

Request for Proposal (RFP)
For
Supply, Installation, Commissioning & Maintenance of
HSM



Head Office-2
Department of Information Technology
5th Floor, 3 & 4 DD Block, Sector -1
Salt Lake, Kolkata-700 064

RFP REF NO: UCO/DIT/138/2016-17 Date: 30/04/2016

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

This document is prepared by UCO Bank for its requirement for Supply, Installation, Commissioning & Maintenance of HSM. It should not be reused or copied or used either partially or fully in any form.

Disclaimer

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



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BID Control Sheet

Tender Reference	UCO/DIT/138/2016-17 Dated 30.04.2016
Cost of Tender documents	5,000 /-(Rupee Five Thousand Only)
Date of issue of RFP	30/04/2016
Earnest Money Deposit (EMD)	Rs 2,00,000/- (BG)(Rupees Two Lacs Only)
Date of commencement of sale of tender document	30/04/2016
Last date for submitting queries for the Pre-bid Meeting	07.05.2016
Pre-Bid meeting /Venue	09.05.2016 at 11:30 am at below mentioned address.
Last Date and Time for receipts of tender bids	21.05.2016 at 03:00 pm
Opening of technical bids	21.05.2016 at 03:30 pm
Opening of Price Bid	Will be informed subsequently to technically qualified bidders.
Address of Communication	Head Office-2 Department of Information Technology 5th Floor, 3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064
Email address	hodit.calcutta@ucobank.co.in
Contact Telephone/Fax Numbers	Tel : 03344559736/58 Fax : 03344559063
Contact Person	B. Mothilal Chief Manager – IT
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: 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 3:30 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

Part –I

1. Introduction

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, and its Department of Information Technology at 3 & 4, DD Block, Sector-1, Salt Lake, Kolkata - 700064, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 3000+ Domestic Branches, four Overseas Branches two each at Singapore & Hong Kong Centres and 2500+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle (Ver. 7.0.25) as a Core Banking Solution.

2. Overview

UCO Bank intends to offer the Unified Payment Interface (UPI) Solution to its customers. For implementation of UPI, UCO Bank needs to procure HSM Module to be integrated with the Unified Payment Interface (UPI) Servers located at its Data Centre & Disaster Recovery Sites at Bengaluru and Kolkata respectively for the purpose of secured customer transactions. In view of the above, Bank invites technically complete and commercially competitive proposals from reputed manufactures/authorized representatives for supply, Installation and configuration of Hardware Security Module (HSM), in its Data Centers at Kolkata & Bangalore.

3. Eligibility Criteria

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

Sl. No.	Criteria	Proof of documents to be submitted
1.	Bidder should be a Company/ Proprietorship Firm dully registered in India under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932 with an established setup in India.	Copy of valid Registration Certificates or Certificate of Incorporation (whichever applicable) should be submitted.
2.	The Bidder should have a minimum annual turnover of Rs 2 Crores per year during last three financial years i.e 2012-13, 2013-14 and 2014-15.	Copy of the audited balance sheets of the company showing turnover of the company should be submitted or a CA Certificate with CA's Registration Number/

		Seal in this regard to be submitted.
3.	The bidder should have posted positive networth in each of the last three financial years i.e 2012-13,2013-14 & 2014-15	Copy of the audited balance sheets of the company showing turnover of the company should be submitted or a CA Certificate with CA's Registration Number/ Seal in this regard to be submitted
4.	The bidder should be either Original Equipment Manufacturer (OEM) of Branded HSM or one of their authorized representatives in India.	A letter of authorization (MAF) from OEM must be furnished In case of authorized representative. The authorization letter should mention that if authorized representative fails to meet the obligation for items supplied and / or to be supplied under this tender, then OEM would be responsible for all obligations for their items
5.	Bidder should have supplied the HSM in at least any one of the Govt. Organizations /PSU/Scheduled Commercial Banks in each of the last three years.	Copy of Purchase Order / Reference certificate from the respective organisation along with the contact details to be submitted on the company letter head.
6.	The bidder should be engaged in supplying and providing maintenance services for HSM in India for at least 3 years	Reference Letter/ Letter of Engagement from the organisation to be submitted
7.	The Bidder has to quote the HSM of only one OEM.	A Self Declaration in this regard to be submitted on company letter head. If the bidder will be quoting more than one OEM HSM then the bid response of the bidder will be summarily rejected by the Bank.
8.	The bidder/OEM should be having/ establish support offices/ Support Centers/ Support Locations with necessary support infrastructure for maintenance of HSM at Bank's DC Site Bengaluru and DR site Kolkata.	The detailed list of the service centers with the contact details & complaint lodging process to be submitted by the Bidder
9.	Bidder should not have been blacklisted/ have been debarred by any Govt. organizations/PSU/ Scheduled Commercial Bank during the last three years. The bidder shall give a declaration to this effect that they have not been black listed by any of the Govt. Authority or PSUs, as on date of submission of the tender,	An undertaking to this effect must be submitted along with Technical Bid.

	otherwise the bid will not be considered.	
10.	The Bidder as well as the OEM should not be involved in any Bankruptcy filing or for protection from it.	An undertaking to this effect on company letter head to be submitted as per Annexure-K

Note: - In this tender process, either the Indian agent on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM / OSD itself can bid but both cannot bid simultaneously. If an agent submits bid on behalf of the Principal OEM, the same agent shall not submit a bid on behalf of another Principal OEM / OSD in the same tender for the same item or product.

