

Request for Proposal (RFP)
For
Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions (Re-tendering)



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/2374/2016-17 Date: 27/02/2017

Cost of the RFP document: - ₹ 10,000/- (Rupees Ten Thousand only)

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/hosted in the Bank's website 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 Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions (Re-tendering). It should not be reused or copied or used either partially or fully in any form.

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BID Control Sheet

Tender Reference	UCO/DIT/2374/2016-17 Dated 27.02.2017
Cost of Tender documents	Rs.10,000/- (Ten Thousand)
Date of issue of RFP	27.02.2017
Earnest Money Deposit (EMD)	Rs.10,00,000/- (Ten Lacs only) (in the form of Bank Guarantee)
Date of commencement of sale of tender document	27.02.2017
Last date for submitting queries for the Pre-bid Meeting	07.03.2017
Pre-Bid meeting /Venue	08.03.2017 at 11:30 AM, Head Office-2 Department of Information Technology 5th Floor, Conference Room, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064
Last Date and Time for receipts of tender bids	20.03.2017 at 3:00 PM
Opening of technical bids	20.03.2017 at 3:30 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 : 033-4455 9023/9775 Fax : 03344559063
Contact Person	Mr. Manoj Kumar Sahu 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. Objectives

The Bank has taken a number of security initiatives including Periodic IS Audits, Disaster Recovery Drills etc. These initiatives have served the purpose of maintaining the basic level of security in the Bank. In the light of increasing risks, the Bank seeks to manage risks on a continuous basis and in a more sophisticated, systematic and professional manner. Towards achieving this and to ensure that customer enjoy the complete benefits of these services and to protect customers data going to the wrong hands, Bank intends calling the bids from the reputed, experienced and dynamic Service Providers/ System Integrators and Original Equipment Manufacturers (OEMs) to Implement Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions for providing additional authentication/validation for use of Card on internet for online transactions. For all such on-line card not present transactions, authentication/validation should be based on information which is not visible on the cards. The authentication feature should meet all guidelines as prescribed by the Reserve bank of India (RBI), Govt. of India and the payment card brand such as VISA/MASTER CARD/NPCI/RuPay Card to which the Debit cards are being affiliated to handle security issues. Currently Bank is issuing VISA & RuPay Debit Cards. In future Bank may issue Credit & Pre-Paid card of VISA/Master/RuPay or any payment system.

The bidder should provide the required hardware, software, communication equipments, bandwidth etc. for the successful implementation of the proposed solution. The solution shall be implemented in UCO Bank as well as Bank's Sponsored RRB's i.e Bihar Gramin Bank and Paschim Banga Gramin Bank. The address of Bank's existing switch Data Centre is "Euronet Services India Pvt. Ltd, C/o Reliance Communication Ltd, Euronet Cage, SH-1, 1st Floor, IDC-1, Dhirubhai Ambani Knowledge City, Koparkhairane, Thane Belapur Road, Navi- Mumbai, Maharashtra, India- 400709". The address of Bank's Switch Disaster Recovery is "Euronet Services India Pvt. Ltd, C/o Netmagic Solutions Pvt Ltd, Euronet Cage, Server Hall 1, 1st Floor, No 67, P.H.Road, Velappan Chavadi ,Chennai, Tamilnadu, India-600077.

3. Eligibility Criteria

The eligibility criteria are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. Document in support of all eligibility criteria are required to be submitted.

Sl. No.	Criteria	Proof of documents to be submitted
1	Bidder should be a registered company in India under Companies Act 1956. Bidder should be in operation in India for minimum of three years.	Copy of the Certificate of Incorporation and Certificate of Commencement of Business to be submitted.
2	The bidder submitting the offer should be having a turnover of minimum Rupees 10 Crore per year during last three years i.e. 2013-14, 2014-15 and 2015-16. This must be the individual company turnover and not of any group of companies.	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three years.
3	Bidder should have reported profit in any two of the last 3 financial years (2013-14, 2014-15 and 2015-16).	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three years.
4	Bidder should have direct authorisation from the Original Equipment Manufacturer (OEM) for selling and supporting the solution offered.	Copy of the certificate of OEM to be submitted. Also, an affidavit from the OEM side has to be submitted to the bidder stating that in case the bidder backs out from the service, the OEM itself will continue the operation.
5	Bidder/OEM should be in the process of implementation or should have implemented and continuing the proposed solution and services for SOCCT system for VISA and RuPay cards in any of the schedule commercial Banks in India.	Copy of Purchase Order and Satisfactory letter from the Bank mentioning the proposed solution should be submitted.
6	The hosted solution offered by the bidder should be PCI-DSS and PA-DSS certified and bidder must submit the proof of audit certificates in that respect. However, solution should have undergone third party penetration testing/ vulnerability assessment and ethical hacking test.	Necessary updated certificate in this regards should be enclosed.
7	The bidder/OEM should have 24*7 customer support centre in India to	The bidder should submit required proof mentioning

