

Request for Proposal (RFP)

For

Set up, manage and operate merchant acquiring business through android POS on Capex model with revenue sharing



**POS Cell, Digital Banking Department (4th Floor)
UCO Bank Head Office,
DD 3&4, Sector 1, Salt Lake, Kolkata 700064
West Bengal**

RFP REF NO: UCO/DIT/ 0705 /2022-23 Date: 13/06/2022

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

This document is prepared by UCO Bank for Set up, Manage and Operate Merchant acquiring business through POS on revenue sharing Model. It should not be reused or copied or used either partially or fully in any form.

Bid Control Sheet

Tender Reference	UCO/DIT/ 0705 /2022-23 dated 13/06/2022
Cost of Tender documents	Rs.10000/- (Rupees Ten Thousand only)
Date of issue of RFP	13.06.2022
Earnest Money Deposit (EMD)	Rs.20,00,000/- (Rupees Twenty Lacs only) (in the form of Bank Guarantee)
Date of web upload of RFP cum tender document	13.06.2022
Last date for submitting queries for the Pre-bid Meeting	20.06.2022
Pre-Bid meeting /Venue	21.06.2022 at 01:30 PM, UCO BANK, Head Office-2, Department of Information Technology, 5th Floor, 3 &4 DD Block, Sector -1, Salt Lake, Kolkata-700 064.
Last Date and Time for receipts of tender bids	12.07.2022 at 4:00 PM
Opening of Part-A Confirmity to Eligibility Criteria	12.07.2022 at 4:30 PM
Opening of Part-B Technical Proposal	12.07.2022 at 4:30 PM
Opening of Price/Commercial Bid	Will be informed subsequently to technically qualified bidders.
Address of Communication	UCO BANK, Head Office-2, Department of Information Technology, 5th Floor,3 &4 DD Block, Sector -1, Salt Lake, Kolkata-700 064.
Email address	hodit.proc@ucobank.co.in digital@ucobank.co.in
Contact Telephone Numbers	Tel: 033-4455 8426/7313/9775/9770
Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5th Floor,3 &4 DD Block, Sector -1, Salt Lake, Kolkata-700 064.

Note: This document can be downloaded from Bank's website <https://www.ucobank.com/English/tenders.aspx> In that event, the bidders should pay the Application Fee for tender document by means of DD, drawn on any scheduled Commercial Bank or through NEFT for the above amount in favour of UCO Bank, payable at Kolkata and submit the same along with the Bid document. 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. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid. The bidder appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project. Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the scope of work. Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the RFP document shall be the governing document for arrangement between the Bank and the selected bidder in terms of this RFP document

DISCLAIMER

The information contained in this Request for Proposal ("RFP") document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of UCO Bank (or Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by UCO Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as "Bidder" or "Bidders" respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. UCO Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require. UCO Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

UCO Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website and it will become part and parcel of RFP.

UCO Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. UCO Bank reserves the right to reject any or all the expression of interest / proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of UCO Bank shall be final, conclusive and binding on all the parties.

Abbreviations used in this Document:

1	AMC	Annual Maintenance Contract
2	BG	Bank Guarantee
3	CST	Central Sales Tax
4	DD	Demand Draft
5	DIT	Department of Information Technology
6	EMD	Earnest Money Deposit
7	HO	Head Office
8	LAN	Local Area Network
9	LD	Liquidated Damage
10	LST	Local Service Tax
11	ME	Merchant Establishment
12	MDR	Merchant Discount rate
13	NEFT	National Electronic Funds Transfer
14	NI Act	Negotiable Instruments Act
15	OEM	Original Equipment Manufacturer
16	OS	Operating System
17	POC	Proof of Concept
18	POS	Point of Sale
19	RFP	Request For Proposal [Inter-alia the term 'Tender' is also used]
20	RTGS	Real Time Gross Settlement
21	VAT	Value Added Tax
22	GST	Goods and Services Tax

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UCO BANK

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A. INTRODUCTION

1. About UCO Bank

UCO BANK, a body Corporate and a premier Public Sector Bank established in the Year 1943 and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head office at 10 BTM Sarani, Kolkata- 700001. The Bank is having PAN India presence of more than 3000 branches and 42 Zonal offices situated across the States. The Bank is working on Core Banking System using Finacle solutions. The Bank is a forerunner in implementation of IT related products and services and continuously making efforts to provide state of the art technological products to its customers.

2. Definitions

- a) 'Bank' means unless excluded by and repugnant context or the meaning thereof, shall mean 'UCO Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successor and permitted assigns.
- b) 'RFP' means Request for Proposal for Selection of vendors to Set up, Manage and Operate Merchant Acquiring Business through POS on Capex Model.
- c) 'Bidder' means a vendor submitting the proposal in response of RFP.
- d) 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- e) 'Successful Bidder' / 'L1 bidder' means the Bidder who is found to be the lowest cost bidder, subject to compliance of all the Terms and Conditions of the RFP, etc.
- f) 'Solution' means Set up, Manage, Market and Operate Merchant Acquiring Business through POS & other associated acquiring Channels on Capex Model as per this RFP.
- g) 'Proposal' means that Technical proposal and financial proposal as per the formats prescribed in the RFP.

3. About RFP

The Bank wishes to Set up, Manage and Operate Merchant Acquiring Business through Android POS & other associated acquiring Channels on Capex Model with revenue sharing. In this connection, Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Set up,

Manage and Operate Merchant Acquiring Business through Android POS & other associated acquiring Channels on Capex Model with revenue sharing as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

The RFP document is not a recommendation, offer or invitation to enter into a contract agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and successful bidder as identified by the Bank after completion of the selection process.

4. **Objective**

Bank intends to select a vendor who can Set up, Manage and Operate Merchant Acquiring Business through Android PoS on Capex Model with revenue sharing for approx. 7500 PoS terminals (number of terminals are indicative only) over the next 3 years.

5. **Eligibility Criteria:**

Due to the complexity of the business and operation of POS, only bidders who qualify on each and all of the criteria mentioned below and in Annexure- 2, would be qualified to submit the bid and will be evaluated as per details provided further in this document. The Bidder should be a single entity. No consortium is allowed. Bidder should provide full details on each of the below requirements.

Sl.	Eligibility Criteria	Documentary proof required for each of the eligibility criteria stipulated
1	Bidder should be a firms registered under registrar of firms/company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on RFP issuance date. OR Concerns registered as MSME Entrepreneur & still categorized as MSME as on RFP submission date.	<ol style="list-style-type: none"> 1. Firm registration certificate/ Certified copy of certificate of incorporation and other relevant documents. 2. Certificate of Incorporation issued by Registrar of Companies along with 3. Copies of Memorandum of Association 4. Copies of Articles of Association 5. Shareholding pattern 6. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility

		bid. 7. Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.
2	The bidder must have expertise in setting up merchant acquiring business, framing merchant acquiring policy, operational procedures for at least one scheduled commercial banks in India.	Document proof from the Bank to be enclosed.
3	The bidder should have executed at least ONE full cycles of merchant onboarding business process right from acquisition of merchants to Reconciliation and settlement and also managing chargeback process and risks for at least 1 Scheduled Commercial banks in India and has installed minimum of 10,000 Android POS terminals.	Document proof from the Bank to be enclosed.
4	The Bidder should have its own switch or license to use third party switch for routing POS transactions, Merchant Management system, Underwriting system, Risk Monitoring(Both Merchant underwriting and Transaction monitoring) and settlement & Recon system.	Document proof from the Bank to be enclosed. If third party switch/ license is used then bidder have to submit a declaration from Third party switch provider for supplying license.
5	The bidder should be PCI- DSS certified & compliant.	Copy of certificate shall be enclosed
6	The Bidder should own/ have a valid license from Card Network Associations Visa, Master, Rupay, American Express and should be in POS Acquirer Business for the past two years which involves activities like Direct Acquisition of Merchants, POS deployment, maintenance, transaction, POS transaction processing, enabling the payments to Acquiring Banks, Merchant Payment net of MDR, monitoring of transactions, dispute Management etc. The infrastructure should be in use by at least One Scheduled Commercial banks in India for switching POS transactions.	Copy of license from Card Network Association. Document proof from the bank to be enclosed for POS Acquirer Business.
7	The bidder through own switch/ third party switch (which bidder is licensed to use) should have connectivity with Network/scheme provider for routing VISA, AMEX, Master card and RuPay transactions.	Self-Declaration on company letterhead signed by authorized signatory.

8	The bidder should have both primary and DR Centre fully audited and complied with VISA, MasterCard, RUPAY& AMEX guidelines	Bidder has to submit the latest audit certificate in this regard
9	The bidder should have a total turnover of Rs. 25 Crores in any two years out of last three financial year i.e. 2018-19,2019-20 and 2020-21	Bidder has to submit Audited Balance Sheet for last 3 Years (i.e. 2018-19, 2019-20 and 2020-21). AND Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.
10	The firm/Company should have a positive net worth in last three financial year i.e. 2018-19,2019-20 and 2020-21.	Bidder has to submit Audited Balance Sheet for last 3 Years (i.e. 2018-19, 2019-20 and 2020-21). AND Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.
11	The bidder should not have been blacklisted by any Govt. / Govt. Agency / Bank(s) / Financial Institutions / RBI / IBA in India as of RFP issue date for breach of any applicable law or violation of regulatory prescriptions or breach of agreements.	Declaration in the letterhead of the bidder's company to that effect should be submitted regarding non-blacklisting of the company.
12	The bidder should ensure that there are: a. No legal proceedings pending or threatened against bidder or which adversely affect / may affect performance under the contract; and b. No inquiries or investigations have been threatened, commenced or pending against the bidder or by any statutory or regulatory or investigative agencies.	Declaration in the letterhead of the bidder's company to that effect duly certified by Statutory Auditor should be submitted.

Note:-

- a. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references.
- b. If the declaration/any documents given by the vendor is found to be false at later date, Bank reserves the right to disqualify the vendor or cancel the contract.

The Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the already submitted documents. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder

6. Participation Methodology:

- a) In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but, both cannot bid simultaneously for the same solution in the same tender.
- b) If an agent bids on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same solution.
- c) The principal Bidder should assume responsibility on behalf of the OEM/Agent for providing end-to-end solution i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this RFP.

7. Requirement Details

Bank intends to avail services to Set up, Manage and Operate Merchant Acquiring Business through Android POS on Capex Model with revenue sharing.

The details of model are as follows:

Capex Model with revenue sharing

- a) The successful bidder shall supply approx. 7500 POS terminal under Capex model with revenue sharing to the Bank, which shall become asset of the Bank and may be provided to any merchant by the Bank.
- b) The successful Bidder shall manage the end-to-end POS acquiring business ranging from Merchant sourcing, personal visits to merchants/Spot Verification, Documents procurement & verification, marketing & sourcing of new business, field services, Documentation, On-Boarding of Merchants, Terminal Supply & installation, Merchant training/Education, maintenance of POS terminals along with operating system & other

peripherals, Attending Merchant queries/complaints, Providing consumables, transaction processing, field services at Merchant locations for acceptance of all types of cards issued in association with VISA, Master Card, RUPAY & Amex, Fraud Risk Management, Recon & Merchant Settlement, Settlement with Card Associations including issuer interchange, network charges etc., Staging, de-installation of POS machines (at MEs request/un-remunerative machines after proper notice to the MEs), Managing disputes like charge back etc. and incurring chargeback liability, any penalties from regulator/Network Associations for non-compliance (including KYC), fraud liability, VISA VFMP, MasterCard QMAP & other network liabilities, on Capex Model with no cost to the Bank.

- c) The net revenue generated from the acquiring business after apportioning VISA/MC/ RUPAY/Amex transaction charges & Issuer Interchange (Net revenue after removing all the cost) shall be shared between the Bank and the successful Bidder on 80:20 (80 percent will be of the Bank and 20 percent of the selected bidder).
- d) Separate standard MDR for all variants of Credit Cards shall be fixed by Bank in mutual discussion with the selected bidder.
- e) MDR and other charges to be levied to the merchants will be decided by the Bank in consultation with the successful Bidder.
- f) If the MDR is lower than the standard MDR or waived by the Bank and also rent is waived or reduced by the Bank, the differential cost shall be borne by the Bank and the proportionate amount due to the vendor as per stipulated standard MDR shall be paid to the successful bidder.
- g) Similarly, if MDR/rent is waived or reduced by the successful Bidder, the same shall be borne by the successful bidder and the proportionate amount due to the Bank as per stipulated standard MDR shall be recovered from the successful bidder.
- h) The rate quoted should be in terms of percentage (%) of Net revenue (MDR+ charges for VAS + surcharge if any+ Any other revenue for POS machines – interchange – Network charges) exclusive of GST & other applicable taxes.
- i) All the other charges/expenses i.e., routing charges payable to Card Schemes, Cost of consumables, Certification of terminals/systems, maintenance of terminals etc. will have to be borne by the successful Bidder.
- j) The successful Bidder will be assisting the bank in driving volumes at merchants sourced by the vendor as well as

merchants sourced by the Bank.

- k) The successful Bidder should take care of all the marketing and other charges like pamphlets/advertising cost/ for driving more volumes for such merchants sourced by the bidder. The successful Bidder should also assist the bank in driving volumes for the merchant's location sourced by the bank. All the promotional activities would be handled by the bidder with no cost to the bank.
- l) Bidder can source Merchants with or without CASA accounts with UCO Bank.
- m) VISA, MasterCard, RuPay, JCB, UPI & Amex certification charges including audit charges shall be borne by the Successful Bidder along with all other tools charges.
- n) Successful Bidder shall provide details of transactions, Transaction alert reports, POS Terminal-wise performance, and other reports as per the requirement of the Bank
- o) Cost of patch and software up-gradation, additional features in POS machine on account of Regulatory, statutory, Network, and Security compliance shall be borne by the successful Bidder.
- p) The consumables shall be supplied by the successful bidder at their cost.
- q) Acquiring BIN for Rupay, AMEX & Visa will be of the Bank. However, for Master Card, the bidder has to arrange a BIN on cost sharing model. Any cost involved in procurement of bin, it will be shared equally between Bank and selected bidder.
- r) The Successful Bidder shall execute a non-disclosure Agreement with the Bank regarding customer data in the format prescribed by the Bank.
- s) The successful Bidder shall execute an 'Integrity pact' along with the Bank in terms of the guidelines of Central Vigilance Commission(CVC) in the format provided by CVC.
- t) The settlement will be routed through the Bank and all support for settlement process shall be provided by the successful Bidder including Merchant payment after collecting MDR, rent & other charges, settlement with Card Associations like payment of issuer interchange, transaction charges, issuer interchange to our Bank for on-us card transactions, GST payments, income sharing etc.
- u) Amount due to the Bank from Network Associations (VISA, Master Card, RuPay & Amex) during the settlement process shall be claimed & received promptly and any delay in staging/claiming legitimate amount due to the Bank and

consequent income loss including the cost of funds on account of that shall be borne by the successful Bidder and shall be compensated to the Bank.

- v) The successful bidder shall have a dedicated team for attending trouble shooting calls and other Merchant queries. The trouble shooting shall be done as per the timelines fixed in the Service Level Support Response Time & Penalties (Clause No: 44). Any delay attracts levy of Liquidated damages/penalty by the Bank, as per Clause No 44 of this document.
- w) Successful Bidder shall adhere to the timelines fixed in the Service Level Support Response Time & Penalties (Clause No:44) for installation/de-installation of POS machines and in attending & rectifying trouble shooting calls by Merchants. Any delay attracts levy of Liquidated damages/penalty by the Bank, as per Clause No 44 of this document.
- x) The selected bidder/s is required to interact and integrate with other aggregators present in the market for tapping the super retail merchant segment.
- y) The infrastructure/Software/Application developed as part of the agreement can be put to use in all offices of UCO Bank including its Subsidiaries, amalgamated entities, Foreign Offices, Regional Rural Banks sponsored by the Bank at no cost to the Bank.

