharing basis.
- 1.3 The purchaser intends to shortlist broker on highest bid (H-1) basis for providing the above services and entering into tie-up arrangement.

2. Technical Requirement & Scope of work:

- a. In UCO Bank's website, a link will be provided for the said service that would redirect the user to the selected broker's trading site for placing trade orders (buy or sale). The session information would be stored in Broker's data base after validating the user's credentials. Thereafter, user will initiate fund transfer/Fund Hold (for buy) or DP lien option (for sale), as the case may be, for which the broker's web server will redirect the user to Bank's Internet Site to do the required transactions. The settlement of the trade transactions will be done by sending the related files to bank by the broker.
- b. The selected broker has to provide full functionality of share trading to the customers through their trading platform
- c. The offered service/facility should be in compliance with SEBI /NSE/BSE guidelines
- d. Broker will be required to coordinate with Bank's data base vendor, DP vendor to integrate and implement the facility successfully

3. Broker's eligibility:

- a. Broker should have its registered office in India
- b. Should be in broking business at least for 5 years
- c. Should be registered with NSE/BSE
- d. Should be in profit during the last three years
- e. Should have prior experience of having tie up arrangement with at least two banks in India. One of the two must be a public sector Bank.

4. Who can bid for the offer:

- Any reputed broker satisfying the above criteria
- A senior official of the broking firm, who has the authority to make implementation commitment on behalf of the broker, should sign and submit the proposal.

5 . BIDDING PROCESS (TWO STAGES)

5.1 For the purpose of the present job, a two-stage bidding process will be followed. The response to the present tender will be submitted in two parts:

- Technical bid (Part-I)
- Commercial bid (Part-II)

The bidder will have to submit the Technical and commercial bid separately in sealed envelopes , duly superscribing **“Bid for Online Share Trading -TECHNICAL BID”** or **“Bid for Online Share Trading -COMMERCIAL BID”** as the case may be.

5.2 TECHNICAL BID

1. TECHNICAL BID will contain the bidder's information in the format given in bid document as in Annexure I.
2. Technical Bid will contain compliance statement as per annexure II.
3. Technical Bid will contain Scope of Work compliance statement as per annexure III.
4. **TECHNICAL BID will not contain any commercial information at all.**
5. The bid shall be neatly typed and signed by the Bidder or a person duly authorized to bind the bidder to the contract. The authorization shall be indicated by a written power of attorney accompanying the Bid. All pages of the Bid except un-amended printed literature shall be initialed by the person(s) signing the Bid.

5.3 COMMERCIAL BID

- i) The bidder should quote the percentage of revenue sharing as per **Annexure VI.**

6. SUBMISSION OF BIDS

- 6.1 The bid should be submitted in duly sealed envelopes and addressed to Purchaser at the following address.

General Manager (HR & IT)
UCO Bank
Head Office
Department of Information Technology
5th Floor, 3&4, DD Block, Sector-I, Salt Lake
Kolkata - 700064

- 6.2 The offer documents should be deposited in the **Tender box provided at our office** or the same may be sent by first class courier which should be delivered on or before the given date and time at our office address given above.
- 6.3 UCO Bank is not responsible for non-receipt of proposal within the specified date and time due to any reason including holidays or postal delays.
- 6.4 If required, Bank may ask the selected broker to arrange for demonstration of the feature, quality and capabilities of the System as per model committed in the proposal before signing the agreement. This demonstration (acceptance test) will be conducted at this department on prior appointment. The Bank will accept the proposal on successful completion of acceptance test. Unsatisfactory performance of the system/s ervice may result in the Bank's rejection of entire offer.
- 6.5 No Bidder is permitted to authorize any third party to execute the orders.
- 6.6 UCO Bank reserves the right for conducting pre-deployment inspection by its own personnel or reputed third parties. The selected bidder has to offer the system/solution for inspection in such a manner that it does not affect the implementation schedule.

7 Other Terms of Bid:

- 7.1 If the proposal is not submitted in the prescribed format or any of the item in the Annexures is left Blank or incomplete, the proposal is liable for outright rejection.
- 7.2 UCO Bank reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the

- concerned bidder need to submit the documentary evidence(s) as required by UCO Bank.
- 7.3 If any bidder is found to have submitted incorrect information at any time, he may be **debarred** from participation in the future tendering processes.
- 7.4 The bidders are advised to examine all instructions, terms and conditions and technical specifications carefully and furnish the information unambiguously.