	provide support to Bank's team as well as customers from the proposed solution.	strength of the support staff.
8	Bidder should have experience of migration from existing system and having support for VISA/Master/RuPay cards to new system.	Bidder must submit the certificate of such migration along with the bid document.
9	The bidder & OEM should not have been blacklisted by any Govt./Govt. Agency/Bank(s)/Financial Institutions in India in the past as on RFP submission date.	The bidder/OEM has to submit an undertaking to this effect on their Company's Letter Head.

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.

4. Projection

Sl. No.	Details	Figure (Approx.)
1	Card Base of the Bank	85 lac
2	Cards Registered for e-Com transactions	7-8 Lac
3	Current Transaction per Month	7-8 lac

Expected increase of 10-15 % transactions per month.

The above figure is indicative only.

Part –II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS

1. Invitation for Bids

UCO Bank invites sealed tenders comprising of Eligibility Bid, Technical bid and Commercial bid from experienced prospective bidders having proven capabilities for providing Security System for Online Card Transactions (SSOCT). The prospective bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not be acceptable to UCO Bank. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

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 10,000/- (Rupees Ten 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.10,000/- (Rupees Ten Thousand Only)** in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata, at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

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
Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions (Re-tendering)	Rs. 10,00,000/-

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:

- If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- 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
- The bidder violates any of the provisions of the terms and conditions of this tender specification.
- 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.

The Bank details for Bank Guarantee (EMD) are as below:

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

5. Rejection of the Bid

The Bid is liable to be rejected if:

- a. The document does not 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 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. The Pre-Bid Meeting date is 08/03/2017 at 11:30 AM.

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 date of commercial bid opening.

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. 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.

22. SUBMISSION OF OFFER – THREE BID SYSTEM

Separate Eligibility, Technical and Commercial Bids along with the soft copies duly sealed and superscribed as "Eligibility Bid", "Technical Bid" and "Commercial Bid" respectively should be put in a single sealed outer cover duly sealed and super-scribed "Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions using Debit card (Re-tendering) (Eligibility Bid)", "Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions using Debit card (Re-tendering) (Technical Bid)" and Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions using Debit card- (Re-tendering) (Commercial Bid) shall be submitted as per bid details given in the RFP.

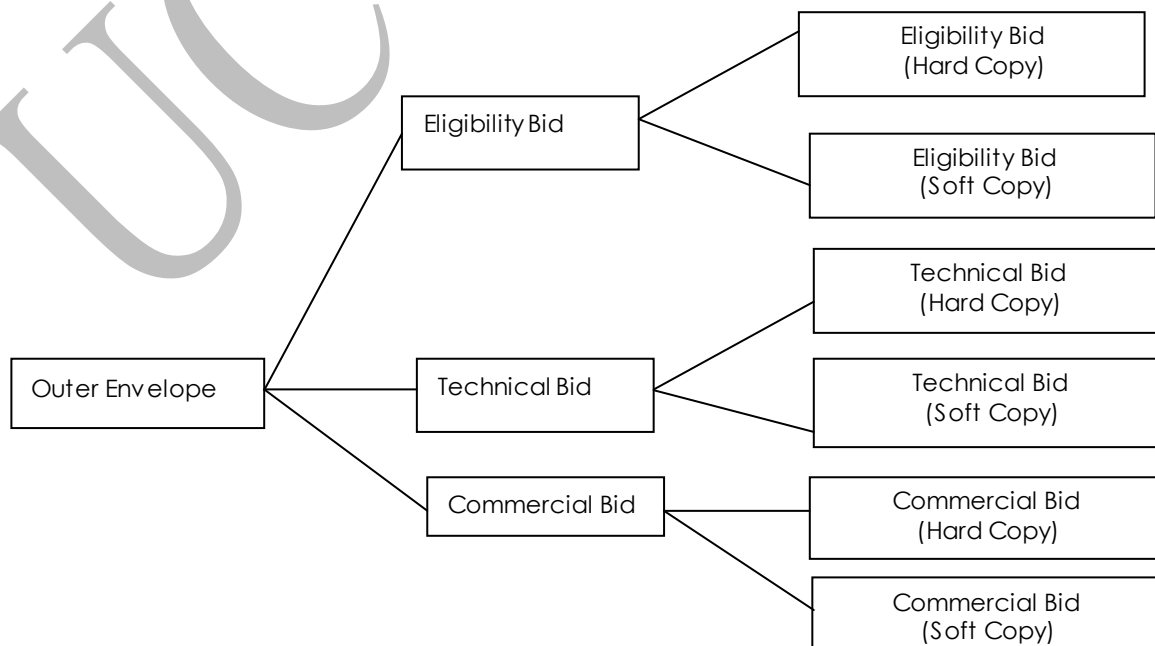
Sealed separate envelopes carrying Eligibility Bid, Technical Bid and Commercial Bid along with the soft copies should be kept in a single sealed outer cover duly sealed and super-scribed "Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions using Debit card (Re-tendering)" 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 and Technical Offer should be complete in all respects and contain all information asked for, in the exact format of eligibility and technical specifications given in the RFP, **except prices**. The Eligibility and Techno functional offers 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.