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. **Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made.** UCO BANK reserves the right to verify /evaluate the claims made by the vendor independently. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.



Part –II : INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS

1. Invitation for Bids

This Request for Proposal (RFP) is to invite proposals from eligible Bidders for Supply, Installation, Commissioning & Maintenance of HSM. It should not be reused or copied or used either partially or fully in any form

2. Due Diligence

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which UCO Bank shall not be held responsible.

3. Tender Document & Fee

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

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

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

4. Earnest Money Deposit

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

Particulars of Job to be undertaken	EMD
Supply, Installation, Commissioning & Maintenance of HSM	Rs. 2,00,000/-

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

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

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

5. Rejection of the Bid

The Bid is liable to be rejected if:

- a. The document doesn't bear signature of authorized person on each page signed and duly stamp.
- b. It is received through Telegram/Fax/E-mail.
- c. It is received after expiry of the due date and time stipulated for Bid submission.
- d. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- e. Bidder should comply with all the points mentioned in the RFP. Noncompliance of any point will lead to rejection of the bid.

- f. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

6. Pre Bid Meeting

The queries for the Pre-bid Meeting should be reached to us as per format given in **Annexure-L** in writing or by email on or before the date mentioned in the Bid Control Sheet by e-mail to hodit.calcutta@ucobank.co.in . It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard.

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting.

7. Modification and Withdrawal of Bids

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

8. Information Provided

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

9. For Respondent Only

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

10. Confidentiality

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

11. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

12. Costs Borne by Respondents

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

13. No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.

14. Errors and Omissions

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document.

15. Acceptance of Terms

A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.

16. RFP Response

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

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

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

17. RFP Response Validity Period

RFPs response will remain valid and open for evaluation according to their terms for a period of at least **6 months** from the time the RFP response submission process closes.

18. Notification

Bank will notify the Respondents in writing as soon as possible about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

19. Language of Bids

The bid, correspondence and supporting documents should be submitted in English.

20. Indemnity

The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder shall not exceed the total cost of the order value.

21. Normalization of Bids

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 Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically 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 two manners:

- Incremental bid submission in part of the requested clarification by the Bank.
- Revised submissions of the entire bid in the whole.

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. The shortlisted

bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

22. Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond. **The bidder shall furnish proof of signature identification for above purposes as required by the Bank.**

23. SUBMISSION OF OFFER – TWO BID SYSTEM

Separate Technical and Commercial Bids along with the soft copies duly sealed and superscribed as "Technical Bid" and "Commercial Bid" respectively should be put in a single sealed outer cover duly sealed and super-scribed "Supply, Installation, Commissioning & Maintenance of HSM – (Technical Bid)" and Supply, Installation, Commissioning & Maintenance of HSM – (Commercial Bid) shall be submitted as per bid details given in the RFP.

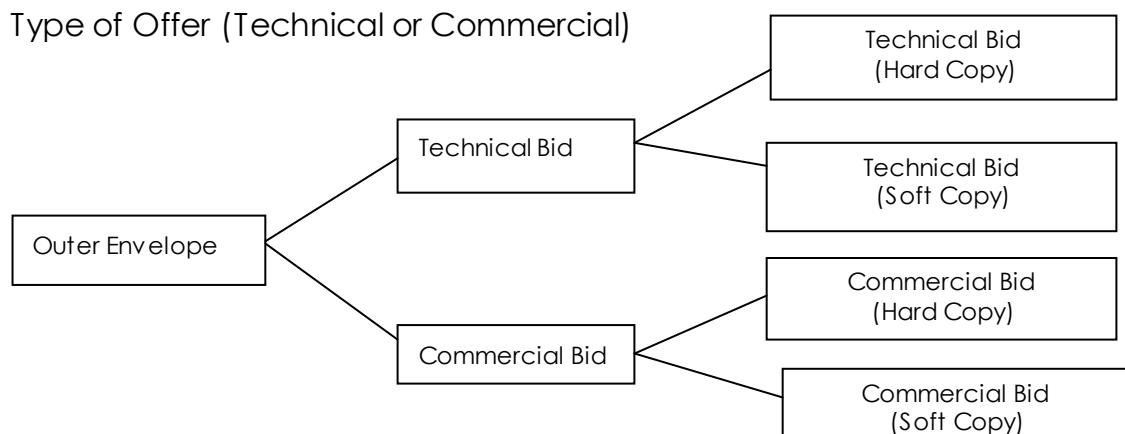
Sealed separate envelopes carrying Technical Bid and Commercial Bid along with the soft copies should be kept in a single sealed outer cover duly sealed and super-scribed "Supply, Installation, Commissioning & Maintenance of HSM" as per the below mentioned diagram and as per bid details given in the RFP.