8. MODIFICATIONS AND/OR WITHDRAWAL OF BIDS

- 8.1 Bids once submitted will be treated, as final and no modification will be permitted. No correspondence in this regard will be entertained.
- 8.2 No bidder shall be allowed to withdraw the bid after the deadline for submission of bids.

9. DOCUMENTS TO BE SUBMITTED

The bidder shall submit the following documents:

9.1 Documents required in Technical Bid (Sealed Cover)

1. Bidders information as per format given in **Annexure I**
2. Compliance statement as per format given in **Annexure – II**
3. Scope of Work compliance statement as per format given in annexure - III
4. Technical Details of the solution offered.
5. Details of the Data Center where the Trading System is hosted.
6. Any other document indicating the feature of the product
7. Last three years audited balance sheet with profit and loss account statement.
8. Check-list as per **Annexure – VI**
9. Copies of Memorandum & Article of Association and Certificate of Incorporation in case of corporate bidder.
10. Solution Implementation Schedule

9.2 Document required in Commercial Bid (in Sealed Cover)

Commercial offer as per **Annexure V**.

10. PRELIMINARY EXAMINATION

- 10.1 The Purchaser will examine the commercial bids to determine whether they are complete; whether any computational errors have been made;

whether required information has been provided as underlined in the bid document; whether the documents have been properly signed, and whether bids are generally in order. Bids from agents without proper authorization from the principal as per the authorization form, shall be treated as non-responsive and will be outrightly rejected.

- 10.2 Arithmetic errors will be rectified on the following basis. If there is discrepancy between words and figures, the amount in the words will prevail.
- 10.3 The bid determined as not substantially responsive will be rejected by the purchaser.

11. BID OPENING AND EVALUATION

- 11.1 The purchaser will open the bids, in presence of Bidders / their representative who choose to attend, at the time and date mentioned in Bid document at the address mentioned in Para - "Submission of Bids".
- 11.2 The bidders/their representatives, who are present, shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the specified time and place on next working day.
- 11.3 In the first stage, only **TECHNICAL BID** will be opened and evaluated. Those bidders satisfying technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed. The bidder should also satisfy the eligibility criteria as outlined in Clause 3 of this RFP document. If the bidder does not meet all items under eligibility criteria, the technical bid is liable to be rejected.
- 11.4 All bidders who meet all terms and conditions of Technical Bid, will be eligible to get their Commercial Bid opened
- 11.5 In the second stage, the COMMERCIAL BID of only those bidders, whose technical bids are short-listed, will be opened. The Purchaser reserves the right to accept or reject any technology proposed by the bidder without assigning any reason thereof. Decision of the Purchaser in this regard shall be final and binding on the bidders.
- 11.6 The commercial bids shall be opened in presence of short listed bidders, if they are present. If the shortlisted bidders or their duly authorised representatives are not present, the commercial bids will be opened in their absence. The intimation of time and place of opening of commercial bids will be informed separately to shortlisted bidders only.

12. CLARIFICATIONS OF BIDS

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

13. General Terms & Conditions

- 13.1 The Bank **does not bind** itself to accept the proposal with highest revenue sharing or any other proposal and reserves the right to reject any or all the proposals at any point of time prior to the execution of agreement without assigning any reason(s) thereof.
- 13.2 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 13.3 The Bank reserves the right to **modify** any terms, conditions or specifications for submission of offer and to obtain revised proposals from the bidders due to such changes, if any.
- 13.4 **Canvassing** of any kind will be considered as a disqualification and the bank may decide to debar the bidder from participating in the bidding process.
- 13.5 The selected broker shall have to ensure that any compliance requirements raised by SEBI or RBI are addressed as part of the solution deployment process
- 13.6 Bank reserves the right to have tie up with single broker or with multiple brokers depending upon the requirement
- 13.7 Bank also reserves the right of cancelling the project at any time if all proposals received do not meet the Bank's expectation/requirement.

14. Rejection of the Bid

- 14.1 The proposal is liable to be **rejected** if:
- a. The document doesn't bear signature of authorised person.
 - b. It is received **through** Telegram/Fax/E-mail.
 - c. It is received after **expiry** of the due date and time stipulated for submission.
 - d. **Incomplete proposal, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids** not conforming to the terms and conditions stipulated in this Proposal are liable for rejection by the Bank.