8. Scope of Work

- a. The scope of RFP involves supply of Android POS terminals to Bank on Capex model with revenue sharing. The supplied terminals will become asset of Bank and can be provided to any merchant as per Bank's discretion.
- b. The bidder shall also manage end-to-end POS acquiring business ranging from Merchant sourcing, personal visits to merchants/Spot Verification, Documents procurement & verification, marketing & sourcing of new business, field services, Documentation, On-Boarding of Merchants, Supply of POS machines, deployment of POS Machines, Merchant training/Education, maintenance of POS terminals along with operating system & other peripherals, Attending Merchant queries, Providing consumables, transaction processing, field services at Merchant locations for acceptance of all types of cards issued in association with VISA, MasterCard, RUPAY & Amex, Fraud Risk Management,

Recon & Merchant Settlement, Settlement with Card Associations including issuer interchange, network charges etc., Staging, de-installation of POS machines (at MEs request/un-remunerative machines after proper notice to the MEs), Managing disputes like Chargeback disputes etc. and incurring chargeback liability, any penalties from regulator/Network Associations for non-compliance (including KYC), fraud liability, VISA VFMP, MasterCard QMAP & other network liabilities, on Capex model with no cost to the Bank.

- c. The Bank desires to offer the POS Machines delivery channel to: Merchant Establishments of bidder/banks Subsidiaries and other banks with which the Bank may forge tie-ups
- d. The POS terminals being deployed must-
- Be Fully EMV compliant (as per latest revisions)
 - Be in the approved terminal list of the EMV Co.
 - Be Chip-compliant and capable of PIN acceptance for chip cards.
 - Have TLE & UKPT/DUKPT functionality
 - Have Contactless/Wi-fi functionality.
- e. The selected bidder/s is required to interact and integrate with other aggregators present in the market for tapping the super retail merchant segment.

A. Scope of Contract and Deliverables:

- a) There will be a master contract between the Bank and the selected Bidder for entire POS business so that for each merchant acquisition, Bank can execute the contract with the merchant directly.
- b) The Bank is inviting offers from Bidders, capable and experienced in all aspects relating to Merchant POS Acquiring business by deploying EMV-II Compliant Android PoS Machines, capable of reading Chip Card and PIN acceptance for Chip Cards, at various Merchant locations across the country and maintain them.
- c) The Bidder should disclose the brand, model, specifications and manufacturer's name of the PoS Machines to be offered to the Bank.
- d) The PoS terminals should be connected to the bidder's switch

/third party switch on behalf of Bidder for routing/accounting of transaction and then to the VISA, MasterCard, RUPAY, Amex Bank's switch and others.

- e) The PoS terminal should have facility to record geo tagging for payment gateways as per RBI circular CO.DPSS.OVRST.No.S1738/06-08-018/2021-2022 dated March 25, 2022
- f) The Merchant should be able to submit the daily Transactions/Bills online to the bidder for settlement through Batch Settlement / auto batch settlement process. The merchant agreement between the Bank and Merchant will provide for safe keeping of the records including charge slip by the merchant
- g) The bidder should have the capability to supply and install PoS terminals, Merchant Management, Marketing, sourcing of merchants and Training, while the Bank will provide the Lead and necessary assistance in sourcing the Merchants.
- h) Maintenance of effective Customer Relationship Management tools for maintenance of customer relationship and complaint management which include helpdesk to address Merchant complaints, settlement etc.
- i) All transaction at POS terminals shall be card present. Manual key entry shall not be permitted at any POS terminals without specific permission from the Bank and the respective Bidder will be responsible for any loss on account of manual key transactions permitted on their POS terminals contravening this condition.
- j) Machines deployed at merchant locations should have UCO BANK branding at prominent part.
- k) The bidder to provide web-page (must – can be hosted at Bank's website) or mobile app (if possible) as lead generator.
- l) The Bidder should have the capability to provide the requisite infrastructure/Software/Application and its integration as per the specifications for procurement projects of State/central Governments/any Government undertaking/subsidiary (like PUNGRAIN in Punjab State)/Food Corporation of India (FCI), etc. at no extra cost to Bank.
- m) The Bidder(s) should maintain a proper and dedicated Set-up including Sales Office, Support Office, Depot with adequate stock of POS terminals in the North-East Region so as to cater to the local area needs and achieve GOI/RBI targets. There should be sufficient manpower to cater to various operational & technical issues including grievances/complaints of POS merchants.

- n) The bidder should have a Merchant Helpdesk Support through dedicated Call Centre(s), for attending to the queries & complaints of the Merchants/Bank. Bidder shall also handle the settlement and payment related queries raised by the Merchants of the Banks.
- o) The Bidder shall facilitate Bank in establishing tie ups with Oil Marketing Companies, other organisations for receiving Fuel/Other incentive, MDR reimbursement etc.
- p) Dedicated Merchant Help Desk support through Call Centre is to be provided by the Bidder during peak business hours of 7.00 A.M. to 11.00 PM by deputing at least One (1) Customer Care Executive for every 1000 PoS terminals. Besides, the Bidder to make the IVRS services available on 24x7 basis for addressing concerns/complaints of merchants, without any extra cost to Bank.
- q) Arrangement of Network Access Connectors (NACs): Bank will not bear the cost of NAC. Ensure adequacy of Bandwidth and provision for appropriate scalability of switching services, without any extra cost to Bank
- r) Maintaining record of all successful and unsuccessful transactions logs in a secured environment and sharing the same with Bank on a daily basis. Service provider will retain the records for a period as per the specifications given by Bank from time to time.
- s) All business operations viz., data entry, statement printing, dispatch of periodical transaction statement to merchants, response to merchant enquiry will be done by the Bidder.
- t) Bidder shall provide other periodical MIS reports such as weekly, fortnightly, monthly, quarterly, half yearly and yearly reports to the Bank on the prescribed format as required by them from time to time. To quote a few examples of MIS, daily installations / de-installation done, pending installations / de-installations, problematic installations / de-installations, details of inactive/Non-transacting terminals, status of leads/documents processed for on-boarding merchants, failed transaction report, settlement reports, open and closed complaints etc.
- u) Bidder shall provide periodical MIS, Exception reports, suspicious transaction reports to the Bank, keeping liaison with the Card schemes and Card issuers for resolution of disputes.

B. The Bidder shall comply with / provide confirmation on the following:

- a) All applications/devices/service providers should invariably comply with Electronic Point of Sale Security standards such as

PCI-DSS, PA-DSS etc.

- b) Financial penalties as decided by the Bank would be imposed in case of infringement of these data security standards besides recovering the monetary loss to the Bank.
- c) Client data should be protected with strong end to end protection, logs & audit trails of all transactions shall be securely stored and confidentiality & data integrity in end-to-end flow of transactions/payment process transmitted/exchanged should be maintained.
- d) Should provide network monitoring and ensuring seamless connectivity of POS machines.
- e) All the EDC terminals should be directly connected to the Bidder's switch / third party switch on behalf of the bidder for providing Switch Services for acquiring transactions. The bidders switch / third party processor switch should be duly certified by VISA, MasterCard, RuPay & Amex and comply with all administrative formalities and documentation requirements of VISA, MasterCard, RUPAY & Amex.
- f) The bidder should provide Transaction and Merchant Monitoring reports to the Bank and should effectively manage frauds monitoring and any suspicious transactions.
- g) The Android POS terminals deployed by the bidder should be capable of providing value- added services through the terminals e.g. Mobile Recharge, Bill Payment, BBPS, E- ticketing, Cash@POS, EMI, Bharat QR on POS, UPI on POS, Android POS, NFC, accept NCMC & offline wallets etc., as and when required by the Bank **(Details in point E (i) below)**.
- h) Cost of patch and software up gradation, additional features in POS machine on account of Regulatory, statutory, Network, Security compliance shall be borne by the successful Bidder
- i) Bidder shall develop, customize and ensure periodical up-gradation of terminal application software, from time to time, as per requirement of the Bank and in compliance to the guidelines issued by the Government of India, Regulatory authorities viz. RBI, DFS, MEITY, etc. and Scheme Fees viz. VISA/MasterCard/RUPAY etc., without any extra cost to Bank.
- j) Bidder shall upgrade the terminal application as per the mandates received from time to time from the settlement agencies. i.e. VISA/MasterCard/RUPAY/AMEX etc., at no extra cost to Bank.
- k) Bidder shall ensure hosting of Merchant Management System (MMS) in its hardware in a secured environment. If it is outsourced, the security and data integrity to be ensured and

it would be the responsibility of Bidder.

- l) Bidder shall ensure Periodical certification of the hardware, software and application as is considered necessary at the cost of the bidder.
- m) Bidder shall filter the transactions through risk analysis and fraud monitoring tools in online and off line environment & shall set up of Risk parameters as per industry Standards and periodic review of the same as per Banks requirement.
- n) Bidder is required to bear entire Fraud & Risk Liability and, also to provide effective Fraud & Risk management services. Addressing of charge backs, if any arises, will be to the account of the bidder and all other issues like collection of charge slips, making representation etc shall also be managed by the bidder.
- o) Bidder shall also carry out periodical review and feedback which may help the Bank in taking a business decision.
- p) Bidder shall provide end to end reconciliation including merchant level, GL level & Scheme level transactions. Bidder is responsible for reconciliation of settlements including charge-backs, hold-over, representments, pre-arbitrations and arbitrations etc. as per laid down rules for the purpose. Bidder is responsible to intimate the merchants for the disputes received and collect the relevant documents on behalf of Bank by approaching the merchants in timely manner and any other activity/action required, without any extra cost to Bank.

C. The deliverables shall also include the following:

- a) Providing end-to-end maintenance for the Android PoS terminals including network connectivity.
- b) Generating the exceptions and taking appropriate action with the approval of the Bank.
- c) Generating and sending standard reports and other reports / MIS as defined by the Bank.
- d) Timely escalation to the Bank on exceptions

D. The merchant management activities shall include the following:

- a) Framing merchant acquiring policy, pricing and standard operational procedures
- b) Merchant sourcing
- c) Merchant Set Up and Training

- d) Merchant Authorization Processing
- e) Merchant Activity Monitoring
- f) Suspect Activity Response and Merchant Termination

E. The Bank also requires the following services to be provided by the successful Bidder

- a) Merchant Acquisition (enrolment of new merchants)
- b) The vendor to source Merchants directly through their sales team
- c) Execution of Merchant Agreement on behalf of the Bank and advising the identified branch for account opening activities
- d) Managing the Merchant Relationship to ensure business volumes are routed by the merchant through the EDC terminals deployed on behalf of the Bank.
- e) The settlement will be routed through the Bank and all support for settlement process shall be provided by the successful Bidder including Merchant payment after collecting MDR, settlement with Card Associations like payment of issuer interchange, transaction charges, GST payments, income sharing etc.
- f) Amount due to the Bank from Network Associations (VISA, MasterCard, RuPay, Amex etc) during the settlement process shall be claimed & received promptly and any delay in staging/claiming legitimate amount due to the Bank and consequent income loss including the cost of funds on account of that shall be borne by the successful Bidder and shall be compensated to the Bank.
- g) The successful bidder shall have dedicated team for attending trouble shooting calls and other Merchant queries.
- h) The bidder should provide all reports including regulatory, merchant payment advice reports, analytics reports and also reconcile all transactions for these POS machines
- i) The successful Bidder should be able to provide a range of Value added Services & in-store applications to cater to the requirements for the selected merchants. The following value added services should be readily available for deployment at selected merchant location based on demand:

- ❖ Bharat QR
- ❖ PC - PoS
- ❖ Cash @ POS

- ❖ UPI on POS
- ❖ EMI
- ❖ Amazon Pay
- ❖ NFC
- ❖ Bharat Bill Payment System (BBPS)
- ❖ Acceptance of NCMC and offline wallets
- ❖ M-Visa
- ❖ Sodexo
- ❖ Mobile/DTH top-up,
- ❖ Bill payments,
- ❖ Wallet acceptance,
- ❖ Data Analytics
- ❖ Aadhaar Enabled Payment System (AEPS) etc.

F. **CHARGES TO BE BORNE IN TERMS OF BIN:**

- **BIN Procurement/Sharing Charges:** - Presently Bank is having its own Rupay, Visa BIN. Procurement/Sharing of BIN will be mutually decided by the Bank / Bidders. Any charges for Procurement/Sharing of BIN to be shared equally between Bank & bidders.
- In case any cost involved in procurement of AMEX bin will be shared equally between Bank and selected bidder.
- The cost of Master card BIN sharing will be shared between Bank and Bidder on 50:50 ratio.
- BIN Management, Settlement, Chargeback, Interchange, File creation & Sharing to be done by the bidders.
- **Project Fee, BIN Certification, MIP Connectivity:** - Charges borne by Bidder.
- **Any network connectivity charges, simulator charges, if any, :-**to be borne by Bidder.
- **Apart from above:** - Monthly, Quarterly, Annual charges, if any, to be shared between Bank and Bidder in 50:50 ratio.

B. BID PROCESS

9. Bid Document & Cost:

- a) This document can be downloaded from Bank's website <https://www.ucobank.com/English/tenders.aspx> In that event, the bidders should pay the Application Fee of Rs.10000) for tender document by means of electronic transfer media like NEFT, details are as under:-

- ✓ Account Number-18700210000755
- ✓ Account Name – M/S H O DIT
- ✓ Branch- DD Block, Salt Lake branch
- ✓ IFSC- UCBA0001870
- ✓ MICR-700028138

Or DD drawn on any scheduled Commercial Bank for the above amount in favour of UCO Bank, through payable at Kolkata and submit the same along with "Part- A-Conformity to the Eligibility Criteria". Submission of the cost of the bid document in other than with "Part-A-Conformity with the Eligibility Criteria" is liable to be rejected on grounds of non-payment of the cost of the bid document.

- b) The Bidder shall bear all costs associated with the preparation and submission of the bid and the Bank will not be responsible for the costs, regardless the conduct or outcome of the bidding process. The Bank is not liable for any cost incurred by the bidder in replying to this RFP. It is also clarified that no binding relationship will exist between any of the respondents and the Bank until the execution of the contract.

10. Clarification to RFP and Pre-Bid Queries:

- a. The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases shall seek clarification in writing in the same serial order of that of the RFP by mentioning the relevant page number and clause number of the RFP.
- b. All communications regarding points requiring clarifications and any doubts shall be given in writing to the Assistant General Manager, UCO Bank DIT, 7th Floor, 3 & 4 DD Block, Salt Lake, Sector-1, Kolkata 700064 and e-mail at hodit.proc@ucobank.co.in by the intending bidders before 01:30 PM on 21.04.2022

- c. No oral or individual consultation shall be entertained.

11. Pre-Bid meeting:

- a. A pre-bid meeting of the intending bidders will be held as scheduled below to clarify any point/doubt raised by them in respect of this RFP:

Date	Day	Time	Venue
21.06.2022	Tuesday	01:30 P.M.	UCO Bank DIT, 7th Floor, 3&4 DD Block, Sector 1, Salt Lake Kolkata 700064

- b. No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time. In this connection, Bank will allow a maximum of 2 representatives who is having Authorization letter as per ANNEXURE-4 of this RFP from each Bidder to participate in the pre-bid meeting.
- c. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- d. Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.
- e. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders. It may, however, be noted that non-receipt of reply to the queries raised by any of the bidders shall not be accepted as a valid reason for non-submission of the bid. In addition, non-reply to any query may not be deemed as a confirmation to the effect that the version of the bidder as reflected in the query has been accepted by the Bank.

12. Amendment to Bidding Document:

- a. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.
- b. Notification of amendments will be made available on the Bank's website (www.ucobank.com) and will be binding on all bidders and no separate communication will be issued in this regard.
- c. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

13. Bid System Offer

Bid shall have the following 3 (three) parts:

- a. Part-A - Eligibility Conformity: Indicating their compliance to Eligibility Criteria. The format for submission of Conformity to Eligibility Criteria is as per APPENDIX-A.
- b. Part-B - Technical Proposal- indicating the response to the Technical, Terminal and Functional requirement specification of 'Selection of vendor to Set up, Manage, Merchant Sourcing and Operate Merchant Acquiring Business through Android POS on Capex model'. The format for submission of Technical Proposal is as per APPENDIX-B.
- c. Part-C - Commercial Bid- furnishing all relevant information as required as per Commercial Bid as per ANNEXURE-14. Details for submission of Commercial bid is as per APPENDIX-C

14. Preparation of Bids:

- a. The Bid shall be typed or written in English language shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- b. The three parts as stated above, should be placed in three separate envelope superscribed with 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid' and properly closed and sealed. Thereafter, all the envelopes shall be placed inside another envelope and properly closed

and sealed. The final envelope should be superscribed as "Request for Proposal (RFP) For Set up, Manage and Operate Merchant Acquiring Business through Android PoS on Capex Model in response to RFP reference no.-_____

Date: _____" (includes separately sealed 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') on the top of the envelope.