The Bidders whose Price Bid (indicative) have not been rejected / disqualified by the Bank will be asked to participate in the reverse Auction, which will be conducted for determining the L1 vendor separately for each item. The business rules, term and conditions of the Reverse Auction process will be provided to such short listed bidders in due course. Bidders have to comply with the procedure prescribed by the vendor appointed by the Bank for e-tendering / reverse auction. The technically qualified bidders will also be advised about the date of the reverse auction and date of training for this purpose.

All pages and documents in individual bids should be numbered as page no. – (Current page number) of page no. – (Total page number) and should contain tender reference number and Bank's name.

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.

23. Documents constituting the Bid

The Eligibility and Technical bids 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. General Details of Bidders(Annexure - C)
- e. Proforma for Performance Guarantee (Annexure-D)
- f. Letter to the DGM (Annexure –E)
- g. Format of Bank Guarantee (Annexure – F)
- h. Proforma for Deed of Indemnity (Annexure – G)
- i. Format of Pre-bid queries submitted by the Bidders (Annexure –H)
- j. Technical bid template (Annexure –I)
- k. Commercial Format (Annexure – J)
- l. Masked Commercial Bid (Annexure-K)
- m. Undertaking by the Bidder (Annexure – L)
- n. Pre Contract Integrity Pact (Annexure-M)
- o. Non-Disclosure Agreement (Annexure-N)

The Bidder should enclose a copy of the Masked Commercial Bid (as per the format provided in Annexure-K) 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:

The Technical evaluation will be done on the basis of comply chart provided by bidder as per Scope of work in Part IV.

RFP technical evaluation methodology that UCO BANK would adopt is as given below:

- i. The functional and technical requirement is in the form of a table which is given as **Annexure-“I”** containing the required functionality features.
- ii. The bidders should provide their response to the questionnaire in the column “Response”.
- iii. The Response should be as per the table below.

Scale	Description
S	Standard: Required features readily available and to be provided by the bidder.
C	Customization Required: The bidder will provide the customisation within the time schedule of the Implementation of the solution at no extra cost to the Bank.
U	Unavailable: Functionality is not available and will not be provided by the bidder.

Basis for evaluation:

Each line item in the functional and technical requirement mentioned in **Annexure-“I”** carries 10 marks.

- ii). Marks will be allotted against the responses to each of the point mentioned as per the following marking pattern:

Scale	Description
10	S- Standard feature
5	C – Customization required.
0	U-Unavailable

- iii.) The marks allotted to the responses of the Prime Vendor after carrying out above step would be reduced to a scale of 1 to 100 as under:

$$\frac{\text{Total marks obtained}}{\text{Max. Possible marks}} \times 100$$

Bank's decision in respect to evaluation methodology and short-listing bidders will be final and no claims whatsoever in this respect will be entertained.

The Prime Vendors need to achieve a cut-off score of **75%** marks in order to be eligible for Commercial bidding.

Non-compliance of any point in scope of work and technical requirements as per Annexure-I will lead to rejection from the further bidding process. After technical evaluation commercial bids of only technically qualified bidders will be opened.

3. Commercial Evaluation/Reverse Auction

The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in **Annexure “J”**. The commercial offer should consist of comprehensive Cost for required solution. Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid.

The Bidders whose Price Bid (indicative) have not been rejected / disqualified by the Bank will be asked to participate in the reverse Auction, which will be conducted for determining the L1 vendor separately for each item. The business rules, term and conditions of the Reverse Auction process will be provided to such short listed bidders in due course. Bidders have to comply with the procedure prescribed by the vendor appointed by the Bank for e-tendering / reverse auction. The technically qualified bidders will also be advised about the date of the reverse auction and date of training for this purpose.