15. Indemnity

- 15.1 The selected bidder shall **indemnify the Bank** and be **liable for loss** due to malfunctioning of the solution.

16 . PERIOD OF VALIDITY

- 16.1 *Bids shall remain valid for a period of **6 months** from the date of bid opening prescribed by the Purchaser. A bid valid for shorter period shall be rejected by the purchaser as non-responsive.*

17. PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

- 17.1 The purchaser reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the purchaser's action.
- 17.2 The purchaser reserves the right to accept or reject any technology proposed by the vendor.

18. SIGNING OF CONTRACT

- 18.1 The successful bidder (hereinafter referred to as vendor) shall be required to enter into a contract for implementation of On-line share trading project with UCO Bank, within 7 days of the award of the tender or within such extended period as may be specified by the purchaser but before start of the services by the vendor.
- 18.2 The offer percentage of revenue sharing and other terms and conditions as agreed between the vendor and the purchaser shall be valid for a period of 5 years from the date of signing the contract. Thereafter, the price and other terms and conditions may be renegotiated and the contract may be extended at the sole discretion of the purchaser to such period as may be agreed between the vendor and purchaser.
- 18.3 Notwithstanding the above, the purchaser reserves the right to terminate the contract at any time by giving 30 days notice without assigning any reason thereof.

- 19. GOVERNING LAW AND DISPUTES** (Applicable in case of successful vendor, to whom work has been awarded)

19.1 DISPUTE RESOLUTION : All disputes or differences whatsoever arising between the purchaser and the vendor in relation to work awarded pursuant to this RFP, shall be settled through arbitration as per the terms & conditions as agreed under Service Level Agreement referred to in para 21 hereof, and in accordance with applicable Indian Law.

19.2 The vendor shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by the purchaser or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. However, the purchaser shall be entitled to make alternative arrangements to tackle the situation, in the manner it is deemed fit, at the cost of the vendor, so that the business of the purchaser continues without any disruption.

19.3 The venue of the arbitration shall be Kolkata.

20. PROCEDURE FOR FINALIZING H-1 Bidder:

20.1 H-1 vendor out of shortlisted bidders will be selected based on the percentage of revenue sharing offered in the commercial bid. The highest bidder (H-1) shall be short listed and called for assignment of contract.

20.2 In case there are more than one H-1 bidders, the bidder who has tie-up arrangement with more number of banks would be selected.

21. USE OF CONTRACT DOCUMENT AND INFORMATION

21.1 The Vendor shall not, without the purchaser's prior written consent, make use of any document or information provided by the Purchaser in Bid document or otherwise except for purpose of performing contract.

22. PATENTS RIGHTS

22.1 The vendor shall, at their own expense, defend and indemnify the purchaser against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.

22.2 The vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible therefore, including all expenses and court and legal fees.

22.3 The purchaser will give notice to the vendor of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

23. ASSIGNMENT

- 23.1 The Vendor shall not assign to anyone, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

24. DELAY/ DEFECT IN THE VENDOR'S PERFORMANCE

- 24.1 The performance of the vendor shall be judged on the time taken for implementation of solution after placement of order. The entire activity is to be completed within 2 months time from the date of order or the time period specified, if any, by bank in the order.

- 24.2 Any defect or delay in providing the supply and services as mentioned above shall attract penalty as mentioned below:

Penalty of delay/defect in services: - Failure to complete the tasks shall attract penalty @ 1% per week of the total revenue earned by the broker during the year. This amount shall be payable by broker along with the share of broking fee payable to Bank. Without prejudice to charging of penalty, the purchaser has right to cancel the order in case delivery/services not effected within stipulated time schedule.

25. ACCEPTANCE OF ORDER:-

- 25.1 Purchaser has a right to cancel the order if the same is not accepted within a period of 5 days from the date of the order.

26. ACCEPTANCE TEST

- 26.1 The system is subject to User Acceptance test. Vendor has to provide the Acceptance Document and arrange Engineers at the site at the date and time mentioned by the purchaser to assist in the acceptance test.