- c. All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Bids with erasing / overwriting / cutting without authentication will be liable for rejection. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.
- d. All the envelopes shall bear the name and complete postal address of the bidder as well as the addressee, namely the Assistant General Manager, UCO Bank, DIT, 7th Floor, DD 3&4, Sector 1, Salt Lake, Kolkata 700064.

Part A-Conformity to Eligibility Criteria:

- a. Before submitting the bid, the bidders should ensure that they confirm the eligibility criteria as stated in clause-5 of RFP. Only after satisfying themselves of the eligibility, the Offer should be submitted.
- b. The Conformity to Eligibility Criteria as per ANNEXURE-2 among others, must contain Electronic payment /Demand Draft towards the cost of the Bid document as stated in the paragraph 9.1 above and EMD/ Bank Guarantee in lieu of EMD as per APPENDIX-E of Instructions of this document. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per APPENDIX-A.
- c. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "PROPOSAL-PART-A for Selection of vendor to Set up, Manage and Operate Merchant Acquiring Business through Android POS on Capex model with revenue sharing".

Part B-Technical Proposal:

- a. Technical Proposal should be submitted following the instruction contained in APPENDIX-B. Relevant technical details and documentation should be provided along with Technical Proposal.
- b. The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- c. If the offer of the Bidder is different from the requirement/scope furnished in the RFP, the bidder has to substantiate the same in detail, the reason for such deviations. The Bank shall not allow / permit changes in the technical specifications once it is submitted.
- d. The Technical Proposal is to be sealed in a separate Envelope superscribed on the top of the cover as "PROPOSAL PART-B for Selection of vendor to Set up, Manage and Operate Merchant Acquiring Business through Android POS on Capex model with revenue sharing".
- e. The Technical Proposal should be complete in all respects and contain all information sought for, as per APPENDIX-B. Masked Commercial Bid must be attached in Technical Offer and should not contain any price information. The Part B-Technical Proposal should be complete and should cover all products and services.

Part C- Commercial Bid:

- a. The Commercial Bid is to be sealed in a separate sealed envelope superscribed on the top of the cover as "Commercial Bid PART-C for Selection of vendor to Set up, Manage and Operate Merchant Acquiring Business through Android POS on Capex model with Revenue Sharing".
- b. Commercial Bid shall be submitted as per Commercial Bid and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per ANNEXURE-14. Any deviations from the Commercial bid / non-submission of prices as per the format shall make the bid liable for rejection.
- c. Under no circumstances the Commercial Bid should be kept in Part-A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) Covers. The placement of

Commercial Bid in Part A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) covers, will make bid liable for rejection.

- d. The Commercial Bid must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, except that the Technical Proposal should not contain any price information (with Prices masked). Technical Proposal without masked Commercial Bids will be liable for rejection. Any change in the Commercial Bid format may render the bid liable for rejection.
- e. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- f. Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.
- g. The Bidder should indicate the taxes, to be paid by the Bank.

15. Earnest Money Deposit (EMD)/Bank Guarantee(BG) In Lieu Of EMD:

- a. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of Rs. 20,00,000/- (Rupees Twenty lacs Only) by way of Demand Draft drawn on any scheduled bank in favour of UCO Bank, payable at Kolkata and the same should be kept along with the Part-A - Conformity to Eligibility Criteria.
- b. In Case the EMD is submitted in the form of Bank Guarantee from any of the Scheduled Commercial Banks (other than UCO Bank), the same should be valid for the minimum period of 6 months with a claim period of 3 months.
- c. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of UCO Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of EMD in the form of Bank Guarantee is as per Appendix-E. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable

through SFMS will be summarily rejected.

- d. In Case the EMD is submitted in the form of Bank Guarantee the same should be valid for the minimum period of 6 months with a claim period of 3 months. The format for submission of EMD in the form of Bank Guarantee is as per APPENDIX-E.
- e. Submission of EMD in other than Part A - Conformity to Eligibility Criteria Envelope, is liable to be rejected on grounds of non-submission of EMD.
- f. The EMD of the Bidders not qualified under Technical Proposal will be returned within 15 days after opening the commercial bid of the technically qualified bidders. The EMD of other bidders will be returned upon the successful Bidder accepting the order and furnishing the performance guarantee.

The EMD may be forfeited/ Bank Guarantee may be invoked.

If the bidder withdraws or amends the bid during the period of bid validity specified in this document.

- g. If the successful Bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

16. Documentation:

Technical information in the form of Brochures / Manuals / CD etc. must be submitted in support of the Technical Offer made.

17. Costs & Currency:

The Offer must be made in Rupee only as per Commercial Bid (ANNEXURE-13).

18. Erasures or Alterations:

The Offers containing erasures or alterations or not be considered. There should be no hand-written material, corrections, alterations or overwriting in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Bank may treat such Offers as not adhering to the tender guidelines and as unacceptable.

19. Assumptions/Presumptions/Modifications:

The Bank would like to expressly state that any assumption, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the bidder in writing. The bidder at a later date cannot make any plea of having specified any assumption, modifications, terms, conditions, deviation etc in the bidder's response to this RFP. No offer can be modified or withdrawn by the bidder after submission of Bid/s.

20. Submission of Bids:

- The Name and address of the Bidder, RFP No. and Due Date of the RFP are to be specifically mentioned on the Top of the envelope containing Bid.
- The bid/s properly super scribed in the manner prescribed in earlier clauses of this RFP should be deposited in the Tender Box at the Place, Venue, Date and Time as mentioned below:

Last Date of submission of Bid	Day	Venue
12/07/2022	Tuesday	UCO BANK, Head Office-2, Department of Information Technology, 5th Floor, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700064

- If the last day of submission of bids is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.
- Bids sent through post/courier will not be accepted/evaluated. No offer will be accepted directly.
- If envelopes containing bid documents, including the outer envelope is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's

misplacement or premature opening.

- e. The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents.

First Official	Alternate Official
Senior Manager, Nirmal	Chief Manager, Vivek Mishra
UCO Bank	UCO Bank
UCO Bank, Head Office-II 3&4, DD Block, Salt Lake, Sector-1 Kolkata 700064	UCO Bank, Head Office POS Cell, DIT, BPR & BTD (3rd Floor), 10 BTM Sarani, Kolkata 700001, West Bengal.
Tel – 033 – 44559770	Tel – 033 – 44559324

- f. In case bid documents are too bulky to be placed inside the tender box, arrangements will be made by the above mentioned officials to receive the tender. However, bidder should reach the venue before the date and time stipulated above.

21. Bid Opening:

- a. The Part A- Conformity to Eligibility Criteria shall be opened in the presence of the Bidder's representative/s who may choose to attend the bid opening as per following schedule.

Date	Day	Venue
12/07/2022 @ 4:30 PM	Tuesday	UCO BANK, Head Office-2, Department of Information Technology, 5th Floor, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata- 700064.

- b. Bidder's representative may be present in the place and venue well in time along with an authorization letter in hand for each bid opening under this RFP, as per the format (ANNEXURE-4) enclosed.

Note: Authorisation letter should be carried in person and shall not be placed inside any of the bid covers.

- a. Attendance of all the representatives of the bidders who

are present at bid opening will be taken in a register against Name, Name of the Company and with full signature.

- b. The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or declared as a holiday then the bid will be accepted up to 04.00 PM on the next working day and bids will be opened at 04:30 PM at the same venue on the same day.
- c. The following details will be announced at the time of bid opening.
- d. Bidders name
- e. Presence or absence of cost of the bidding document and Bid security (In case of Technical bid opening)
- f. Such other details as the Bank at its discretion may consider appropriate.
- g. If any of the bidders or all bidders who submitted the tender are not present during the specified date, time and venue of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the Part A - Conformity to Eligibility Criteria in their absence.
- h. The Part A- Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on the eligibility criteria stipulated. The Part B-Technical Proposal of only those bidders who qualified in Part A- Conformity to Eligibility Criteria will be opened with due communication by the bank.
- i. The Commercial Bid of only those bidders who qualify in Part B- Technical Proposal will be reckoned for opening.

C.SELECTION OF BIDDER

22. Preliminary Scrutiny:

- a. The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, whether items are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.
- b. Prior to detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding document. Responsiveness means that the bid conforms to all terms and conditions of the Eligibility Criteria and bidding

document is submitted without any material deviations.

23. Clarification of Offers:

- a. During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to the bank and submit the relevant proof/supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.
- b. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

24. Bidders Presentation /Site Visits / Service Demonstration/POC

- a. The Bank reserves the right to call for a Presentation/Site Visits/Product Demonstration/POC on the features and functionalities from those Bidders who have qualified in Part A-Conformity to Eligibility Criteria.
- b. Bidders are further required to be in preparedness to demonstrate the proposed solution by arranging for product walk-through at their own installations/principals/ R&D labs duly meeting the specific requirements/issues raised by the Bank. The Bank may at its discretion, as a part of the technical evaluation may request either all bidders or any of them to arrange for the live demonstration of their product more than once if felt necessary before commercial evaluation.
- c. The Bank at its discretion may call for providing of Proof of Concept (PoC) of proposed solution at the site mutually agreed.
- d. Bidders should arrange for visits to the reference sites wherein the product is successfully implemented by them. The bidder shall take necessary permission from the site owner and demonstrate the features and performance to the Bank at their own cost. The Bank may require onsite reference visit or a Telephonic conversation with the concerned.

- e. All expenses incurred in connection with the above shall be borne by the bidder. However, Bank will bear the travelling, boarding and lodging expenses related to its own personnel and its Consultants, if any.
- f. Setting of evaluation criteria for product demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.

25. Normalization of Bids:

- a. The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted 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 request all the technically shortlisted bidders to re-submit the technical and Commercial Bids once again for scrutiny. The resubmissions can be requested by the Bank in the following manner;
- b. Incremental bid submission in part of the requested clarification by the Bank.
OR
Revised submissions of the entire bid in the whole.
- c. The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted 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.
- d. The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

26. Evaluation of Bid:

- a. The Bank will evaluate the bid submitted by the bidders under this RFP. The Part-A Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on Clause-5 of RFP. The Part B-Technical Proposal of only

those bidders who qualified in Part A- Conformity to Eligibility Criteria, will be opened with due communication by the Bank. The Commercial Bid of only those bidders who qualified in Part B- Technical Proposal will be reckoned for opening.

- b. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.
- c. The Bank will evaluate the bid submitted by the bidders under this RFP. The Technical Proposal submitted by the bidder will be evaluated based on technical specification and the documents stipulated in Technical Proposal. The Commercial Bid of only those bidders who qualified in Technical Proposal will be reckoned for evaluation purpose.
- d. The Bid will be evaluated by a Committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.
- e. On completion of evaluation process of commercial bids and based on any other clarification submitted by the Vendor in response to the Bank's query, the contract will be awarded to L1 Bidder (solely on commercial basis).
- f. The Vendors in their own interest should quote most competitive rates and the Bank reserves the right to reject the L1 bid, if it finds the same as unreasonable. If for any reason the work / service order given to the L1 Bidder does not get executed or the L1 Bidder backs out, re-tendering shall be done.

27. Short-Listing of Bidders:

The Bank will prepare a list of technically qualified bidders on the basis of evaluation of 'Part-B-Technical bid' and will be informed to the shortlisted bidders accordingly.

28. Correction of Error in Commercial Bid

Bank reserves the right to correct any arithmetical errors furnished in the Commercial Bid. If any such errors are noticed, it will be rectified on the following basis:

- a. Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not

constitute a material deviation.

- b. If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.
- c. If the bidder does not accept the correction of errors, the bid will be rejected.

29. Determination of L1 Price:

- a. L1 Price will be determined after giving effect to arithmetical correction, if any.
- b. On completion of evaluation process of commercial bids and based on any other clarification submitted by the Bidder in response to the Bank's query, the contract will be awarded to the L1 Bidder as stated above in 26(e).
- c. The Bank does not bind itself to accept the Highest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
- d. The bank reserves the right to re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.
- e. The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part. The bank reserves the right to release part order or more than one order.

30. Bid Validity Period:

The offer submitted & the prices quoted therein shall be valid for 1 year from the date of opening of commercial bid. Bid valid for any shorter period shall be rejected by the Bank.

However, the Bank will place the order in phases. The Bank reserves the right to place the repeat order for upto another 25% of total order quantity (i.e. 7500). After this, Bank may place order for further quantity , if any on mutually agreed terms.

31. Proposal Ownership:

- a. The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank.
- b. As the Bidder's proposal is central to the evaluation and selection process, it is important that, the bidder carefully prepares the proposal as per the prescribed format only. Under no circumstance, the format can be changed, altered or modified. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/Annexures to this RFP shall form integral part of the RFP.

32. Project Ownership:

- a. If the bidder is engaging any third party in executing the project, details there of shall be furnished. The bidder shall detail the responsibilities of such third parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership, which are relevant to this RFP.
- b. Ownership letter by the bidder to be submitted (Under taking letter by the bidder taking the ownership of the project execution in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership)

33. Acceptance of Offer:

- a. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- b. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- c. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the highest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The

bank reserves the right to re-tender the RFP with or without modification.

- d. The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

34. Right to Alter Scope:

In the event of changes in the regulatory guidelines, bank reserves the right to change/ alter the quantities /locations for implementing the services by adding /deleting/substituting devices /locations etc. from the one specified in the tender at the same rate arrived at on the same Terms & Conditions of this Tender.

35. Award of Contract:

- a. The bidder/s whose Commercial bids is/are accepted by the bank will be referred to as the successful Bidder/s and Bank will notify the name of the successful Bidder/s by display in the Notice Board of the Bank/Banks website.
- b. The contract shall be awarded and the order shall be placed on selected Bidders.
- c. The successful Bidder/s shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the successful Bidder/s shall be the date of acceptance of the order by the bidder.
- d. Bank reserves its right to consider at its sole discretion the late acceptance of the order by successful Bidder/s.

36. Project Team:

- a. The Project team assigned should have experience in end-to-end set up, manage & operate Merchant Acquiring business through POS operations.
- b. The selected Bidder/s shall nominate a Project Manager, who shall be having at least three years' experience in the Information Technology field, out of which he/she should have minimum one year experience in the related Projects.
- c. The selected bidder/s shall ensure adequate resource on all RTGS working days for addressing the complaints / issues

escalated by branches on behalf of the Customers as well as Complaints lodged by Customers online in Customer grievance portal of the Bank.

- d. The selected Bidder/s should ensure that the members of Project team are actively involved in the conduct of the project throughout the period of the contract. All members proposed by the Bidder/s should be permanent employees on the rolls of the bidding organization. No part of the engagement shall be outsourced by the selected Bidder/s to any third party vendor.
- e. 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 Bidder/s can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise. However, the Bank reserves the right to insist the selected Bidder/store place any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment.

***** Note:**

"The bidder should ensure payment of minimum wages to their employees who are engaged in Bank's establishment / PoS sites in consonance with the rules prescribed by Central Govt. from time to time. The duty hour of the employee should also be in conformity with the Central Govt. minimum wages act. A declaration to this effect has to be submitted by the bidder while responding to this RFP. The bidder must ensure the payment of PF & other statutory benefits to the employees employed by them. Bank reserves the rights to inspect salary slip & payment certificates of the employees engaged at any point of time."

37. Project Plan:

- a. The Bank shall place order to the selected Bidder/s for "Service provider for set up, manage & operate Merchant Acquiring business through Android POS on Capex model with revenue sharing". The selected Bidder/s shall depute its officials at Transaction Banking Division Head Office, Kolkata within 7 days from the date of acceptance of the Order and to arrange for the kick off meeting. During the said meeting the selected Bidder has to give a brief technical overview / presentation regarding the technical methodology being adopted by them and submit a detailed PERT chart with core team members list.
- b. The project plan should indicate the milestones and time frame of completion of the different activities of the project. The selected Bidder/s is required to give details of the

project management methodology, monitoring standards and methodology along with the quantum of resources to be deployed for the project, qualifications, experience of personnel deployed, team members list, etc.