The bids (along with soft copy) shall be dropped/submitted at UCO Bank's address given in Bid Detail- Control Sheet Table, on or before the date specified therein.

The bids shall be dropped / submitted at UCO Bank's address given in the above Bid Detail- Table, on or before the date specified therein

All envelopes must be super-scribed with the following information:

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



The Eligibility/Technical Offer should be complete in all respects and contain all information asked for, in the exact format of eligibility / technical specifications given in the RFP, **except prices**. The Eligibility / Techno functional offer must not contain any price information. UCO BANK, at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

The Commercial Offer (Hard Copy) should contain all relevant price information and should not contradict the Technical Offer in any manner.

Note:

- If the outer cover / envelop are not sealed & superscribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.
- If any inner cover / envelop of a bid is found to contain both Eligibility/ Technical & Commercial Bids then that bid will be rejected summarily.
- If any outer envelope is found to contain only the technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
- The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders.
- Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

24. Documents constituting the Bid

The Eligibility/Technical bid must be made in an organized and structured manner in the following form:

- a. Table of Contents (Index)
- b. Tender Forwarding Letter (Annexure – A)
- c. Compliance to Eligibility Criteria (Annexure – B) - Along with all required documentary evidence.

- d. Techno Functional Compliance (Annexure - C)
- e. Not bound to Accept Lowest Bid (Annexure-D)
- f. Earnest Money Format (Annexure-E)
- g. Manufacturer's Authorization Letter (Annexure-F)
- h. Commercial Format (Annexure – G)
- i. Service Centre Details (Annexure-H)
- j. Additional Functionalities (Annexure -I)
- k. No Deviation (Annexure-J)
- l. Declaration for Non Bankruptcy (Annexure-K)
- m. Prebid Format (Annexure-L)
- n. Performance Bank Guarantee (Annexure-M)

The Bidder should enclose a copy of the Masked Commercial Bid (as per the format provided in Annexure-G) without the prices (please put 'XXX' mark wherever prices are quoted) along with other bid documents for evaluation purpose.

Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.



Part –III : BID OPENING AND EVALUATION CRITERIA

There would be Three (3) stages for evaluation process.

The Stages are:

- I) Eligibility Criteria Evaluation
- II) Technical Evaluation
- III) Commercial Evaluation

The Bank will open the technical bids, in presence of bidders' representative(s) who choose to attend, at the time and date mentioned in Bid document on the date and venue mentioned in control sheet. The bidder's representatives who will be present shall sign the register evidencing their presence / attendance.

1. Eligibility Evaluation:

The Eligibility would be evaluated first for the participating bidders. The bidders, who would qualify all Eligibility Criteria as mentioned in **Part-1, Clause 3**, will be shortlisted for the Technical bid evaluation.

2. Technical Evaluation:

2.1 A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening. During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter / fax / e-mail seeking clarification / explanation.

a. Bank will examine the bids to determine whether they are complete, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bid documents are generally in order.

b) Compliance to Bidders' Qualification Criteria stipulated in Annexure I of the RFP.

c) Compliance to Technical Requirement stipulated in the 'Hardware Specifications for HSM/ device', duly supported by documentary evidence will be evaluated in detail.

PART –IV -SCOPE OF WORK

1. Scope of Work

UCO Bank intends to engage vendor for Supply, Installation and commissioning of HSM. The selected bidder will be required to undertake the following services:

1. As per PCI DSS Standards, HSM is required for managing hardware devices at Bank's UPI Server Locations to enable UPI Transactions. Bank shall provide access to their HSM for Key Management.
2. HSM is required for driving UPI Transaction flow for encryption & decryption. The HSM (Hardware Security Module) should be compatible with our UPI Application Web Server Solution developed by M/s LCode Technologies Ltd.
3. The main purpose of HSM will be UPI Transaction Encryption & Decryption. If deployed HSM becomes faulty/ malfunctions, it would be the responsibility of the vendor to get it repaired or replaced at the earliest (Max. within 7 days).
4. Bidders may be called to perform demonstration of solution at Technical evaluation stage.
5. The scope of work shall broadly cover end to end supply, installation, commissioning and maintenance of the HSM Module at both DC & DR sites of UCO Bank.
6. The identified vendor has to provide warranty support for the HSMs for 3 years from the date of Installation and post warranty AMC support for next 2 years.
7. The bidder has to approach **M/s LCode Technologies Ltd.** along with HSM and its SDK and technical specifications. The concerned vendor of UPI Solution will examine the proposed HSM which is compatible to Bank's UPI solution/Software and will certify that they are ready to make necessary modifications in the existing customer enrolment and transaction applications to make it compatible with the said HSM (make and model to be mentioned specifically in the document) within a period of 30 days (from date of declaration of L1).
8. The cost of modifications or customization in the software will be borne by the bidder. If the bidder changes the model of the HSMs during the currency of the rate contract, bidder has to re submit the necessary certificate for the new model and undertake the necessary modifications in the software (if required) with **M/s LCode Technologies Ltd.** at his/her own cost within a reasonable time mutually agreed between the bank and the bidder without affecting the services.