Bank reserves its right to open the indicative price bids of all the technically qualified bidders before the reverse auction process to arrive at the opening price (start price) for the Reverse Auction. However there would be no compulsion on the part of the Bank to necessarily accept these prices as Bench Mark for determining the Start Bid price and the Bank may at its discretion use any other process / methodology to determine the Start Bid Price and decrement price without having to disclose the basis to the Bidders.

On completion of the Reverse Auction, the Bank will evaluate the resultant price for each item for respective group which will get precedence over the price offered in the indicative price bid submitted by bidders. The L-1 bidder will be determined on the basis of the lowest price quoted / offered in the Reverse Auction for each item.

Commercial Bids of bidders, who qualified in the technical evaluation stage, will be considered for participation in commercial Bidding. After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail. Detailed Criteria for evaluation of Commercial Bid is furnished in **Annexure "J"**.

- 3.1 The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
- 3.2 In case there is a variation in value between numbers and words; the value mentioned in words would be considered.
- 3.3 The Bidder needs to provide Unit costs for components and services; unit rates with applicable taxes would be considered for the TCO purposes.
- 3.4 In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

Part - IV

Scope of Work

- All the said components of the proposed solution should operate efficiently and such components are expected to have, but not limited to, the functionalities as listed below.
- The solution should accept Debit / Credit /Pre-Paid cards (Visa, MasterCard, Maestro and RuPay) in addition to internet banking / Mobile Banking/Mobile wallet transactions done through various channels like Internet, Mobile phone etc. The Bank will use existing tie-up with aggregators for acquiring Internet Banking/Mobile Banking/Wallet transactions.
- The Selected bidder should have its set-up Production and Disaster Recovery and should support Business Continuity Plan (BCP). For connecting with Bank' switch centre DC & DR sites, Bidder can provide MPLS / Lease line connectivity.
- The selected bidder should carry DR Drill of the system as per the guideline of payment systems or atleast once in Six months.
- The solution should be scalable and should comply with international standards like PCI DSS etc. and domestic standards specified by regulatory authorities like RBI / NPCI / Cert-In/Ministry of Finance or any other Government guidelines issued from time to time.
- The solution should interface with Visa/MasterCard/NPCI or any other interchange as desired by the Bank and have a direct interface to the Bank's debit/credit/Pre-Paid card host without any additional cost to the Bank.
- The solution should be provided for Verified by Visa/Master Card/RuPay Pay Secure authentication of ecommerce transactions initiated from the cards issued by the Bank.
- It should support all debit/credit/prepaid cards of Visa / MasterCard / RuPay etc. issued by the UCO Bank as well as cards issued by the RRB's sponsored by the Bank i.e. Bihar Gramin Bank & Paschim Banga Gramin Bank.
- The bidder will be single point of contact and need to coordinate with the Bank's switch vendor and concerned payment card brand, if necessary, for implementing the project. Bank intends to have this solution in hosted model (ASP basis). It would be the responsibility of the bidder to coordinate with ATM switch vendor for carrying out any changes, if required, at switch level to support the secure authentication.
- The selected bidder has to migrate all the registered card holders of UCO Bank/RRBs data from the existing service provider to its system within 4 weeks of LOI/Purchase Order. **The existing registered user data will be shared either by existing vendor or by Bank. The format of data sharing shall be discussed with successful bidder. The final decision of the Bank will bind on the selected bidder.**
- The selected bidder has to provide website enrolment for cardholder to register for the program.
- The selected bidder has to provide enrolment option during first time online use of debit card.