38. Deliverables:

- a. 7500 Android POS terminals
- b. Any licenses, if required for the offered solution, need to be provided by the successful Bidder at no extra cost to the Bank. The successful Bidder/s is solely responsible for any legal obligation related to licenses for solution proposed as implemented by the Bidder/s.
- c. In case the Bidder/s is coming with software which is not his propriety software, then the Bidder/s must submit evidence in the form of agreement he has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank.
- d. Bidder/s should ensure the latest software and hardware for the solution with capability to take the present and future load with better efficiency and uptime of 99.5%.
- e. The Bank will consider the inability of the Bidder to carry out the Solution within the specified time limit. The breach of contract would entail the payment of Liquidation Damages on the part of the Bidder.

D.TERMS AND STIPULATIONS.

39. Effective Date:

The effective date shall be date of acceptance of the order by the successful Bidder/s. However, the successful bidder/s shall submit the acceptance of the order within seven days from the date of receipt of order. The Bank reserves the right to consider the late acceptance of the order, if any, at its discretion.

40. Project Execution:

The Bank and the successful Bidder/s shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project at Kolkata. However, for escalation purpose, details of other persons shall also be given.

41. Security Deposit / Performance Bank Guarantee:

- a. The successful bidder should submit a Security Deposit / Performance Guarantee for amount equal to 3% of TCO within 15 days from the date of acceptance of the Purchase Order.
- b. In Case the EMD is submitted in the form of Bank Guarantee from any of the Scheduled Commercial Banks (other than UCO Bank), the same should be valid for the minimum period of 6 months with a claim period of 3 months.
- c. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of UCO Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of EMD in the form of Bank Guarantee is as per Appendix-E. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.
- d. If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.5% of Guarantee value plus GST for each completed calendar week of delay or part thereof will be deducted from the payment or from any other payments for the delay in submission of Security Deposit/Bank Guarantee. The total penalty under this clause shall be restricted to 5% of Rs Guarantee value plus GST.
- e. Security Deposit should be submitted by way of DD drawn on UCO Bank payable at Kolkata/Bank Guarantee may be obtained from any of the scheduled Banks (other than UCO Bank). However, it should be as per the Appendix - D
- f. Security Deposit/Performance Bank Guarantee should be valid for 3 years from the date of acceptance of order and shall be retained till the completion of contract period. The guarantee should also contain a claim period of three months from the last date of validity.
- g. The successful Bidder/s shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of non completion of the project.
- h. The security deposit / bank guarantee will be returned to the bidder on completion of the contract period.
- i. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the successful Bidder/s fails to complete his obligations under the contract. The Bank shall notify the successful Bidder/s in writing before invoking the Bank

guarantee.

42. Country of Origin / Eligibility of Goods & Services:

- i. All equipment's and components thereof to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.
- ii. For purposes of this clause, "origin" means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related product is supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

43. Services:

- i. All professional services necessary to successfully implement the proposed 'product/solution/services' will be part of the RFP/contract.

These services include, but are not limited to, Project Management, Training, Deployment methodologies etc.
- ii. The Bidder should also submit as part of technical Bid an overview of Project Management approach of the proposed product.
- iii. Bidder should ensure that vendor's key personnel with relevant skill-sets are available to the Bank.
- iv. Bidder should ensure that the quality of methodologies for delivering the products and services, adhere to quality standards/timelines stipulated therefor.
- v. Bidder shall be willing to transfer skills to relevant personnel from the Bank, by means of training and documentation.
- vi. Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS) as and when released by the Vendor/ OEM or as per requirements of the BANK. Bidder should bring to notice of the Bank all releases/ version changes.
- vii. Bidder shall obtain a written permission from the BANK before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the OS/firmware/Middleware etc in case the BANK chooses not to upgrade to latest version.
- viii. Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire contract period.
- ix. All product updates, upgrades & patches shall be provided by the Bidder/ Vendor free of cost during warranty and AMC/ ATS/ S&S period.
- x. Bidder shall provide legally valid firmware/software solution. The detailed

information on license count and type of license should also be provided to the BANK.

- xi. The ownership of the software/firmware license and the hardware shall be that of the BANK from the date of delivery of the same to the Bank. In other words, wherever the ownership of the licenses/hardware is indicated, the name "BANK" must appear to indicate that the BANK/Bank is the perpetual owner of the customized hardware/operating software/firmware, etc. associated with the hardware. Evidence in this regard must be submitted before the payment is released.
- xii. The Bidder shall keep the BANK explicitly informed the end of support dates on related products/hardware/firmware and should ensure support during warranty and AMC/ATS/S&S.

44. Warranty and Annual Maintenance Contract:

- i. The selected Bidder shall support the product and its associated items/components including OS/firmware during the period of warranty (1 year) and AMC (2 years extendable upto 4 years) as specified in Scope of work in this RFP from the date of acceptance of the product by BANK.
- ii. During the warranty, the Bidder will have to undertake support of the entire product (hardware/components/ operating software/firmware) supplied by the Bidder at no additional cost to the Bank. During the support period, the Bidder shall support the product (hardware/ software, etc.) to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, compliance of security requirements and transport charges from the service centre of the terminal vendor to the TSPs' designated locations, in connection with the repair/ replacement of the product (hardware/ equipment/ components/ software or any component/ part thereunder), which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.
- iii. During the support period (warranty), the vendor shall ensure that services of professionally qualified personnel are available for providing comprehensive maintenance of the product and its components at its service/repair centre. Comprehensive maintenance shall include, among other things, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash /malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. In case of failure of product (hardware, system software or any of its components), the Bidder shall ensure that product is made operational to the full satisfaction of the Bank/Bank within the given timelines. The Bidder shall provide services of an expert engineer at WTC Office or at other locations whenever required.
- iv. Onsite comprehensive warranty for the solution would include free replacement of spares, parts, kits, resolution of problem, if any, in solution.

- v. Warranty/ AMC (if opted) for the system software/ off-the shelf software will be provided to the BANK as per the general conditions of sale of such software.
- vi. Support (Warranty/ AMC, if opted) would be on-site and comprehensive in nature and must have back to back support from the OEM. Undertaking on the lines of Annexure-H of this RFP document is required to be submitted by the vendor, duly endorsed by the OEM that in case vendor fails to provide services then OEM shall provide the same at no extra cost, to the satisfaction of the BANK. The vendor will warrant products against defect arising out of faulty design, materials, etc. during the specified support period. The vendor will provide support for operating systems and other pre-installed software components/system software during the specified period of the hardware on which these software and operating system will be installed. The vendor shall repair or replace worn out or defective parts including all plastic parts of the equipments at his own cost including the cost of transport.
- vii. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
 - a. Diagnostics for identification of systems failures
 - b. Protection of data/ Configuration
 - c. Recovery/ restart facility
 - d. Backup of system software/ Configuration
- viii. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the BANK.
- ix. The Bidder shall be agreeable for offsite support during peak weeks (last and first week of each month and festival seasons) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the BANK for such needs, if any, during the support period.
- x. Bidder support staff should be well trained to effectively handle queries raised by the customers/employees of the BANK.
- xi. Updated escalation matrix shall be made available to the BANK once in each quarter and each time the matrix gets changed.

45. Purchase Price:

- i. Total cost of product/solution (hardware equipment/ components/ software) with support (warranty and AMC), service charge for repairs would be the Total Cost of Ownership (TCO) and has to be quoted in commercial Bid.
- ii. Bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial Bid over the validity period defined in this RFP.

- iii. The order will be placed for total Cost of “hardware, software/firmware/services/warranty and AMC/ATS/S&S. BANK may also issue a separate order for AMC after expiry of the warranty period.
- iv. The applicable TDS will be deducted at the time of payment of invoices.
- v. Terms of payment are given in Part-II of this RFP document.
- vi. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.
- vii. The Bidder will pass on to the BANK, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- viii. The BANK reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software.

46. Inspection and Quality Control Tests:

- i. The BANK reserves the right to carry out pre-shipment factory / godown inspection by a team of BANK officials or demand a demonstration of the product on a representative model at Bidder's place.
- ii. The Inspection and Quality Control tests before evaluation, prior to shipment of goods and at the time of final acceptance would be as follows:
 - a) Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation tests at full load, facilities etc., as per the standards / specifications and may be done at factory site of the supplier before dispatch of goods, by the BANKBANK's Consultants / Testing Agency.
 - b) The Vendor shall intimate the BANK before dispatching the goods to various locations/offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the supplier;
 - c) Provided that the BANK may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the BANK meriting waiver of such inspection of goods.
 - d) In the event of the product failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.
 - e) The inspection and quality control tests may also be conducted at the

point of delivery and / or at the Goods' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the BANK. In case of failure by the vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental expenses of the UCO Bank's representatives to be borne by the vendor.

f) Nothing stated herein above shall in any way release the supplier from any warranty or other obligations under this Contract.

iii. The BANK's right to inspect, test and where necessary reject the products after the products arrival at the destination shall in no way be limited or waived by reason of the products having previously being inspected, tested and passed by the UCO Bank or its representative prior to the products shipment from the place of origin by the UCO Bank or its representative prior to the installation and commissioning.

iv. Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.

47. Vendor's obligations:

i. The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

ii. The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The BANK would only provide necessary letters for enabling procurement of the same.

iii. The Vendor is obliged to work closely with the BANK/Bank's staff, act within its own authority and abide by directives issued by the BANK/Bank from time to time and complete implementation activities.

iv. The Vendor will abide by the job safety measures prevalent in India and will free the BANK from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the BANK responsible or obligated.

v. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.

vi. Vendor shall provide necessary training from the OEM to the designated BANK/BANK officials and / or its partners officials on the configuration, operation/ functionalities, maintenance, support & administration for software/ hardware and components, installation, troubleshooting processes of the proposed solution.

vii. The Vendor shall treat as confidential all data and information about BANK/BANK, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the BANK/ Bank as explained under 'Non-Disclosure Agreement' in Annexure N of this document.

48. Technical Documentation:

i. The Vendor shall deliver the following documents to the BANK/Bank for every firmware/software including third party software before Terminal /Hardware/software/service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, System/database administrative documents, debugging /diagnostics documents, test procedures etc.

ii. The vendor shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable.

iii. The Vendor should also provide the MIS reports as per requirements of the BANK. Any level/ version changes and/or clarification or corrections or modifications in the above mentioned documentation should be supplied by the Vendor to the Bank, free of cost in timely manner. The vendor shall develop customized documentation as per Bank's requirement, if desired by the Bank.

49. Execution of Agreement:

- a. Within 21 days from the date of acceptance of the Order, the successful Bidder/s shall sign as tamped "Contract Agreement" with the Bank at the time, place and in the format provided by the Bank. Failure to execute the Contract Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the successful Bidder/s.
- b. The Contract Agreement shall include all terms, conditions and specifications of RFP and also the Commercial Bid and Price, as agreed finally after Bid evaluation and negotiation if necessary. The Contract shall be executed in English language in one original, the Bank receiving the duly signed Original and the successful Bidder/s receiving the photo copy. The contract shall be valid till all contractual obligations are fulfilled.
- c. Bank reserves the right to select the next ranked Bidder, if the selected Bidder not accepting the LOI/Purchase Order or withdraws his proposal after selection or at the time of finalization of the contract or disqualified on detection of

wrong or misleading information in the offer.

- d. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

50. Service Level Support Response Time & Penalties:

Area Type	Support Response Time (Repair/Replacement of Equipment Response)	Support Response Time Installation / De-installation of PoS
Metro	24 Hours	3 Days
Urban	48 Hours	5 Days
Semi Urban	72 Hours	7 Days
Rural	72 Hours	7 Days

For each of the downtime, there should be a base data, which captures the date and time of non-availability (the start date and time (Timestamp of complaint lodgment) and also end date and time (Timestamp of call closure) for each non- available reason). Reports should be generated automatically from the data based on scheduled tool provided by the Bidder/s. In cases of disputes on uptime, Bank's decision will be final.

The penalty for downtime will be calculated @ Rs. 30 per hour per MC of downtime.

51. Penalty:

- a. Penalty for Service level: The penalty for the downtime will be calculated at Rs.30/- per hour subject to a maximum of Rs.500/-per month per terminal as Liquidated Damages/Penalty for downtime based on the downtime report submitted by the bidder on monthly basis.
- b. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Orders. Levying Liquidated damages is without prejudice to the Bank's right to levy any other penalty where provided for under in the contract.
- c. AllthePenalty/LDs are independent of each other and are applicable separately and concurrently.
- d. Penalty/LD is not applicable for there as on 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.

- e. If the delay is attributable to the Bank, or Force Majeure, or any other circumstances beyond the control of the Bidder then the Bank will extend the period of contract to the extent of delay without charging any Liquidated Damage.

52. Pricing & Payments:

The revenue share offered to the Bank must be as a percentage of the Net revenue earned (MDR+ charges for VAS + surcharge if any+ Any other revenue for POS machines – interchange – Network charges) exclusive of applicable GST & other taxes.

53. Payment Terms:

- i. The Bidder must accept the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- ii. The payments will be released/accepted only through NEFT / RGTS and the Successful Bidder/s has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.
- iii. The payment will be released after deducting applicable GST & TDS.

Sl.	Item/Head	Payment terms
1	Terminal Cost	80% after delivery 20% after terminal installation & one week of satisfactory running of POS terminal
2	AMC Cost*	Quarterly in arrear basis

AMC will be applicable after completion of one year warranty period. Warranty period will be applicable from date of installation & operationalization of POS terminal.

54. Order Cancellation:

The Bank reserves its right to cancel/terminate the Order/Agreement in the event of occurrence of one or more of the following circumstances, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- a) The selected Bidder/Vendor commits a breach of any of the terms and conditions of the Letter of Intent/Purchase Order/Agreement;
- b) The selected Bidder/Vendor violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.,;
- c) Serious discrepancy in the quality of service of selected Bidder/Vendor expected during the implementation, rollout and subsequent maintenance process;
- d) The selected Bidder/Vendor goes into liquidation voluntarily or otherwise;
- e) An attachment is levied or continues to be levied upon the selected Bidder/Vendor for a continuous period of 7 days upon the effects of the order;
- f) The progress regarding execution of the order by the selected Bidder/Vendor is found to be unsatisfactory;
- g) Non-compliance by the selected Bidder/Vendor of the scope of the job;
- h) Repetitive failure of the deployed personnel of the selected Bidder/Vendor to perform the job to the satisfaction of the Bank;
- i) The selected Bidder/Vendor fails to complete the assignment as per the timelines prescribed in the Work Order/ said Agreement/Contract and the extension, if any allowed.
- j) On the events of data piracy/privacy/system failures/security failures by the selected Bidder/Vendor;
- k) If deductions on account of liquidated damages exceed more than 10% of the total order price.

In case of cancellation/termination of Order/Agreement due to the above stated situations, the following consequences will entail:

- i. In case the selected Bidder/Vendor fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverables from alternate sources at the risk, cost and responsibility of the selected Bidder/Vendor with the capping of 125% of the original quoted cost for such deliverable.

ii. If the selected Bidder/Vendor does not perform satisfactorily or delays in execution of contract, UCO Bank reserves the right to get the balance order executed by another party of its choice, in this event the selected Bidder/Vendor is bound to make good with the capping of 125% of the original quoted cost for such deliverable, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.

iii. UCO Bank reserves the right to recover any dues payable by the selected Bidder/Vendor under the contract from any amount outstanding to the credit of the selected Bidder/Vendor, including the bills and /or invoking the Performance Bank Guarantee under this Agreement.

iv. In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the selected Bidder/Vendor for implementation of project, would necessarily have to be returned to the Bank. If the selected Bidder/Vendor fails to return such payment within thirty (30) days, then the selected Bidder/Vendor have to return the amount to the Bank with interest @ 15% per annum, further the selected Bidder/Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.

v. The selected Bidder/Vendor shall be liable under this section if the contract/purchase order has been cancelled in case the sum total of penalties and deliverables exceeds 10% of the TCO.

In case of order cancellation/termination, Bank will notify the selected Bidder/Vendor within Ninety (90) days' notice period inclusive of Thirty (30) days cure period before cancellation/termination of the Order/Agreement. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of cure period of Thirty (30) days, if the selected Bidder/Vendor fails to cure within Thirty (30) days time the notice for cancellation will become absolute. For the sake of clarity, the period of 90 (Ninety) days will begin from the date of receipt of termination/cancellation notice in accordance with Clause no. 56 of this Agreement. Any other mode of communicating the termination/cancellation of the Agreement will be deemed to be invalid. The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the law(s) for the time being in force.