PART-V

1. Order details

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

2. Schedule of Implementation

The selected bidder has to manage the end to end Supply, Installation, Commissioning & Maintenance of the HSMs solution at both DC & DR sites of UCO Bank.

3. Compliance with all Applicable Laws

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 tender 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 occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/permissions/licenses: 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 the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from 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 obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the vendor.

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).

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.

4. Warranty

The selected bidder should provide **three years** comprehensive onsite Supply, Installation, Commissioning & Maintenance of HSM. The period of warranty will start from the date of **commissioning & go live** of the HSM Module. All the goods and services quoted in response to this Request for Proposal shall have an onsite warranty. The scope of onsite warranty shall be covered for **3 years** from the date of commissioning and **2 years** for the AMC for subsequent years (**i.e. 4th and 5th year**). Commercial Bid evaluation will be done including AMC charges for a total of **5 years** taken together.

In case of breach in this case, the obligations under warranty shall stand void.

5. Annual Maintenance Contract

The vendor should also quote separately for AMC at site for the **4th & 5th** years for HSMs from the date of expiry of warranty. The AMC rate should not be more than **8%**. For Hardware Security Module, Vendor should undertake to provide maintenance support at agreed rates and arrange for spare parts for a minimum period of **5 years (3 Years Warranty + 2 Years AMC)**. Comprehensive Annual Maintenance Contract has to be entered separately with the bank, for this purpose.

The bidder shall provide support services for **24x7 hrs** with 24 hrs response time and also have to execute Master AMC Agreement with the Bank without any exception. In case of replacement of any part of the equipment, the same shall be done at the earliest (Max. within 7 days).

6. Delivery

The HSM should be delivered within **3 weeks** from date of placing the Purchase Order

7. Payment Terms

The payment will be released to the vendor as per the following payment schedule:

For Hardware (HSM)

- a. 70% of the Hardware Cost will be paid on the delivery of Hardware (HSM)
- b. 20% of the Hardware Cost will be paid after the successful installation of the HSM.

c. 10% of the Hardware Cost will be paid after the **3 months** of the Go-Live

For AMC (Annual Maintenance Contract)

The payment towards the AMC charges for the maintenance of the HSM Devices will be paid on quarterly basis in arrears. Payment will be released within 30 days of the receipt of correct invoices along with the necessary documents/certificates duly signed by the authorised Bank officials.

In case of delayed delivery or incorrect delivery or partial delivery, then date of receipt of the correct and final component shall be treated as delivery date for penalty and other calculation

8. Paying Authority

The payments as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, UCO Bank, Head Office- Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc.

9. Uptime

The selected bidder shall guarantee an uptime of **99.9%** for the HSM Device which shall be calculated on monthly basis. The 'Uptime' is equal to total contracted hours in a month less Downtime. The 'Downtime' is the time between the time of report by the Bank and time of restoration of service within the contracted hours. 'Restoration' is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same. For SLA purpose a month will be treated as 30 days. If the bidder fails to maintain guaranteed uptime on monthly basis, Bank shall impose penalty. If the uptime is below **97.5 %**, the Bank shall have full right to terminate the contract under this RFP.

Calculation of uptime will be done on monthly basis as per following criteria.

$$\% \text{ of uptime} = \frac{[\text{Total Minutes (24X7 basis) in Month} - \text{Total Downtime in Minutes (24X7 basis) in Month}] \times 100}{[\text{Total Minutes (24X7 basis) in month}]}$$

10. Penalty

The Bank shall have the right to impose penalty on vendor as under:

- In case of late delivery of equipment by the vendor, 1 % per week of the value of undelivered portion of the purchase order after 3 weeks from the date of order, subject to maximum of 10% of the undelivered portion of the equipment.

- In case of any problem in the HSMs, it should be rectified in maximum 2 working days. Failure to do so will attract penalty @1% of AMC charges per hour subject to maximum of 25% of AMC charges will be recovered from the vendor.
- During warranty period failure to do so will attract penalty @ 1% of the purchase rate of the items per week subject to maximum 10%. This penalty amount may be discounted for any of the future payments to the bidders or from the EMD kept as performance bank guarantee with the bank.
- The purchaser is entitled to deduct the penalty from the purchase price or any other amount, which is due to supplier from this contract, or any other contract or by invoking the Bank Guarantee.