27. Payment of share of broking fee to Bank

- 27.1 Payments of broking fee will be made to Bank on monthly basis by way of pay order or demand draft or by any other means as may be mutually decided between bank and the broker, and the same may be remitted by vendor at the following address :

General Manager (HR & IT)
UCO Bank
Head Office
DIT, e-banking Cell
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata - 700064

UCO BANK - ON LINE SHARE TRADING PROJECT		
INFORMATION ON TRADING BROKERS FOR		
S. No	Particulars	Information to be furnished by Broker
A	Broker's Profile	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
1	Name of the Broker/Broking Company	
2	Registered Office	
3	Address for Communication	
	Contact Person	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
4	Name :	
5	Tel. No.	
6	Mobile No.	
7	No. of years in Business	
8	No. of Branches	
9	No. of Locations covered	
10	Whether listed in Stock Exchange (Yes/No)	
B	SEBI Approval	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
1	Registration no. with date (NSE)	
2	Registration no. with date (BSE)	
C	System Audit	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
1	Items covered under Audit	
2	Frequency	
3	Last Audit Done By	
4	Last Audit Done On	
D	Business Turnover	Amount in Crores
1	Year 2006-07	
2	Year 2007-08	
3	Year 2008-09	
E	Net Profit	Amount in Crores
1	Year 2006-07	
2	Year 2007-08	
3	Year 2008-09	
F	Other Information	
1	Trading Mode for Clients	On line
2	Type of Investment services Offered	
3	Tie up with Other Banks already done for Online share trading	Name of the Bank & Date of Tie Up

	1	
	2	
	3	
	4	
	5	
	6	
	7	
4	Approximate Time to go live from the date of tie up (including time for system integration and testing)	

Name of the official of Broking company

Place

Date

COMPLIANCE STATEMENT

DECLARATION

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all annexure s, addendum and corrigendum.

Signature and Seal of Bidder

Date:

Place:

Scope of Work Compliance

We certify that the solution offered by us for tender conforms to the scope of work stipulated by you in the section-2 of the RFP with the following deviations

List of deviations

1)

2)

3)

4)

(If left blank it will be construed that there is no deviation from the specifications given above)

Signature and Seal of Bidder

Date:

Place:

ANNEXURE-IV

SERVICE SUPPORT DETAILS

Name of Location	Telehone No.	Fax No.	Status of office working days & hours	No. of support staff	Remarks

Date:

Signature and Seal of Bidder

Place:

Format for Commercial Bids

1. Percentage of Revenue sharing offered to Bank i.e. sharing of broking fee on Tie-up arrangement with UCO Bank for online share trading :

S.No	Particulars	Percentage
1.	Revenue Sharing with UCO Bank% (In Words.....%)

- The percentage quoted should hold good for the period of contract and should not be changed for any reason whatsoever.
- Bidder shall bear the cost of integration at Bidder side; however Bank host side integration will be borne by the Bank.
- In case of leased line connectivity between Bidder location and Bank location the same will be borne by the Bank.
- The bank side hardware cost will be borne by the Bank, other cost will be borne by the Bidder.
- Certification with NSE/BSE at bidder end will be borne by bidder however any certification at Bank's host end will be borne by the bank.
- Any other certification relating deployment of service offered by selected broker will be borne by the bidder.

Signature & Seal of Bidder

Date:

Place:

ANNEXURE VI**CHECK LIST****Technical Bid**

Sl.	Documents	Attached in Bid (Yes/No)	Page No	
			From	To
1.	Bidders Information as per format as per Annexure – I			
2.	Compliance statement as contained in Annexure – II			
3.	Scope of Work compliance statement as per annexure III			
4.	Last three years audited balance sheet with profit and loss account statement.			
5.	Service Support Details as per Annexure - IV			
6.	Implementation Schedule			
7.	Copy of Licence from SEBI/NSE/BSE			
8.	Letter from banks with whom Tie up has already been done			
9.	Any other document indicating the feature of the product			
10.	Copies of Memorandum & Article of Association and Certificate of Incorporation in case of corporate bidder.			
11.	Data centre/server location details for production environment like space required for installation of servers and other components, environment conditions etc.			
12.	ISO Certification document, if any			

Commercial Bid

Sl.	Documents	Attached in Bid (Yes/No)	Page No	
			From	To
1	Commercial Bid as per Annexure-V			