55. EXIT OPTION AND CONTRACT RE-NEGOTIATION:

The Bank reserves the right to cancel the said Agreement/Contract in the event of happening one or more of the following conditions:

- a) Failure of the selected bidder/Vendor to accept the Letter of Intent/Purchase Order and/or failure to furnish the Performance Bank Guarantee within a period of fifteen (15) days of receipt of Letter of Intent/Purchase Order;
- b) Delay in commissioning the Project beyond the specified period;
- c) Delay in completion of the commissioning/implementation and acceptance tests/ checks beyond the specified periods;

Bank will notify the selected bidder/Vendor with Ninety (90) days notice inclusive of a cure period of thirty (30) days before cancellation/termination. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of a cure period of thirty (30) days, if the Vendor fails to cure within thirty (30) days' time, then the notice for cancellation will become absolute. For the sake of clarity, the period of Ninety (90) days will begin from the date of receipt of termination/cancellation notice in accordance with Clause no. 56 of this Agreement. Any other mode of communicating termination/cancellation of the Agreement will be deemed to be invalid.

In addition to the cancellation of Purchase Order/said Agreement/Contract, the Bank reserves the right to appropriate the damages through invocation of Performance Bank Guarantee furnished by the selected bidder/Vendor.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Vendor will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of six (6) to twelve (12) months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the Vendor shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Vendor to the Bank or its designate to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

The reverse transition period may or may not be within the contract period. In case the reverse transition period falls within the contract period, all the terms & conditions, scope of work mentioned in the contract will hold good along with smooth handover and transitioning of Bank's deliverables to the Bank or its designates/nominees and no extra payment shall be paid by the Bank for such reverse transition.

However, if the reverse transition mechanism to be adopted after the expiry of the contract period, the Bank and the Vendor shall together prepare the Reverse Transition Plan for smooth handover and transitioning of Bank's deliverables to the Bank or its designates/nominees including maintenance and facility management. Though in such case the Bank shall have the sole authority to ascertain whether such Plan has been complied with, but the payment for such reverse transition would be determined on pro rata basis or on mutual consent of the Parties.

56. 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.

57. TERMINATION FOR CONVENIENCE:

The Bank, by a written notice for a period of ninety (90) days (both in words and figures) sent to the selected Bidder/Vendor, may terminate the said Agreement/Contract, in whole or in part, at any time at its convenience. The notice of termination shall specify that the termination is for Bank's convenience, the extent to which the performance of work under the said Agreement/Contract is terminated and the date upon which such termination becomes effective.

58. Compliance with Applicable Laws of India:

The Vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank **about all laws in force or as are or as made applicable in future**, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this **Contract** and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may Occurs or arise for any default or

failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

All the employees/operator deployed by the Vendor for the digitization activity must comply with government's rules and regulations like Minimum Wages Act, Provident Fund, Labour Law, ESIC facility standard, CVC / RBI guidelines.

This indemnification is only a remedy for the Bank. The Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The Vendor confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000 as amended from time to time or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligation's towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligation's arising therefrom.

The Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel/ representatives(agents from and against all claims or demands of liability and all consequences that may

Occurs or arise for any default or failure on its part to conform or comply with the above and all other statutory obligation's arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Vendor.

The Vendor shall also provide a certificate from Statutory Auditor or Cost Auditor of the Company or from practicing Cost Accountant giving the percentage local contents as defined in PPP order issued by GOI from time to time and applicable for the said procurement/project

- i. **LIMITATION OF LIABILITY:** For breach of any obligation mentioned in this document, subject to point no. (iii), in no event the Vendor shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total project cost/contract value.
- ii. The **selected Bidder/Vendor** will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of **the loss caused to the Bank.**
- iii. The limitations set forth in point no. (i) shall not apply with respect to:
 - a) claims that are the subject of indemnification pursuant to violation of Intellectual Property Rights and Ownership.
 - b) **damages occasioned by the gross negligence or wilful misconduct of selected Bidder/Vendor.**
 - c) damages occasioned by the **selected Bidder/Vendor** for breach of confidentiality obligations.
 - d) Regulatory or statutory **penalty** imposed by the Government or **any** Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the **Project.**
- iv) **The selected Bidder/Vendor will not be liable for any loss of profits, revenue, contracts or anticipated savings or and consequential or indirect loss or damages however caused.**

"Gross Negligence" means an indifference to, and/or a blatant violation of a legal

duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.

“Wilful Misconduct” means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

59. Training:

The Successful Bidder shall provide the training to the Merchants & bank's personnel.

60. Project Timelines

The timelines of implementation of the project shall be submitted along with the tender submission in the following format.

A).BIN Certification timelines

Stage	Activity	#Weeks Required for the activity	Cumulative Project duration (weeks)	Total Time period for completion of the Project
1	Submission of detailed Project Plan	2	2	Within 2 weeks of acceptance of purchase order to the Bidder /execution of SLA, whichever is earlier.
2	Completion of Certification Process	8	10	Within 10 weeks of acceptance of purchase order to the Bidder/ execution of SLA, whichever is earlier.
3	Completion of UAT and submission of test reports	4	14	Within 14 weeks of acceptance of purchase order to the Bidder /execution of SLA, whichever is earlier.

4	Terminal Deployment at identified Merchant Sites	2	16	Within 16 weeks of acceptance of Purchase order to the Bidder/ execution of SLA, whichever is earlier.
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The solution should be ready for deployment within 14 weeks from the date of acceptance of the purchase order to the bidder/s.

B). Terminal delivery timelines:-- Terminals to be delivered within 4 weeks of placing order & to be installed within 1 week of delivery.

61. Terms & Conditions:

1. 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 respondents, such responses may be disqualified and may not be considered for the selection process.

2. Period of Contract

The period of contract is for 3 years and can be extended based on the satisfactory performance of the bidder for another 2 years with the same terms & conditions at the sole discretion of the Bank.

However, there shall be a yearly review of the performance of the Bidder/s by the Bank.

3. Professionalism

The bidder/s 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, and code of conduct, honesty and integrity while executing the assignment.

4. Adherence To Standards

The bidder/s should adhere to approved standards in the process and delivered goods.

The Bank reserves the right to ascertain information from the other Banks and institutions to which the Bidder/s have rendered their services for execution of similar projects.

5. Expenses

It may be noted that Bank will not pay any expenses /

charges/ fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses under any circumstances.

6. Single Point of Contact

The successful Bidder/s has to provide details of single point of contact viz. name, designation, address, e-mail address, telephone/mobile no., fax no. etc.

7. Authorized Signatory

The successful Bidder/s shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The successful 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.

8. No Employer-Employee Relationship

The Bidder/s 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.

9. Vicarious Liability:

The successful Bidder/s shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the Bidder and shall be vicariously liable for all the acts, deeds, matters or things, of such persons 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 bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the bidder shall be paid by the 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 Bidder's employees, agents, contractors, subcontractors etc. The 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 Bidder's employees, agents, contractors, subcontractors etc.

10. Cancellation Of Contract And Compensation:

- a. The Bank reserves the right to cancel the contract of the successful Bidder and recover expenditure incurred by the Bank in any of the following circumstances. The Bank would provide 30 days' notice to rectify any breach/unsatisfactory progress.
- b. The successful Bidder commits a breach of any of the terms and conditions of the bid/contract.
- c. The Bidder becomes insolvent or goes into liquidation voluntarily or otherwise.
- d. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- e. The progress regarding execution of the contract, made by the successful Bidder is found to be unsatisfactory.
- f. If the successful Bidder/s fails to complete the due performance of the contract in accordance with the agreed terms and conditions.
- g. After the award of the contract, if the successful Bidder/s does not perform satisfactorily or delays execution of the contract, the 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 successful Bidder/s is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the contract. This clause is also applicable, if for any reason, the contract is cancelled.
- h. The Bank reserves the right to recover any dues payable by the successful Bidder/s from any amount outstanding to the credit of the successful Bidder/s, including the pending bills and/or invoking Bank Guarantee/Security Deposit, if any, under this contract.

E. GENERAL CONDITIONS:

62. General Order Terms

Normally, the Order will be placed on the successful bidder as

per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the bidders to the Bank immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organization/restructuring/ merger/ demerger and on account such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank shall be final.

63. Order Details

The purchase order will be placed by Bank Head Office, Transaction Banking Department in the name of selected bidder as per requirement. The payment will be made by Head Office, Transaction Banking Department and the Performance Bank Guarantee for order will be required to be submitted in the same office.

64. Contract Period

The tenure of the Contract will be for a period of 3 (Three) years from the date of issuance of purchase order unless terminated earlier by the Bank by serving 90 days' prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of 3 (three) years, the contract may be extended/renewed for further period and on same terms and conditions and AMC rate of 3rd year.

The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.

The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank

65. Intellectual Property Rights:

- a. Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.
- b. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non- infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the
- c. Remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.
- d. The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

- e. The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors.

66. Roles & Responsibility during Project Implementation:

- a. All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning, maintenance shall be provided by the Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.
- b. The successful Bidder/s shall take all steps to ensure safety of bidder's and the bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the successful Bidder or their sub-bidders.
- c. In case any damage of Bank's property during execution of work is attributable to the bidder, bidder has to replace the damaged property at his own cost.

67. Indemnity:

- a. The successful bidder/s shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
- b. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
- c. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- d. Further, the successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of PCI-DSS supplied by them.
- e. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- f. Claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and

for bodily injury or death and in these cases the liability will be unlimited

68. Inspection of Records:

Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of records including Hardware, Software provided to the Bank under the RFP and the successful Bidder shall extend all cooperation in this regard.

69. Assignment:

- a. The successful Bidder shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's prior written consent.
- b. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Successful Bidder under this RFP.

70. Publicity:

Any publicity by the successful bidder in which the name of the Bank is to be used will be done only with the explicit written permission of the Bank.

71. Guarantees:

The successful bidder should guarantee that the software/solution supplied to the Bank includes all patches, upgrades/ updates etc., and the same are licensed and legally obtained. All software must be supplied with their original and complete printed documentation.

72. Confidentiality and Non-Disclosure

- a. The successful bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Successful Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The successful bidder shall furnish an undertaking as given in ANNEXURE-6.
- b. No media release, public announcement or any other reference to the RFP or any programme there under shall be made without the written consent from the Bank. Reproduction of this RFP, without the prior written consent of the Bank, by photographic, electronic or other means is strictly prohibited.

73. Amendments to the Agreement:

Once contract agreement is executed with the successful bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.

74. General Contract Agreement Conditions:

- a. Neither Bank nor the successful Bidder shall assign any rights or obligations herein without obtaining the prior consent of the other Party.
- b. No forbearance, indulgence, relaxation or inaction by any Party [Bank or successful Bidder] at any time to require the performance of any provision of Agreement shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Agreement.
- c. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Agreement shall be construed as a waiver of any right under or arising out of Agreement or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Agreement.
- d. All remedies of either Bank or Bidder under the Agreement whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- e. If any provision of Agreement or the application thereof to any person or Party [Bank/Bidder] is or becomes invalid or unenforceable or prohibited by law to any extent, this Agreement shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Agreement shall be valid and binding as though such provision had not been included. Further, the Parties [Bank and Bidder] shall endeavor to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
- f. If during the term of Agreement, the performance in whole or in part by either Party [Bank/Bidder] of any obligations under the Agreement is prevented or delayed by reason of war, destructive act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemic, quarantine

restrictions, strikes, lock- outs, or acts of god (hereinafter referred to individually as an "Event" the notice of happening of which shall be given by either Party to the other within seven days of the date of occurrence of such Event), neither Party [Bank nor Bidder] shall be entitled to terminate this Agreement nor have any claim for damages against the other by reason only of such non-performance or delay in performance.

- g. None of the provisions of Agreement shall be deemed to constitute a partnership between the Parties [Bank and Bidder] and neither Party [Bank nor Bidder] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- h. Agreement shall not be intended and shall not be construed to confer on any person other than the Parties [Bank and the successful Bidder] hereto, any rights or remedies herein.
- i. Agreement shall be executed in English language in 1 (one) original, the Bank receiving the duly signed original and successful bidder receiving the duly attested photocopy.

75. Negligence:

In connection with the work or contravenes the provisions of General Terms, if the successful Bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the successful Bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the successful Bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the successful Bidder.

76. Responsibility for Completeness:

- a. The successful bidder shall ensure that the Solution provided [Hardware/Software/Middleware etc. meets all the technical and functional requirements as envisaged in the scope of the RFP
- b. The successful bidder shall deliver, install the equipment and port the software, arrange for user acceptance test at bidder's cost as per accepted time schedules. The bidder is liable for penalties levied by Bank for any deviation in this

regard. The bidder shall provide for all tools, testing instruments, drivers, consumables required to install, customize and test the software without any further charge, expense and cost to Bank.

- c. Any supplies and services which might not have been specifically mentioned in this tender but are necessary for installation, testing, commissioning, performance or completeness of the order, shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the system under Indian condition.
- d. The successful Bidder shall be responsible for any discrepancies, errors and omissions in the drawings or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The bidder shall take all corrective measures arising out of discrepancies, error and omission in drawings and other information as mentioned above within the time schedule and without extra cost to the bank.

77. Responsibilities of the Bank:

- a. Identification / selection of merchants from Bank's existing customer-base.
- b. To approve and sign the Merchant agreements sourced by the service provider
- c. To designate a nodal officer who will be the single point of contact for the service provider
- d. To transmit the merchant information through a mutually agreed mode and format to enable the service provider to set up the merchant in its system on agreed terms.
- e. To finalize the format of the settlement file.
- f. To finalize the POS pricing policy for merchants in consultation with successful Bidder.
- g. To credit on a daily basis, the settled amounts of merchants based on the settlement file provided by the service provider.
- h. To act on risk mitigation advisory from service provider.

78. Responsibilities of the successful Bidder.

- a. The bidder should ensure delivery of 7500 POS terminals .
- b. The bidder should ensure that the supplied POS terminals adhere to all latest guidelines issued by GoI, RBI, UIDAI and other regulatory authority.

- c. The selected bidder has to benchmark & size the POS Hardware adequately to ensure that terminal is capable/sufficient enough to provide/support requested Functionalities /services and value added services as per RFP for next 5 years. (Contract period plus extended period of 2 years)
- d. During the contract period, if any upgradation of the Android OS or POS Terminal Hardware is required, the same has to be carried out by bidder without any extra cost to the Bank. In case, terminal provided fails to be upgraded further, the bidder has to replace the same without any extra cost to the Bank.
- e. The bidder should ensure that the merchant is able to submit the daily transactions/bills online to them for settlement.
- f. Certification of financial switch by MasterCard and RUPAY, VISA, Amex etc.
- g. Development, maintenance, customization and periodical up-gradation of terminal application software.
- h. Certification of acquiring host by MasterCard and RUPAY, VISA, Amex etc.
- i. VAP/MIP hosting, handling, periodical up-gradation as per rules revised by MasterCard and RUPAY, VISA, Amex etc. periodically and ensuring meticulous compliance of the prescribed rules from time to time.
- j. Periodical certification of the hardware, software and application of POS terminal as is considered necessary.
- k. Purchase, storage, insurance, repairs and maintenance of POS terminals
- l. Train the Merchants & bank officials on the POS service offering.
- m. Regularly visit the branches for securing the list of merchant leads for acquisition.
- n. Acquire merchants based on the data provided` by the bank.
- o. Sign up the merchant at the mutually decided commercials
- p. Complete the necessary documentation with the merchant and submit to the concerned branch for approval and further action.
- q. Bidder/s to deploy the Merchant Management Software covering the entire life cycle of Merchants including work flow Management for various tiers of approval/sanction for seamless on-boarding.
- r. Hosting of Merchant Management Software and its hardware in

a secured environment.