11. Insurance

The Hardware Security Module supplied under the contract shall be fully insured till delivery at designated places by the bidder against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. Bank will not be responsible for any loss to bidder on account of non-insurance to any equipment or services

12. Liquidated Damage

Notwithstanding The Bank's right to cancel the order, liquidated damages at 0.5% (Half percent) of the contract price per week will be charged for every week's delay in the specified delivery schedule. The Liquidated Damages including Service Level Penalties would be subject to a maximum of 10% of the total project cost. The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder

13. Force Majeure

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

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics,
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area,

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank

shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above.

14. Contract Period:

The Period of contract is initially **for 5 years** from the date of signing of contract which may be further extended at agreed prices based on the satisfactory performance of the Bidder at the sole discretion of the Bank. 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 **Two (02) months' notice** without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection.

15. Service Level Agreement

The selected bidder will be required to sign the Service Level Agreement with the Bank within 15 days of the acceptance of the Purchase Order.

16. Completeness of the Project

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

17. Acceptance Testing

The Bank will carry out the acceptance tests as per Scope of work Part IV supplied & implemented by the selected bidder as a part of the Project. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products and the vendor would need to provision insurance of those items till successful acceptance. The Bank at it's' discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests at the relevant sites in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.

In case of any discrepancy in the hardware / software supplied, the Bank reserve the right to terminate the entire agreement in case the Vendor does not rectify or replace the supplied hardware/software and the Vendor shall take back Vendor equipment at Vendor's costs and risks. The Bank have the right to reject the 'Vendor Supplied Equipment' and to seek free replacement or repair of the equipment or defective components thereof till the completion of acceptance test and obtaining final acceptance certificate from the Bank.

18. Order Cancellation

The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- Delay in commissioning / implementation / testing beyond the specified period.
- Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the 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.
- Vendor should be liable under this section if the contract / purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO.

19. Indemnity

Vendor shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives.

The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notify the vendor in writing immediately on becoming aware of such claim, (ii) the Vendor has sole control of defence and all related settlement negotiations, (iii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and (iv)

the Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation.

Vendor shall be responsible for any loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.

Vendor should take full responsibility for its and its employee's actions.

The vendors should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the vendor with Laws / Governmental Requirements
- IP infringement
- Negligence and misconduct of the Vendor, its employees, and agents
- Breach of any terms of RFP, Representation or Warranty
- Act or omission in performance of service.

Indemnity would be limited to court; tribunal or arbitrator 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 shall not indemnify the Bank for

- (i) Any loss of profits, revenue, contracts, or anticipated savings or
- (ii) Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and service providers of the Bank would be considered as a "direct" claim.

20. Publicity

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

21. Privacy & Security Safeguards

The selected bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location. The Selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Selected bidder shall also ensure that all subcontractors who are involved in

providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Selected bidder under this contract or existing at any Bank location.

22. Technological Advancements

The Selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time.

23. Guarantees

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management of the Supply, Installation and Maintenance of Mail Messaging System for Central Location scope as defined under this document, are licensed and legal. All hardware and software must be supplied with their original and complete printed documentation.

24. Resolution of Disputes

The Bank and the supplier Vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the Vendor, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project director and Vendor project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately refer the dispute to the senior authorised personnel designated by the Vendor and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorised personnel designated by the Vendor and Bank, the Bank and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. The award of the Arbitrator shall

be final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Kolkata.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

This RFP document shall be governed and construed in accordance with the laws of India. The courts of Kolkata alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

25. Exit Option and Contract Re-Negotiation

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;
- Delay in offering;
- Delay in commissioning project beyond the specified period;
- Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
- Serious discrepancy in project noticed during the testing;
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- Serious discrepancy in completion of project.
- Serious discrepancy in maintenance of project.

In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Selected Bidder.

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.

As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly,

The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.

The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder 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 6 to 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 Selected Bidder 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 Selected Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

26. Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

"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

"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.

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.

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.

27. Right to Alter Quantities

The current requirement of Bank for HSM Devices is 2(Two) numbers only. However, Bank reserves the right to alter the number of hardware devices as specified in the tender document in the event of changes in plans of Bank or for Bank sponsored RRBs. Bank reserves the right to place the order for the additional number of HSM devices at the agreed price during the contract period with the same terms & conditions.

28. Termination

The Bank shall be entitled to terminate the agreement with the selected bidder at any time by giving **ninety (90) days** prior written notice to the selected bidder.

The Bank shall be entitled to terminate the agreement at any time by giving notice if:

- The Selected bidder breaches its obligations under the scope document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice.
- The Selected bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved. The Selected bidder shall have right to terminate only in the event of winding up of the Bank.

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

Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

29. Termination for Insolvency

The Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank

30. Effect of termination

The Selected bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

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

Same terms (including payment terms) which were applicable during the term of the contract/ purchase order should be applicable for reverse transition services.

The selected bidder agrees that after completion of the Term or upon earlier termination of the assignment the selected bidder shall, if required by the Bank, continue to provide maintenance services to the Bank at no less favorable terms than those contained in this scope document. In case the bank wants to continue with the selected bidder's services after the completion of this contract/ purchase order then the selected bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.

The Bank shall make such prorated payment for services rendered by the selected bidder and accepted by the Bank at the sole discretion of the Bank in the event of clause of termination, provided that the Selected bidder is in compliance with its obligations till such date. However, no payment for "costs

incurred, or irrevocably committed to, up to the effective date of such termination" will be applicable to selected Bidder. There shall be no termination compensation payable to the selected bidder.

Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the selected bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision Selected Bidder hereof which is expressly intended to come into force or continue in force on or after such termination.

31. Arbitration

All dispute or differences whatsoever arising between the Selected bidder and the Bank out of or in relation to the construction, meaning and operation, with the Selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.

Work under the Contract shall be continued by the Selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due to payable by the Bank, to the Selected bidder shall be withheld on account of the ongoing arbitration proceedings, if any unless it is the subject matter or one of the subject matters thereof. The venue of the arbitration shall be at KOLKATA, INDIA.

32. Applicable law & Jurisdiction of court

The Contract with the Selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Kolkata (with the exclusion of all other Courts).

33. Performance Bank Guarantee

The selected bidder, within 15 days from the date of purchase order will have to furnish a Performance Bank Guarantee, format as Annexure A, issued by any scheduled commercial bank equal to **10% of the order value valid for 63**

months from the date of purchase order. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.

The Performance Bank Guarantee shall act as a security deposit and either in case the prime vendor is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Prime Vendor is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD on Delivery and installation.



(Tender offer forwarding letter)**Tender Ref. No.: UCO/DIT/138/2016-17****Date: XX/XX/2016****The**

**Deputy General Manager (IT)
BPR & BTD (eBanking, mBanking)
UCO Bank,
Department of Information Technology (DIT),
Head Office II, 5th Floor 3 & 4 DD Block,
Sector -1, Salt Lake City, Kolkata -700064**

Dear Sir,

**Sub: Your RFP for "Supply, Installation, Commissioning & Maintenance of HSM."
RFP Ref No. UCO/DIT/138/2016-17 Dated 30/04/2016**

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for Supply, Installation, Commissioning & Maintenance of HSM and will be Providing Services mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by The Bank we undertake to Supply, Installation, Commissioning & Maintenance of HSM and Provide Services as per your purchase orders.

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

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

We understand that The Bank is not bound to accept the lowest or any offer the Bank may receive. We also certify that we have not been blacklisted by any PSU Bank/IBA/RBI during the last five years and also at the time of bid submission.

We enclose the following Demand Drafts/Pay Orders:

1. DD No. _____ dated _____ for **Rs 5,000/- (Rupees Five Thousand Only)** as Cost of RFP Document &

2. BG No. _____ dated _____ for **Rs 2,00,000/- (Rupees Two Lacs only)** as EMD.

Both DD & BG are issued in favour of **UCO BANK** by.....Bank
..... Branch payable at Kolkata.

Dated this __ day of ____ 2016

Signature: _____

(In the Capacity of) _____

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



Eligibility Criteria Compliance

Sl. No.	Criteria	Proof of documents to be submitted	Compliance (Yes/No)
1.	Bidder should be a Company/ Proprietorship Firm dully registered in India under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932 with an established setup in India.	Copy of valid Registration Certificates or Certificate of Incorporation (whichever applicable) should be submitted.	
2.	The Bidder should have a minimum annual turnover of Rs 2 Crores per year during last three financial years i.e 2012-13, 2013-14 and 2014-15.	Copy of the audited balance sheets of the company showing turnover of the company should be submitted or a CA Certificate with CA's Registration Number/ Seal in this regard to be submitted.	
3.	The bidder should have posted positive network in each of the last three financial years i.e 2012-13, 2013-14 & 2014-15	Copy of the audited balance sheets of the company showing turnover of the company should be submitted or a CA Certificate with CA's Registration Number/ Seal in this regard to be submitted	
4.	The bidder should be either Original Equipment Manufacturer (OEM) of Branded HSM or one of their authorized representatives in India.	A letter of authorization (MAF) from OEM must be furnished In case of authorized representative. The authorization letter should mention that if authorized representative fails to meet the obligation for items supplied and / or to be supplied under this tender, then OEM would be responsible for all obligations for their items	
5.	Bidder should have supplied the HSM in at least any one of the Govt. Organizations /PSU/Scheduled Commercial Banks in each of the last	Copy of Purchase Order / Reference certificate from the respective organisation along with the contact details to be submitted on the company	

	three years.	letter head.	
6.	The bidder should be engaged in supplying and providing maintenance services for HSM in India for at least 3 years	Reference Letter/ Letter of Engagement from the organisation to be submitted	
7.	The Bidder has to quote the HSM of only one OEM.	A Self Declaration in this regard to be submitted on company letter head. If the bidder will be quoting more than one OEM HSM then the bid response of the bidder will be summarily rejected by the Bank.	
8.	The bidder/OEM should be having/ establish support offices/ Support Centers/ Support Locations with necessary support infrastructure for maintenance of HSM at Bank's DC Site Bengaluru and DR site Kolkata.	The detailed list of the service centers with the contact details & complaint lodging process to be submitted by the Bidder	
9.	Bidder should not have been blacklisted/ have been debarred by any Govt. organizations/PSU/ Scheduled Commercial Bank during the last three years. The bidder shall give a declaration to this effect that they have not been black listed by any of the Govt. Authority or PSUs, as on date of submission of the tender, otherwise the bid will not be considered.	An undertaking to this effect must be submitted along with Technical Bid.	
10.	The Bidder as well as the OEM should not be involved in any Bankruptcy filing or for protection from it.	An undertaking to this effect on company letter head to be submitted as per Annexure-K	