- s. Onboard Merchants along with all techno-commercial details in the Merchant Management Software.
- t. Prepare a risk profile of the merchant.
- u. Undertake terminal installation, activation and management.
- v. Conduct merchant training on an ongoing basis.
- w. Supply consumables to merchants based on requirement.
- x. Undertake POS terminal maintenance, repair or replacement as required.
- y. Arrange for Network Access Connectors (NACs).
- z. Develop interface between POS terminals and service provider through established network.
- aa. The Bidder shall comply with/provide confirmation on provision of network monitoring facility and ensuring connectivity of POS machines.
- bb. Provide Merchant help desk support for attending to the Merchants' queries and a web based portal for lodgment of complaints to the Merchants.
- cc. Ensure smooth back-end transaction processing viz., capturing of transaction from POS terminals, routing it to issuer through VAP, MIP, RUPAY, Amex etc. obtaining response from issuer and transmitting back the response to the merchant.
- dd. Maintain record of all successful and unsuccessful transactions logs in a secure environment.
- ee. Process settlement files from MasterCard, Visa, RUPAY, Amex etc. with the transaction record and service charges applicable with respective entity.
- ff. Reconcile settlements including charge-backs, re-presentments, pre-arbitrations and arbitrations etc. as laid down in the rules for this purpose.
- gg. Filter the transactions through risk analysis and fraud monitoring tools in online and offline environment.
- hh. Undertake dispute management, grievance redressal etc.
- ii. Provide daily Merchant wise settlement report & settlement support to enable the bank to credit monies to the respective merchants as per agreed terms, settlement with card network associations,
- jj. Income sharing between Bank & successful bidder/s shall be done on monthly basis
- kk. Daily and periodic MIS reports for Fraud monitoring,

transaction velocity and activity reports as required by the Bank to be sent to Bank branch managers and others as may be specified.

II. Daily report to be sent to the Bank on system performance with reasons wherever deficiency has been observed.

ii. The successful Bidder may procure the services of local vendors/ sub-contractors, with the explicit permission of the Bank, for terminal installation, merchant training, merchant help desk, terminal repair and servicing, supply of spares and consumables, terminal replacement and installation of terminal application software, should that be required by them. The service provider will be solely responsible for under or nonperformance and deficiency of services of such third party bidder (s). No payment will be made by the Bank to the third party bidder (s) for their services. The service provider shall enter into agreement with such bidders and provide a copy of such agreement to the Bank. The agreement between service provider and local vendors/sub-contractors should explicitly include a clause regarding confidentiality of data and other information related to business

jj. By submitting a signed bid/response to this RFP the Bidder certifies that:

- i. The Bidder has arrived at the offer in its bid without agreement with any other bidder of this RFP to the purpose of restricting competition.
- ii. The offer in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- iii. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- iv. Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with UCO BANK. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- v. The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all software to be supplied in response to this RFP shall meet the proposed Bidder solution requirements. The Bidder shall be

required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.

- vi. The Selected bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during contract period.
- vii. The Bank will call for Audited Balance Sheet of the selected Bidder at any point of time during contract period and the selected Bidder shall provide the same.
- viii. The selected bidder shall submit updated Escalation Matrix for the product/services on a Half-Yearly basis as at the end of 31st March and 30th September during warranty and AMC period.

79. Human Resource Requirement

The Bidder by executing the agreement shall be deemed to have unconditionally agreed as under:

- a. The Bidder shall provide a contingent of well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service.
- b. The Bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The Bidder shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed/engaged in the project.

- c. In case the performance of the Bidder/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, The Bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the Bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own.
- d. No right to employment in the Bank shall accrue or arise to the employees or agents of the Bidder, by virtue of engagement of employees, agents, etc. of The Bidder for any assignment under this project. It is further clarified that the arrangement herein with the Bidder is a contract for service.
- e. The Bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.
- f. The Bidder shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India , Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time ,as per the provisions of Minimum Wages Act 1948.

80. Force Majeure:

- a. The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.
- b. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.
- c. In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such

circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

- d. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

81. Corrupt and Fraudulent Practices

- a. As per Central Vigilance Commission (CVC) directives, it is required that Bidders
- b. /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- c. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- d. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- e. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- f. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- g. The decision of the Bank in determining the above aspects will be final and binding on all the Bidders.

- h. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its bid, from the time the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Bank, it may do so in writing. An effort/attempt by a Bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder.
- i. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on case-to-case basis.

82. Adoption of Integrity Pact:

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- i. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- ii. Principal to treat all bidders with equity and reason.
- iii. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally.
- iv. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- v. Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- vi. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- vii. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

viii. For Joint Ventures (JV) entities, Integrity Pact should be signed by all partners.

ix. In case of foreign contractor, details of their Indian counterpart should be submitted to Bank by the vendor.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as **Annexure – 14** for strict compliance.

The following Independent External Monitors (IEMs) have been appointed by UCO Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

1. **Shri Ranjan S Katoch**

A-91, Alkapuri,

Bhopal, MP- 462022

email: rkatoch@nic.in

2. **Shri Hare Krushna Dash**

House.No.829,Sector 8

Gandhinagar- 382007, Gujarat

email : hkdash184@hotmail.com

All pages of Integrity Pact (IP) must be signed and stamped Integrity Pact (IP) should be deposited with IT Department undertaken procurement at the address mentioned along with RFP document.

83. Government of India Guidelines On Purchase Preference:

Procurement through Micro & Small Enterprises [MSEs]:

Procurement through MSEs will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises from time to time. Following are the conditions applicable as per the Government of India Guidelines

a. This MSEs should have been registered with:

❖ District Industries Centers or

❖ Khadi Village Industries Commission or

- ❖ Khadi& Village Industries Board or
 - ❖ Coir Board or National Small Industries Corporation or
 - ❖ Directorate of Handicrafts & Handloom or
 - ❖ Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
- b. MSEs are also exempted from paying Application fee/cost & EMD.
- c. MSEs should submit the relevant documentary proof for claiming the exemptions.
- d. MSEs shall have basic required qualification under eligibility criteria specified in the RFP and the above Policy will be applicable to those qualifying Bidders only. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

84. Resolution of Disputes:

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be Kolkata, INDIA.

85. Modification/Cancellation of RFP

The bank reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.

86. Legal Disputes and Jurisdiction of the court

- a. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.
- b. All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Bengaluru and the parties agree to submit themselves to the jurisdiction of such court as this RFP/Contract agreement shall be governed by the laws of India.

ANNEXURES

Checklist

Vendors to verify the checkpoints and ensure accuracy of the same before submission of the bid.

ANNEXURES(To be submitted with Part A- conformity to eligibility criteria)		
1	Check List	
2	Eligibility Criteria declaration	
3	Bid Covering Letter Format	
4	Authorization Letter Format	
5	Applicant's Profile	
6	Non-Disclosure agreement format	
15	Pre-Contract Integrity Pact	
16	Undertaking Letter on the vendor's letterhead for Central Minimum Wages Act & Labour Laws	
ANNEXURES (To be submitted with Part B-Technical Proposal)		
7	Technical Bid Covering letter Format	
8	Track Record and Merchant Acquiring Business through Android POS on Capex model	
9	Technical Evaluation Sheet	
10	Compliance Statement	
11	Undertaking Letter Format	
12	Escalation Matrix	
13	Masked Commercial Format(Annexure-13)	
ANNEXURES(To be submitted with Part-C -Commercial Bid)		
13	Commercial format as per Annexure-14	

Checked for accuracy

Date:

Signature with Seal

Name:

Designation

The Authorization letter as per format ANNEXURE-4 is to be carried in person and shall not be placed inside any of the bid covers.

Ensure

ANNEXURE-1

No	Other Clauses	Vendor Response [Yes/No]	Page No. at which details are enclosed
1	Whether Cost of the Tender document (NEFT/ Demand Draft payable at Kolkata) is submitted along with the Part A-Conformity to Eligibility Criteria?		
2	Whether EMD / Bank guarantee Submitted in the Part A- Conformity to Eligibility Criteria?		
3	Whether the Bid is authenticated by authorized person? Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be submitted in Part A-Conformity to Eligibility Criteria.		
5	Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials).Erasures /Overwriting / Cutting / Corrections authenticated Certification /Undertaking is authenticated?		
6	Whether address of Office on which order has to be placed is indicated in ANNEXURE-5		
8	Whether ensured that, the separately sealed envelopes containing Part A-Conformity to Eligibility Criteria, Part B-Technical Proposal and Part-C Commercial Bid for Selection of Vendor for 'Set up, Manage & Operate Merchant Acquiring Business through POS on Capex model' are placed and sealed in another big envelope superscribed as per RFP instructions. The Name of the Bidder, RFP No. and Due date of the RFP is specified on the top of the envelope.		
9	Whether replica of offer Bid is enclosed in Part B- Technical Proposal masking the		

	offer?		
10	Whether ensured Indexing of all Document submitted with page numbers?		
11	Ownership letter by the bidder (Under taking letter by the bidder taking the ownership of the project execution in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership)		
12	Whether replica of Price Bid (Masked price bid) as per Commercial Bid is submitted in Technical-Part-B.		

Vendors to verify the above checklist and ensure accuracy of the same before submission of the bid.

Checked for
accuracy

Date:

Signature with Seal
Name:

.....

ANNEXURE-2

Eligibility Criteria Declaration

SUB: RFP to Set up, Manage and Operate Merchant Acquiring Business through POS on Capex model with revenue sharing.

Ref: UCO/DIT/ 0705 /2022-23 dated 13/06/2022

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Eligibility Criteria.

Sl.No.	Eligibility Criteria	Documentary proof required for each of the eligibility criteria stipulated	Bidder response
1.	<p>Bidder should be a firms registered under registrar of firms/company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on RFP issuance date.</p> <p>OR</p> <p>Concerns registered as MSME Entrepreneur & still categorized as MSME as on RFP submission date.</p>	<p>8. Firm registration certificate/ Certified copy of certificate of incorporation and other relevant documents.</p> <p>9. Certificate of Incorporation issued by Registrar of Companies along with</p> <p>10. Copies of Memorandum of Association</p> <p>11. Copies of Articles of Association</p> <p>12. Shareholding pattern</p> <p>13. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.</p> <p>14. Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.</p>	

2	The bidder must have expertise in setting up merchant acquiring business, framing merchant acquiring policy, operational procedures for at least one scheduled commercial banks in India.	Document proof from the Bank to be enclosed.	
3	The bidder should have executed at least ONE full cycles of merchant onboarding business process right from acquisition of merchants to Reconciliation and settlement and also managing chargeback process and risks for at least 1 Scheduled Commercial banks in India and has installed minimum of 10,000 Android POS terminals.	Document proof from the Bank to be enclosed.	
4	The Bidder should have its own switch or license to use third party switch for routing POS transactions, Merchant Management system, Underwriting system, Risk Monitoring(Both Merchant underwriting and Transaction monitoring) and settlement & Recon system.	Document proof from the Bank to be enclosed. If third party switch/ licence is used then bidder have to submit a declaration from Third party switch provider for supplying licence.	
5	The bidder should be PCI- DSS certified & compliant.	Copy of certificate shall be enclosed	
6	The Bidder should own/ have a valid license from Card Network Associations Visa, Master, Rupay, American Express and should be in POS Acquirer Business for the past two years which involves activities like Direct Acquisition of Merchants, POS deployment, maintenance, transaction, POS	Copy of license from Card Network Association. Document proof from the bank to be enclosed for POS Acquirer Business.	

	transaction processing, enabling the payments to Acquiring Banks, Merchant Payment net of MDR, monitoring of transactions, dispute Management etc. The infrastructure should be in use by at least One Scheduled Commercial banks in India for switching POS transactions.		
7	The bidder through own switch/ third party switch (which bidder is licensed to use) should have connectivity with Network/scheme provider for routing VISA, AMEX, Master card and RuPay transactions.	Self-Declaration on company letterhead signed by authorized signatory.	
8	The bidder should have both primary and DR Centre fully audited and complied with VISA, MasterCard, RUPAY& AMEX guidelines	Bidder has to submit the latest audit certificate in this regard	
9	The bidder should have a total turnover of Rs. 25 Crores in any two years out of last three financial year i.e. 2018-19,2019-20 and 2020-21	Bidder has to submit Audited Balance Sheet for last 3 Years (i.e. 2018-19, 2019-20 and 2020-21). AND Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.	
10	The firm/Company should have a positive net worth in last three financial year i.e. 2018-19,2019-20 and 2020-21.	Bidder has to submit Audited Balance Sheet for last 3 Years (i.e. 2018-19, 2019-20 and 2020-21). AND Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain Unique	

		Document Identification Number.	
11	The bidder should not have been blacklisted by any Govt. / Govt. Agency / Bank(s) / Financial Institutions / RBI / IBA in India as of RFP issue date for breach of any applicable law or violation of regulatory prescriptions or breach of agreements.	Declaration in the letterhead of the bidder's company to that effect should be submitted regarding non-blacklisting of the company.	
12	The bidder should ensure that there are: c. No legal proceedings pending or threatened against bidder or which adversely affect / may affect performance under the contract; and d. No inquiries or investigations have been threatened, commenced or pending against the bidder or by any statutory or regulatory or investigative agencies.	Declaration in the letterhead of the bidder's company to that effect duly certified by Statutory Auditor should be submitted.	

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.

Date

Signature with Seal:

Name :

Designation :

ANNEXURE-3

Bid Covering letter format

Reference No:

Date:

General Manager,
DIT, BPR & BTD
(3rd Floor)
UCO Bank Head Office,
10 BTM Sarani
Kolkata 700001
West Bengal

Dear Sir,

SUB: RFP to Set up, Manage and Operate Merchant Acquiring Business through POS on Capex Model with Revenue sharing.

Ref: UCO/DIT/ 0705 /2022-23 dated 13/06/2022

Having examined the tender document including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer solution for Setup, Manage and Operate Merchant Acquiring Business through POS on Capex Model with revenue sharing in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

We agree to abide by this offer till contract period from the date of opening of Commercial Bid. We accept all the Instructions, Terms & Conditions and Scope of Work of the subject RFP.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive, without assigning any reason whatsoever.

Date

Signature with Seal:

Name :

Designation :

ANNEXURE-4

Authorization letter format

(To be presented by the authorized person at the time of Technical / Commercial Bid Opening on the letter head of Bidder and should be signed by an Authorised Signatory with Name and Seal of the Company)

Ref No:

Date:

General Manager,
DIT, BPR & BTD
(3rd Floor)
UCO Bank Head Office,
10 BTM Sarani
Kolkata 700001
West Bengal

Dear Sir,

SUB: RFP to Set up, Manage and Operate Merchant Acquiring Business through POS on Capex Model with revenue sharing.

Ref: UCO/DIT/ 0705 /2022-23 dated 13/06/2022

This has reference to your above RFP.

Mr./Miss/Mrs. _____ is hereby authorized to attend the bid opening of the above RFP on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

NOTE: This Authorization letter is to be carried in person and shall not be placed inside any of the bid covers.

ANNEXURE-5

Applicant's Profile

The Bidder should provide detailed responses for each of the below items along with documentary proofs :

Sl. No	Particulars	Details
A. Company / Supplier Profile		
1.	Name of the Suppliers/Firm/Company	
2.	Constitution	
3.	Date of Establishment/Incorporation	
4.	Address (Order to be placed on which Office) Registered Office Corporate Office	
5.	Telephone No FAX No E-mail Address Website	
6.	Name of authorised signatory: Designation of authorised signatory: Contact no.: E-mail ID:	
7.	Gross Annual Turnover of the Bidder (Not of the group.) (Audited) 2019-2020 2020-2021 2021-2022	
8.	Net Profit of the Bidder (Not of the group.) (Audited) 2019-2020 2020-2021 2021-2022	
9.	Service Net Work (Number of Service Centers in) North India South India East India West India	

	<p>Central India</p> <p>Our PAN number for Income Tax is</p> <p>We are registered with the GST authorities and our registration numbers are as follows.</p> <p>GST no.</p> <p>Our Bank Details</p> <p>Name and Style of Bank Account</p> <p>Name of the Bank and Branch address</p> <p>Account Number</p> <p>RTGS / NEFT Code</p>	
10.	Details of Description of business and business back group Service Profile & Client Profile Domestic & International Presence.	
11.	Brief Description of other facilities available with the bidder (related to Set up, Manage and Operate Merchant Acquiring Business through Android POS on Capex Model)	
12.	Details of the similar assignments on hand as on date. (Name of the Bank, stage of project etc., Documentary proof such as work order to be furnished)	
13.	Experience of assignments in Merchant Acquiring Business through Android POS	

Date

Signature with Seal :

Name :

Designation :

[Note: These details should be on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company

ANNEXURE-6

Non-Disclosure Agreement

(To be given on the Company's Letter Head)

WHEREAS, we, _____,
having Registered Office at _____, hereinafter referred to as the Bidder, are agreeable to 'Set Up ,Manage & Operate Merchant Acquiring business through POS on Capex model' with revenue sharing in UCO Bank, having its registered office at 112,J C Road, Kolkata-2 hereinafter referred to as the BANK and,

WHEREAS, the Bidder understands that the information regarding the Bank's IT Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the Bidder understands that in the course of submission of the offer for Selection of vendor to Set up, Manage and Operate Merchant Acquiring Business through POS on Revenue Sharing Model and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Banks properties and/or have access to certain plans, documents, approvals or information of the BANK; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the BANK to grant the Bidder specific access to the BANK's property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the BANK, unless the Bidder has first obtained the BANK's written authorization to do so.