Techno-Functional Compliance of the Bidders

S. No	Description of Requirement	Compliance (Yes/No)
1.	Make:	
2.	Model:	
3.	General Aspects:	
4.	The proposed HSM should have dual connectivity support.	
5.	The proposed HSM must be PCI-HSM 2.0 Certified.	
6.	The proposed HSM must be FIPS140-2 Level 3 Certified.	
7.	The proposed HSM should support SHA-256 RSA 2048 Format	
8.	Capable of translating up to 1600 PIN triple DES Pin block Per second and minimum of 140 PIN triple DES Pin block Per second	
9.	It should support multi-threading so as maximum performance can be achieved.	
10.	It should support following Crypto Graphic Standard: DES and Triple DES Algorithms - Provide PIN encryption, PIN Authorization and message authentication capabilities.	
11.	Capable to support DES and 3DES KEY lengths 112 bit, 168 bit	
12.	The relevant security settings in the firmware should have PCI compliant values	
13.	Shipment of the HSM should be compliant as per PCI HSM requirement	
14.	End to End Pin/Password Encryption	
15.	Management facilities:	
16.	Should have GUI/CLI available with 2 factor Authentication using USB Tokens	
17.	Support SNMP	
18.	Utilization statistics - Health check diagnostic and error logs	
19.	All Features for the HSM should be enabled by default and should not require purchase of any additional license for PIN transaction Processing, EMV Processing etc.	
20.	Key Managements:	
21.	Key Block support (superset of ANSI X9.24) ,	
22.	DUKPT (DES and Triple-DES)	
23.	Security Certification:	
24.	Cryptographic module certified to FIPS: 140-2 Level 3, 46, 81, 180-3, 186-3, 198	
25.	PCI HSM 2.0 Standard	
26.	NIST SP800-20, SP800-90(A)	
27.	FIPS approved Random number generator	
28.	FIPS approved algorithms	

29.	Security features:	
30.	Tamper resistance meeting requirements of PCI HSM 2.0 & FIPS 140-2 Level 3	
31.	Detection of cover removal in addition to Alarm triggers for motion, voltage and temperature	
32.	Multiple alarm triggers for motion, voltage and temperature	
33.	Device hardening - ability to disable functions not required by the host application	
34.	Audit trails and 2 Factor Authentication for Auditor using usb tokens	
35.	Key Features:	
36.	Reporting of Authorization State identifies whether commands are Host, Console, or All	
37.	Secure Key Storage and Generation for all key types used	
38.	Reduced Key check value: 6 HEX	
39.	Encrypted decimalization table	
40.	Secure Host communication using TLS or SSL	
41.	PIN never appears in the clear outside of a tamper resistant security module as per PCI PIN security requirements	
42.	Key Entry Mechanism are protected as per PCI HSM 2.0 requirements	

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

Sir,

Reg.: RFP Ref No. UCO/DIT/138/2016-17

Date: __/04/2016

We submit our Bid Document herewith.

We understand that

Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid.

If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.

Yours faithfully

For.....

(Signature and seal of authorized person)

Place:

Date:

यूको बैंक UCO BANK

Format of Bank Guarantee
(To be submitted as EMD)

To,

The Deputy General Manager,
IT, BPR & BTD (e-Banking & m-Banking)
UCO BANK,
Department of Information Technology,
5th Floor, 3 & 4 DD Block,
Sector-I, Salt Lake,
Kolkata – 700064

Dear Sir,

In response to your invitation to respond to your RFP for Implementation of Document Management System, M/s _____ having their registered office at _____ hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for Implementation of Document Management System and to provide related services as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our Head Office _____ hereby irrevocably guarantee an amount of **Rs. 2 Lacs (Rupees Two Lacs Only)** as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

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

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

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

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed **Rs. 2 Lacs only** (Rupees Two Lacs Only).
2. This Bank guarantee will be valid upto _____; and

3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before_____.

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

Yours faithfully,

For and on behalf of

_____ Bank

Authorised Official

Note: 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.