The Bidder agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the Bidder for the purpose of submitting the offer to the BANK for the said solution, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK.

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

Date

Signature with Seal:

Name :

Designation :

ANNEXURE-7

Technical Bid Covering letter Format

General Manager,
DIT, BPR & BTD
(3rd Floor)
UCO Bank Head Office,
10 BTM Sarani
Kolkata 700001
West Bengal

SUB: RFP to Set up, Manage and Operate Merchant Acquiring Business through POS on Capex model with revenue sharing.

Ref: UCO/DIT/ 0705 /2022-23 dated 13/06/2022

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Technical Bid / Specification.

Sl No	Particulars	Details to be furnished by the Bidder
1	Name of the Bidder	
2	E-mail address of contact persons	
3	Details of: Description of business and business background Service profile & Client profile	
4	Approach and methodology for the proposed scope of work along with illustrative deliverables.	

5	<p>Details of similar assignments executed by the bidder during the last two years in India</p> <p>(Name of the Bank, time taken for execution of the assignments and documentary proof from the Bank are to be furnished)</p>	
6	<p>List of applicants major customers in last 3 years and details as below may be taken:</p> <p>a. Name and complete postal Address of the customer.</p> <p>b. Name, designation, Telephone , Fax, Telex Nos., e-mails and address of the contact person(customer)</p> <p>c. Nature & Description, Staff consultancy work ordered by the customer during 2 years.</p> <p>d. Whether reference letter enclosed.</p>	
7	<p>Conformity regarding back to back arrangements with third party software for providing continuous and un-interrupted support to meet SLA obligations as per RFP Terms.</p>	

Declaration:

1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in shortlisting of bidders.
3. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the

proposal and disqualify us from the selection process.

4. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Date

Signature with Seal:

Name :

Designation :

UCO BANK

ANNEXURE-8

TRACK RECORD AND MERCHANT ACQUIRING BUSINESS THROUGH POS ON CAPEX MODEL

SUB: RFP to Set up, Manage and Operate Merchant Acquiring Business through POS on Capex model with revenue sharing.

Ref: UCO/DIT/ 0705 /2022-23 dated 13/06/2022

Details of track record on merchant acquiring business through POS:

Sl no	Name of the client	Contact person's name, Tel no and address	Mention services on OPEX or CAPEX model or Rental or Capex model

Date

Signature with Seal:

Name :

Designation :

ANNEXURE:9

Technical Evaluation

Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits, wherever required. The Bidder may Demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Bank and the capability of the bidder to support all the required functionalities at their cost in their lab or those at other organizations where similar Services are in use.

During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.

Exhibit : 1

Technical Specification:

Sl.	Parameter	Max Score	Self Evaluation By The Bidder	Evaluation By The Bank
1	Availability of Switching, related Hardware, software and technical expertise: Own (Primary as well as DR) : 10 Primary owned but DR outsourced : 5 Both outsourced : 0	10		
2	Experience in third party processing of Merchant Acquiring services (no. of years) 2 to 3 years : 3 Over 3 years : 5	5		
3	Robustness and scalability of processing platform. Installed and utilized Capacity details should be provided. Terminals installed between (10000 to 12000) : 5 Terminals installed between (12001 to 15000) : 7 Terminal installed above (15000) : 10	10		

4	Number of POS transactions processed per annum (last Financial year): Over 1.5crore : 5 Between 50 lakhs and 1.5crore : 3 Less than 50 Lakhs : 2	5		
5	Value Added Services as per scope of work: Bharat QR ver 4.0 : 1 Cash @ POS : 1 UPI on POS : 1 EMI : 2 Dynamic Currency conversion & Multi currency : 2 NFC : 1 Acceptance of NCMC and offline wallets : 1 PC base POS : 1	10		
6	Call centre available with: More than 50 employees : 5 More than 25 but less than 50 employees : 3 Less than 25 employees : 2	5		
7	TAT in installation of POS Terminal at merchant location after completion of identification, KYC & Documentation in Urban & Metro Centres Within 1 day : 5 Between 1 to 3 days : 3 More than 3 days : 1	5		
8	Range of existing services offered by the service providers in addition to normal transactions, full marks if AMEX acquiring, m-VISA, Bharat QR, ETC, refund : 5 If above options within three months of award : 3 Only normal transactions i.e VISA, Master card and Rupay : 0	5		
9	Business Continuity Plan and Disaster Recovery arrangements of service provider If Yes : 5 If No : 0	5		

10	Suitability of Fraud Monitoring Tools and Risk management techniques proposed If yes : 5 If No, but within three months of purchase order : 3 If No : 0	5		
11	No of centres staffed by the vendor to support the merchant acquiring activities. Upto 50 : 1 Between 50 and 100 : 3 Over 100 : 5	5		
12	Ability to interact and integrate and connect with other Aggregators like Pinelabs, Innoviti, Ezetap etc If all three : 5 If No but within three months : 3	5		
13	Availability of Remote Terminal Management for loading application upgrades, OS patches etc If Yes : 5 If No : 0	5		
14	Availability of portal for merchants to view transactions, statements online. If yes : 5 If No but within three months : 3 If No : 0	5		
15	Sharing of FIRC certificates at monthly (or as decided by Bank), input files for GST tax engine basis which GST would be calculated: If yes : 5 If No but within three months : 3 If No : 0	5		
16	Capability to migrate Merchants from existing platform to your own and vice versa (per month): Over 2500 terminals : 10 Between 1500 to 2500 terminals : 7 Less than 1500 terminals : 3	10		
Maximum marks		100		

Exhibit: 2

Terminal Specification:
**(Bidders have to provide their response for Android terminal
i.e. separately on the following technical specifications)**

The selected bidder has to benchmark & size the POS Hardware adequately to ensure that terminal is capable/sufficient enough to provide/support requested Functionalities /services and value added services as per RFP for next 5 years. (Contract period plus extended period of 2 years)

During the contract period, if any upgradation of the Android OS or POS Terminal Hardware is required, the same has to be carried out by bidder without any extra cost to the Bank. In case, terminal provided fails to be upgraded further, the bidder has to replace the same without any extra cost to the Bank.

Technical Specification	Criteria & points	Max Score	Self-Evaluation By The Bidder	Evaluation By The Bank
POS Terminal Hardware & Processor	Processor Details: <ul style="list-style-type: none"> Quad core 1.8 GHz ARM CORTEX – A17 (10) Quad core 1.4 GHz ARM CORTEX (5) Quad core below 1.4 GHz ARM CORTEX (3) Else (0) Operating System: <ul style="list-style-type: none"> Android 9.0 OS or above (10) Android below 9.0 but below 7.0 (7) Android below 7.0 (5) Number of SAM (Security Access Module) Slots: <ul style="list-style-type: none"> 2 and more slots (5) Less than 2 slots (0) Display Configuration: <ul style="list-style-type: none"> 5'' HD scratch resistance screen (Multi Touch) (10) 5'' IPS 1280 X720 resolution, Capacitive touch screen (5) Weight: (With Battery) <ul style="list-style-type: none"> Less Than 500 Gms (10) 	45		

	<ul style="list-style-type: none"> More than 500 Gms (5) 			
Security Features	Level of PCI approval: <ul style="list-style-type: none"> PCI PTS 5.0 (10) PCI PTS 4.0.0 (5) Platforms with lesser versions (0) 	10		
Memory	SDRAM+ Flash <ul style="list-style-type: none"> 2 + 16 GB (10) 1 + 8 GB (0) 	10		
Modem & Connectivity	Wireless wide area GSM/GPRS 4G compatible with 3G/2G + Wifi + Bluetooth on 850/900/1800/1900 MHz : (5) Else (0)	5		

Printer	Integrated thermal with graphics capabilities, 18 lines per second, 24 or 32 columns; standard roll paper 58 mm x 40 mm Plastic Bar Tear. (05) Else (0)	5		
Camera	<ul style="list-style-type: none"> Front Camera: 0.3 Mega Pixel and rear camera 5 Mega Pixel with scan/Barcode facilities 1D/2D (10) Front Camera: 0.3 Mega Pixel and Rear Camera 5 Mega Pixel (5) 	10		
SIM Slots-Connectivity	Network details and communications supported <ul style="list-style-type: none"> Terminals With 02 SIM Slots options (05) Terminals with 01 option (0) 	5		
Power/Battery	(Battery Specifications) Battery Capacity 5000mAh or more voltage to be defined 5200mAH x 3.6V / 2600mAH x 7.2V (10) Else (00)	10		
Maximum Marks		100		

Exhibit: 3**Functional Specifications****(Bidders have to provide their response on the following functional parameters)**

Functional Parameter	Criteria & points	Max Score	Self-Evaluation By The Bidder	Evaluation By The Bank
Terminal Management System	Relevance of Terminal management System to UCO Bank: <ul style="list-style-type: none"> • Auto (Remote) Software Download. (15) • MIS support & Statistics Calculations (10) 	25		
Terminal Software Application	"Terminal software application" is rated on following parameters – <ul style="list-style-type: none"> • Security offered by application system against unauthorized access. (10) • Application Manager offers real time interruption troubleshooting. (06) • Terminal application allows local and remote diagnostics. (04) 	20		
Value Added Services capabilities	Vendor value added services will be evaluated on the spread of services offered as under: <ul style="list-style-type: none"> • Loyalty programs (Customer/ Merchant) (02) • Utility Payment Applications. (02) • Ticketing Solutions (02) • EMI Solutions (02) • Various kinds of retail applications etc. (02) 	10		
e-charge slip	<ul style="list-style-type: none"> • E-Charge slip via SMS and Email (10) • E-Charge slip via SMS or Email (07) • Else (00) 	10		

No. of locations having Terminal Repair Centers across India	How many locations having Terminal Repair and Service Centers Across India? <ul style="list-style-type: none"> • Having centers at > 15 locations (15) • Having centers at ≥ 10 & < 15 locations (10) • Having centers at < 10 locations (05) 	15		
Support and Release Management Philosophy	Vendors expertise on support and release management is defined on following parameters <ul style="list-style-type: none"> • Vendor has robust requirement gathering process. (02) • Vendor has quality assurance processes. (02) • Vendor has centralized application version maintenance system. (02) • Vendor has release management process to assure seamless releases and backup plan in case of failure. (02) • Vendor should have agile support system (02) 	10		
Terminal Protocol Service	<ul style="list-style-type: none"> • Terminal protocol is ISO 8583 certified (10) • Terminal protocol is not ISO 8583 certified (00) 	10		
Maximum Marks		100		

Evaluation by the Banks shall be final.

Technical Evaluation Methodology

After evaluating the response of Bidders to the mandatory conditions of this RFP, fulfilment of eligibility criteria and other conditions described in this document, there will be a two stage evaluation process i.e. A. Technical Evaluation and B. Commercial Evaluation. Technical evaluation and evaluation of eligibility criteria will be done only to shortlist the Bidders for commercial evaluation. Final weightage of Technical and Commercial Parameters will be 0:100 respectively.

Technical parameters have been divided into four parts i.e. (i) Technical Specifications, (ii) Terminal Specification, (iii) Functional Specification and, (iv) Presentation which would contain weightage of 25:25:25:25 respectively. **The Bidders are required to score minimum 60% marks in each sub-parameter and minimum combined score of 75% in technical evaluation for terminal to be eligible for commercial bidding of terminal.** The technical evaluation parameter with maximum score there against for each part have been given below:

Maximum Marks	Max Score	Self-Evaluation By The Bidder	Evaluation By The Bank
Exhibit – 1 : Technical Specification	100		
Exhibit – 2 : Terminal Specification	100		
Exhibit – 3 : Functional Specification	100		
Marks given by Technical Evaluation Committee for Presentation	100		
Total Marks	400		

The evaluation will also take into account: State of the art solution offered by the Bidder to any noticeable Bank in India.

The Bidder should furnish the details when requested.

- ✓ Is the proposed hardware / Infrastructure capable of handling the projected volumes and offers a proven solution to meet the requirement?
- ✓ Since the development in IT in terms of hardware and software keep developing, will the Bidder keep its infrastructure up-dated?
- ✓ Capability of the proposed solution to meet future requirements not outlined in the RFP.
- ✓ In house capability of software development.
- ✓ Bidder support facilities: what and how the Bidder will support the terminal holders as well as Bank (email, SMS, toll free numbers etc.)

Mandatory Requirements

(Bidders have to provide their response for Android terminal on the following Conditions/Business conditions only in 'Yes' or 'No')

Certification/Compliance/Regulatory/Hardware/SDK Requirements Technical Compliance:

Parameter	Description	Bidder's Response (Yes/No)
EMV Certification	The terminal to be supplied is EMV compliant (EMV 4.3 or above)	
PCI Compliance	POS Terminal is complaint with latest PCI mandates such as PCIDSS, PADSS, PCI PTS, PCI PED etc.	
Regulatory Compliance	POS Terminal is compliant with all Regulatory requirements such as PIN prompting, DUKPT/UKPT, TLE, BIS etc.	
Data Encryption	End to end data encryption & masking of critical information	
Contactless Cards Certification	VCPS Paywave 2.1.3 or later or the equivalent contactless Kernel 3. PayPass version 3.0 or later Any future requirements by Card schemes.	
Device Security	Equipped with multiple tamper protection and self-destruction mechanism.	
UIDAI requirements.	Terminal should be compatible to upgrade for AEPS (Aadhaar Enabled Payment System) transactions. <i>Terminals should have capability to acquire & process transactions through biometric finger print scanners (Enabled/Integrated) as per the latest specifications/ guidelines of UIDAI/NPCI on bidder's cost.</i>	
Sharing of SDK with UCO Bank	The terminal vendor should provide the Bank or its representative the SDK for its use.	
Memory	Flash – 16GB/8GB & Above; SDRAM – 2 GB/1GB & Above	
Power Adapter	AC/DC INPUT Voltage: 100-240V; 47-63Hz ; and Max Consumption: 210mA <i>(Full specifications of Power Adapters and their suitability for Indian conditions, particularly in tier-2 & tier-3 centres to be furnished)</i>	

Functionality Requirements:

Parameter	Description	Bidder's Response (Yes/No)
Card Scheme	Terminals should support all types of Credit, Debit(VISA/Master Card/Rupay/Amex/ JCB/ China Union Pay/Diners/Discover), Pre-paid cards, BQR, UPI, MOPAD, ETC. NCMC card (National Common Mobility cards), MasterCard Paypass, Visa Paywave, RupayqSparc with certified L2 kernel, Loyalty card	
Changes Made by Card Schemes	The terminals offered should be certified by MasterCard, Visa, Amex, NPCI, DFS/Diners, China Union Pay/JCB etc. and meet the standards prescribed from time to time by such agencies at bidder's cost.	
Chip transactions	Transactions performed using chip cards.	
Option of Contactless Transactions	Transactions performed using Contactless protocols.	
Swiped transactions	Transactions performed using magnetic stripe embedded on the card.	
Keyed transactions	Transactions performed using card numbers entered manually.	
Blocking Transaction Mode	Option to enable/ disable a particular transaction: <ul style="list-style-type: none"> • Parameter driven. • Blocked by BIN • Ceiling limit by BIN Keyed 	
Online Authorization	Transaction used to authorize a card is valid or not.	
Purchase(Sale)	Transaction used to authorize a card and amount.	
Refund enabled	This transaction is used to credit the money to cardholder account from merchant account.	
Void	This transaction is used to cancel the previously performed purchase or refund transaction in the same batch.	
Pre-Authorization	This transaction is mostly used in hotel and lodging environment. This transaction will be stored in separate batch. This will not be settled with the normal batch. This will be moved to normal batch / settlement after sale	

	completion transaction.	
Cash back/ Cash@POS	This transaction allows cardholder to get cash from merchant.	
Referral handling, (Force transactions)	Referral is used by issuer, if cardholder activity is suspicious. Cardholder should then call issuer bank, authenticate himself to get referral code and perform transactions.	
Tip handling	This is mostly used in restaurant merchants to give TIP to restaurant employees.	
End of Day	This is to settle all the transactions performed during the day. Merchant's account will be credited only after this transaction.	
Cancel Button	Cancel key is used to cancel any operation and take the terminal back to idle screen display.	
Enter Button	Enter Key is used to confirm anything on the terminal application.	
Paper Detection	Paper feed is used to feed the paper in terminal internal thermal printer.	
Time Display	To display date/time on terminal's display.	
Batch Purge	This is to clear the open batch transactions.	
Request current batch totals	This is to give summary of transaction count and amount based on card types, performed in the current batch.	
Request previous batch totals	This is to give summary of transaction count and amount based on card types, performed in the last settled batch.	
Duplicate Transaction Printing	This is to print the last transaction charge slip for reference.	
Security Levels	What Features can be password protected: Voids Refunds Pre-auth Offline forces Batch Purge Supervisor Engineer	
Shift Totals	This is to give summary of transaction count and amount based on card types, performed in the current batch. Usually used in Petrol pumps etc.	