Manufacturer Authorisation Form

To,

The Deputy General Manager
IT, BPR & BTD (e-Banking & m-Banking)
Head Office-2
Department of Information Technology
5th Floor, 3 & 4 DD Block, Sector -1
Salt Lake, Kolkata-700 064

Dear Sir,

We (Name of the Manufacturer) who are established and reputable manufacturers of having factories at, and do hereby authorize M/s (who is the bidder submitting its bid pursuant to the Request for Proposal issued by UCO Bank on behalf, to submit a Bid and negotiate and conclude a contract with you for supply of equipments manufactured by us against the Request for Proposal received from your bank by the Bidder and we have duly authorised the Bidder for this purpose.

We hereby extend our guarantee/ warranty and AMC/ATS as per terms and conditions of the RFP Noand the contract for the equipment and services offered for supply against this RFP No..... by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No..... in respect of such equipments and services.

Yours Faithfully

Authorised Signatory

(Name:
Phone No.
Fax
E_mail)

(This letter should be on the letterhead of the Manufacturer duly signed by an authorized signatory)

Commercial Format

S.No.	Item Description	Qty.	Make & Model	Unit Cost	Applicable Tax Type & %	Applicable Taxes (in Rs)	Total Taxes
1	HSM device as per generic configuration given in Annexure –III with three years comprehensive warranty.	2 Nos (1 at DC & 1 at DR Site)					
2	Annual Maintenance Support	1st Year AMC					
		2nd Year AMC					
3	Total Cost of Ownership (TCO)						

Note:

1. The AMC rate should not be more than 8% of final rates for HSMs and the bidder shall be required to quote the rate applicable for 2 years for HSMs after the expiry of warranty period.
2. VAT/CST and service Tax would be paid extra at actual on submission of relevant invoice and proof.
3. No increase in costs, duties, levies, taxes, charges, etc. irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, shall be admissible during the currency of the contract.
4. Bidders should strictly quote in the format and for periods as mentioned above.
5. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid
6. The actual cost of Octroi will be reimbursed as applicable.

Service Support Centre Details
(To be given by the bidder on Company Letter Head)

S.No.	Location	Address	Name of the Person	Contact No.
1	Kolkata			
2	Bengaluru			

Place:
Date:



Authorised Signatory
Name:
Stamp:

List of Additional Functionalities being offered as part of the Solution, without any Additional cost module wise.

Sl. No.	Module	Functionality
1		
2		
3		
4		
5		
.		
.		
.		
.		

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CERTIFICATE OF CONFORMITY/ NO DEVIATION
{To be filled by the bidder}

To,

Deputy General Manager
IT, BPR & BTD (eBanking & mBanking),
Department of Information Technology,
3&4 DD Block, Slat Lake,
Kolkata- 700064

CERTIFICATE

This is to certify that, the specifications of Hardware & Software which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -

Date:

Place:

Undertaking for Non - Bankruptcy
To be submitted by the Bidder on company letter head

To,

The Deputy General Manager
IT, BPR & BTD (e-Banking & m-Banking)
Head Office-2
Department of Information Technology
5th Floor, 3 & 4 DD Block, Sector -I
Salt Lake, Kolkata-700 064

Dear Sir,

In response to your RFP Ref. No. UCO/DIT/138/2016-17 dated 30/04/2016 for Supply, Installation, Commissioning & Maintenance of HSM as an Owner/ Partner/ Director/ Auth. Sign. of_____, I/ We hereby declare that presently our Company/ firm_____, at the time of bidding,:-

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.

i) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _

Place:



Format for Prebid Queries

The queries should be submitted by the bidder as per below given format by prospective bidders preferably in excel sheet.

S.No.	Page No./ Point No	RFP Clause	Queries by the bidder	Justification (if any)



PROFORMA FOR PERFORMANCE GUARANTEE
(To be stamped in accordance with the stamp act)

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "Purchaser") having agreed to exempt M/s **(Name of the Selected bidder Company)** a Company incorporated under the Companies Act, 1956 having its registered office at **(Address of the Selected bidder company)** (hereinafter called "SELECTED BIDDER") from the demand, under the terms and conditions of Purchaser's Letter of Intent bearing no.dated issued to the Vendor (hereinafter called "Purchase Order") in pursuance of Request For Proposal no. -----as modified, of security deposit for the due fulfillment by the VENDOR of the Terms and conditions contained in the Purchase Order, on production of a Bank Guarantee for Rs....(Rupees.... Only).

We,..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "Bank") at the request of [VENDOR] do hereby undertake to pay to Purchaser an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by Purchaser by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.

2. We[indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from Purchaser stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We undertake to pay to Purchaser any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

4. We, [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said

Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said have been fully paid and its claims satisfied or discharged or till Purchaser certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We [Indicate the name of bank ISSUING THE GUARANTEE] further agree with Purchaser that Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time to time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.

7. We, [Indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of Purchaser in writing. Notwithstanding anything contained herein:

- i) Our liability under this Bank Guarantee shall not exceed Rs....(Rupees.....) only.
- ii) This Bank Guarantee shall be valid upto and
- iii) 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 (date of expiry of Guarantee including claim period).

8. Dated the day of for [Indicate the name of Bank]

NOTE:

- 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. Bank 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.

***** END OF THE RFP DOCUMENT *****