Display Transactions	This is to review transactions on the current batch on terminal display.	
Detail Report	This is to give detailed information of card number, card type, transaction amount, invoice number, expiry date, and totals.	
Summary Report	This is to give summary of transaction count and amount based on card types, performed in the current batch.	
Search by Number	This is to search transactions based on invoice number or based on last 4 digits of card number.	
Search by Amount	This is to search transactions based on transaction amount.	
Date/Time	Synchronized with host? Receipt timestamp printed from authorization response.	
Display Terminal ID	To display terminal ID for verification and confirmation.	
Display Version	Current Software	
Print Settings	Print current configuration settings.	
Edit Print Option	Turn off printer.	
Change Contrast	To adjust contrast of display.	
Edit Password	Change password option.	
Edit Terminal ID	Password protected?	
Edit Date	To change terminal's date/time manually.	
Software Download Modes	Must have Remote Key Terminal Management System (TMS). See TMS section.	
Multi-Application	Ability to run multiple applications like Payments, loyalty, gift card etc. without affecting other application's data.	
Multi Merchant	Ability to support multiple merchants in the same application. This is mostly used under EMI environment.	
Date/Time	Synchronized with host? Receipt timestamp printed from authorization response.	

ANNEXURE-10
COMPLIANCE STATEMENT

SUB: RFP to Set up, Manage and Operate Merchant Acquiring Business through POS on Capex Model with revenue sharing.

Ref: UCO/DIT/ 0705 /2022-23 dated 13/06/2022

DECLARATION

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

Compliance	Description	Compliance (Yes / No)	Remarks / Deviations
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all Annexures, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of bids)		
Technical Specifications	We certify that the services offered by us for tender confirms to the Scope of Work specifications stipulated by you except the following deviations.		
Scope of Work	As detailed in the RFP		

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

Date

Signature with Seal :

Name :

Designation :

ANNEXURE- 11

Undertaking Letter Format
(To be submitted on bidder's Letter Head)

SUB: RFP to Set up, Manage and Operate Merchant Acquiring Business through Android POS on Capex Model with revenue sharing.

Ref: UCO/DIT/ 0705 /2022-23 dated 13/06/2022

We understand that Bank shall be placing Order to the Successful Bidder exclusive of taxes only and that all applicable Taxes like GST will be paid at actual to the maximum of taxes indicated in this Commercial Bid against production of invoice / bills.

We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date

Signature with Seal :

Name :

Designation :

ANNEXURE-12

ESCALATION MATRIX

Name of the Company

Delivery Related Issues:

SI No	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email address
1		First Level Contact					
2		Second level contact (If response not received in 24 Hours)					
3		Regional/Zonal Head (If response not received in 48 Hours)					
4		Country Head (If response not received in One week)					

Service Related Issues:

SI No	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email address
1		First Level Contact					
2		Second level contact (If response not received in 24 Hours)					
3		Regional/Zonal Head (If response not received in 48 Hours)					
4		Country Head (If response not received in One week)					

Any change in designation, substitution will be informed by us immediately.

Date

Signature with Seal :

Name :

Designation :

ANNEXURE-13

Bill of Material (Masked)

SUB: RFP to Set up, Manage and Operate Merchant Acquiring Business through POS on Capex Model with revenue sharing.

Ref: UCO/DIT/ 0705 /2022-23 dated 13/06/2022

Commercials for Set up, Manage and Operate Merchant acquiring business through POS on Capex model with revenue sharing:

Sl No.	Item description	Make/ Model	Cost per terminal (incl. Warranty of 1 st year) (Excl. Taxes) (A)	AMC for 2 nd year (per terminal) (Excl. Taxes) (B)	AMC for 3 rd year (per terminal) (Excl. Taxes) (C)
1	POS Terminal		XXXX	XXXXX	XXXXXX
Total Cost of Ownership in figures (for 7500 terminals) = (A+B+C)*7500			XXXXXXXX		
Total Cost of Ownership in Words (for 7500 terminals)			XXXXXXXX		

Taxes will be paid extra on actuals basis as applicable on the date of invoice.

The bidder must have deployed at least 10000 Android POS machines in the Indian market (deployment portion should at least match sl. No. 2 i.e. GPRS with printer), which is being offered to the Bank. The technical specification of the proposed make and model to be enclosed with this.

Date

Signature with Seal :

Name :

Designation :

ANNEXURE-14

Bill of Material (Commercial Format)

SUB: RFP to Set up, Manage and Operate Merchant Acquiring Business through POS on Capex Model with revenue sharing.

Ref: UCO/DIT/ 0705 /2022-23 dated 13/06/2022

Commercials for Set up, Manage and Operate Merchant acquiring business through POS on Capex model with revenue sharing:

SI No.	Item description	Make/ Model	Cost per terminal (incl. warranty of 1 st year) (Excl. Taxes) (A)	AMC for 1 st year (per terminal) (Excl. Taxes) (B)	AMC for 2 nd year (per terminal) (Excl. Taxes) (C)
1	POS Terminal		XXXX	XXXXX	XXXXXX
Total Cost of Ownership in figures (for 7500 terminals)			XXXXXXXX		
Total Cost of Ownership in Words (for 7500 terminals)			XXXXXXXX		

Taxes will be paid extra on actuals basis as applicable on the date of invoice.

The bidder must have deployed at least 5000 POS machines in the Indian market (deployment portion should at least match sl. No. 2 i.e. GPRS with printer), which is being offered to the Bank. The technical specification of the proposed make and model to be enclosed with this.

Date

Signature with Seal :

Name :

Designation :

ANNEXURE – 15

PRE CONTRACT INTEGRITY PACT

(To be stamped as per the Stamp Law of the Respective State)

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to provide services related to (Set up, Manage and Operate Merchant Acquiring Business through POS on Capex Model with revenue sharing.) hereinafter referred to as Stores and / or Services.

And

M/s _____ represented by _____ Authorised Signatory/Chief Executive Officer, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as —Party or collectively as the —parties, as the context may require.

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc of _____ and the

Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. Commitments of the Buyer

- 4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles: -

- (i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- (iii) The Buyer will exclude from the process all known prejudiced persons.

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

5. Commitments of the Bidder(s) /Seller(s):

5.1. The Bidder(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (i) The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- (ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.
- (iv) The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).

5.2 The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-

contractor(s).

5.3 The Bidder(s) /Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

5.4 Agents / Agency Commission

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

6.2 If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

8.1 If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

- (i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
- (ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
- (iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
- (iv) To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

8.2 If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

9.1 If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

10. Price Fall Clause

The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU or Public Sector Bank and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

11. Independent External Monitor(s)

- 11.1 The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).
- 11.2 As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.
- 11.3 The Bidder(s) / Seller(s) if they deem it necessary, may furnish any information as relevant to their bid to the Independent External Monitors.
- 11.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.
- 11.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.
- 11.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.
- 11.7 The word "Monitor" would include both singular and plural.

12. Law and Place of Jurisdiction

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Kolkata, India.

13. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings.

14. Integrity Pact Duration.

- 14.1 This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- 14.2 If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank.
- 14.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

15. Other Provisions

- 15.1 Changes and supplements need to be made in writing. Side agreements have not been made.
- 15.2 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach

any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

15.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

15.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.

16. This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

17. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

18. The Parties here by sign this Integrity Pact at _____ on _____ (Seller/Bidder) and at _____ on _____ (Buyer)

BUYER

BIDDER /SELLER

Signature:
Authorised Signatory
UCO Bank ,
Department of IT

Signature:
Authorized Signatory

Place:
Date:

Place:
Date:

Witness :

Witness :

(Name & Address)

(Name & Address)

ANNEXURE – 16

Undertaking Letter on the vendor's letterhead for Central Minimum Wages Act & Labour Laws

To,

General Manager,
DIT, BPR & BTD
(3rd Floor)
UCO Bank Head Office,
10 BTM Sarani
Kolkata 700001
West Bengal

Sir,

Sub:RFP to Set up, Manage and Operate Merchant Acquiring Business through POS on Capex Model with revenue sharing

(RFP Ref. No UCO/DIT/ 0705 /2022-23 dated 13/06/2022)

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "**RFP**") issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The bidder has to ensure that the payment towards services is in consonance with the Central Minimum Wages Act & Labour Laws. All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. **(Proof of compliance and labour license needs to be submitted along with the quotation).**

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Instructions to be noted while preparing/submitting Part A-
Conformity to

Eligibility Criteria

The Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory.

1. Index of all the document submitted with page numbers.
2. Cost of Tender document by way of NEFT / DD payable at Kolkata.
3. Earnest Money Deposit(EMD)/Bank Guarantee in lieu of EMD as per APPENDIX-E.
4. Power of Attorney / Authorisation letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the tender documents.
5. Documentary proof in support of the Eligibility Criteria as per Annxure-2.
6. Bidder's Covering letter as per ANNEXURE-3
7. Profile of the Company / Firm as per ANNEXURE-5
8. Non-Disclosure agreement as per Annexure-6
9. Write up on the Work Experience / Expertise of Merchant Acquiring Business through POS.
10. Track record of Merchant Acquiring Business through POS across the Country covering Name and addresses of major clients and email ids, telephone numbers (landline and mobile no), fax numbers of their contact executives etc.
11. The Bidders to furnish the details of their existing Offices/Branches/service centers supporting for Merchant Acquiring Business through POS.

Instructions to be noted while preparing/submitting Part B-
Technical Proposal

The Technical Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory. Technical Offer for this RFP shall be made as under:

1. Index of all the document submitted with page numbers.
2. Technical bid covering letter as per Annexure-7
3. Track Record as per Annexure-8
4. Technical Evaluation sheet as per Annexure-9
5. Compliance to Functionalities as per Annexure-10
6. Compliance Table: This table must cover bidder's response to all the Technical Specification, terms and conditions and Scope of Work specified in the offer document (Terms and Conditions) as per annexure-10.
7. Undertaking letter as per Annexure-11
8. Escalation Matrix as per Annexure-12
9. Masked price bid of Commercial Bid as per Annexure-13
10. Ownership letter by the bidder. (Undertaking letter by the bidder taking the ownership of the project execution in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.)
11. Undertaking letter by the bidder for providing technical Advisory, service Support and guidance during contract period.
12. The bidder should submit an undertaking letter that they will provide necessary software with latest version and any third party licenses with latest version required for the implementation of the Solution. The charges for the above should be factored in Commercial Bid, otherwise the Bid is liable for rejection. Changes in the Commercial Bid by the bidder will also be liable for rejection.
13. Technical Documentation (Product Brochures, leaflets, manuals, drawings).
14. A detailed list of the other Infrastructure required and any other precautions to be undertaken should be given in detail along with the Technical Proposal.

Instruction to be noted while preparing/submitting Part C

Commercial Bid

The commercial Bid should be made in an organized, structured, and neat manner. Brochures/Leaflets etc., should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory.

The suggested format for submission of commercial Offer for this RFP is as follows:

1. Commercial Version of Commercial Bids as per Annexure-14

The bidder must have deployed at least 10000 POS machines in the Indian market (deployment portion should at least match sl. No. 2 i.e. GPRS with printer), which is being offered to the Bank. The technical specification of the proposed make and model to be enclosed with this.

Date

Signature with Seal :

Name :

Designation :

Proforma of Bank Guarantee for Contract Performance

(To be submitted on Non-Judicial stamp paper of appropriate value Purchased in the name of the issuing Bank)

To

General Manager,
DIT, BPR & BTD
(3rd Floor)
UCO Bank Head Office,
10 BTM Sarani
Kolkata 700001
West Bengal

WHEREAS(Name and address of M/s XXXX Ltd(hereinafter referred to as" the CONTRACTOR")) has undertaken to supply, transportation, transit insurance, local delivery, storage and installation, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training or demo of your personnel related to Selection of vendor to Set up, Manage and Operate Merchant Acquiring Business through POS on Capex Model with revenue sharing as per their Contract dated _____with you (hereinafter referred to as "the CONTRACT")

AND WHEREAS in terms of the Conditions as stipulated in the Contract, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Bank in India, in your favour, as per Clause of the CONTRACT, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as "the PERFORMANCE GUARANTEE")

AND WHEREAS the CONTRACTOR has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE,

AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at, _____and local office at _____, India have agreed to issue the PERFORMANCE GUARANTEE,

THEREFORE, WE (Name of the issuing Bank) through our local office at India furnish you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and

keep you indemnified from time to time to the extent of Rs _____(Rupees____) an amount equivalent to 10% of the Contract Price against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs(Rupees_____) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract and after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of _____without

prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and

conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part or any indulgence by you to the CONTRACTOR or by any variation or modification of the Contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs(Rupees___) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the CONTRACTOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the CONTRACTOR.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the CONTRACTOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee.

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post it shall be deemed to have been given when the same has been posted.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing

un- cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the CONTRACTOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the CONTRACTOR.

Notwithstanding anything contained herein

1. Our liability under this guarantee shall not exceed Rs. _____ (Rupees only)
2. This guarantee shall be valid upto _____ and ;
3. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Kolkata on or before _____ (mention period of the guarantee as found under clause ii. above plus claim period).

We have the power to issue Performance Guarantee in your favour by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney to him by the Bank.

Dated this _____ day of _____ 2019. For and on behalf of _____ Bank

Authorised Official

1. *Selected vendor should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.*
2. *Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.*

Bank Guarantee Format for Earnest Money Deposit

To

General Manager,
DIT, BPR & BTD
(3rd Floor)
UCO Bank Head Office,
10 BTM Sarani
Kolkata 700001
West Bengal

Where As _____ (Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated ____ (Date) for the execution of ____ (Name of Contract) (hereinafter called "the Tender") in favour of _____ hereinafter called the "Beneficiary";

Know all men by these presents that we, _____ (name of the issuing Bank), a body corporate constituted under the _____ having its Head Office at _____ amongst others a branch/office at _____ (hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs _____ (Rupees _____ only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents;

The conditions of this obligation are:

1. If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
2. If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity;
3. fails or refuses to execute the Agreement, if required; or
4. fails or refuses to furnish the performance security, in accordance with terms and of conditions of RFP/Contract.
5. We undertake to pay to the Beneficiary up to the above amount upon receipt of his first written demand without the Beneficiary having to substantiate his demand, provided that in his demand the Beneficiary will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
6. Notwithstanding anything contained herein Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only).
7. This Bank Guarantee is valid up to _____ and

8. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before_____

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

Yours faithfully,

For and on behalf of

_____ Bank

Authorised official

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

B. Technical Functionality Requirements

Parameter	Description	Nature	Bidder's Response (Yes/No)
Switch	Own/Partner's Acquiring Switch	Mandatory	
EMV Chip Transactions	Transactions performed using EMV Chip cards	Mandatory	
Swiped Transactions	Transactions performed using Magnetic stripe embedded on the cards	Non- Mandatory	
Tap & Pay (NFC) Transactions	Transactions performed using Contactless cards	Mandatory	
Keyed Transactions	Transactions performed using card number entered manually	Mandatory	
Online Authorization	Transaction used to authorize whether a card is valid or not	Mandatory	

	and sufficient balance is available for payment		
Cash@POS Transactions	Transaction allowing any card holder to get cash from merchant	Mandatory	
Cash back Transactions	Transaction allowing any card holder to get cash back	Mandatory	

UCO BANK