- The registration should be based on the card number, expiry date and ATM PIN to authenticate the card holder and on successful authentication, should allow the card holder to set his 3D Secure password.
- The solution should support use of ATM PIN verification mechanism to authenticate UCO Bank Cardholder during enrolment and capture user chosen password for subsequent e-Commerce purchase. OTP (One time Password) to be sent to cardholder for new registration & Subsequent Transactions.
- The solution should have captcha facility at the time of registration or at any step decided by Bank.
- The registration process as also every subsequent online transactions needs to be authenticated by an OTP sent to the customer's registered mobile number.
- The solution should provide an alert message for each successful/unsuccessful registration/transactions and change in Mobile No.
- Mobiles numbers will be stored at the Bank's end and will be used by the Bidder's application for sending wither OTP/ Password or both . Mobile No. may be stored by vendor for further OTP for transactions after authorisation from Bank.
- The solution should have the facility to upload Mobile Nos. through the portal provided to Bank & its RRBs.
- The solution should provide an option to regenerate the OTP in case the OTP is not received by the customer in the specified time. The OTP validation time should be configurable.
- OTP will be expired if used once within the active time.
- If the OTP is expired and has not been used, then cardholder should receive a different OTP from the OTP that was generated before.
- The product supplied should be capable of approving transactions for onward/inward routing and authorization through Bank's debit/credit card/Pre-Paid card switches.
- The selected bidder has to provide administrator access to Bank & its RRBs through dedicated URL to the application for performing the standard functions like cardholder enquiry, adding/ deleting cardholders, locking/ unlocking cardholder, marking a card for re-registration etc.
- The selected bidder should provide on-line Real Time Admin facility to Bank to view & download the Reports.
- The solution should provide for Reports to be customized as per mutually agreed formats.
- The selected Bidder has to provide networking equipments including point to point connectivity with fail over backup from Bidder's primary Data Centre & Disaster Recovery site to Bank's switch Centre DC and DR Site. Incase Bank migrates its ATM Switch the selected bidder has also to migrate the connectivity before switch migration process to new switch service providers DC & DR locations looking at the business continuity without any additional cost to Bank.
- The solution should be in compliance with Reserve Bank of India / Govt. of India/ CERT-in and other payments system authority guidelines.

- The Service Provider should comply with industry standards of security such as, but not limited to, Payment Card Industry Data Security Standard (PCI DSS/PA DSS) without any additional cost to the Bank.
- The solution should support session time outs, connection time outs, account locking after number of failed attempts etc.
- The selected bidder should provide helpdesk support to Bank and its customers for enquire about the transaction details etc.
- The selected bidder has to share the escalation matrix with the Bank.
- The solution should allow the administrator to monitor critical activities like – user addition, user profile changes, and parameter / configuration changes and also should be capable of triggering alerts for the same. Additionally, it should also monitor all user activities on regular basis and on any deviation alert should be triggered.
- The solution's admin interface should implement the changes on four eye principle i.e. maker checker.
- The selected Bidder should also support the requisite certifications, integration, maintenance, patching, and audit compliance, etc.
- The Bidder should ensure that the solution complies with the mandates released by interchanges such as Visa, MasterCard, and NPCI etc. and mandates set by Reserve Bank of India (RBI).
- The Bidder should get the activities and or functions audited from time to time as per the requirements of the Bank, VISA, Master Card, NPCI, Reserve Bank of India or any other statutory body, where ever applicable. Cost of such audit should be borne by the Bidder throughout the period of agreement.
- The Bidder needs to establish network connectivity through leased lines (minimum 512 Kbps) to maintain the uptime. In case of failure, the connectivity should also have a backup, from a network service provider who is different from the one providing the primary link. The costs for such connectivity from the Bidders centre to the Bank's switch has to be borne by the Bidder. A team should be earmarked for monitoring of the links 24 X 7 X 365 at Bidder's NOC. Incase Bank migrates the ATM switch, the selected bidder has to change the network connectivity without any additional cost to Bank.
- The Bidder shall be responsible for monitoring of these network/devices.
- The Bidder shall ensure that sufficient bandwidth is available to handle the transactions.
- The Bidder shall do proactive monitoring and do capacity planning at regular intervals and arrange for upgrade of infrastructure. However, there should not be any cost to the Bank for application software or network upgrade.
- The Bidder shall have to make the necessary integration and required customisation to communicate with the Bank's ATM switch or any other Switch, ATM network, Finacle Core Banking Solution or any other Core Banking Solution.
- The bidder shall have to make integration with Bank's SMS vendor for sending OTP & Other related SMSs. Bank will bear the SMS cost only. The integration cost has to be borne by selected vendor. In future if Bank changes its SMS vendor, the

selected bidder has to integrate with the new vendor without any additional cost to Bank.

- Bank may avail the facility of SMS service provider with him selected bidder has tie-up. The decision of the Bank in this regard is final.
- Selected bidder has to complete the integration with Banks existing/future systems and features, not limited to the following:
 - Banks existing ATM switch or any other switch in future (including Credit Card & Pre-Paid Card).
- The selected bidder should migrate the data of existing card holders registered for Verified by VISA & RuPay Paysecure from the Bank's existing service provider.
- The Bidder should ensure that the security and integrity of the data being migrated is maintained and no data loss occurs.
- The cost for migration / integration from the Bank's existing service provider shall be borne by the selected Bidder.
- Bank should have real time access to transactional and customer data.
- Selected bidder has to provide training about the system & its functionality.
- Selected bidder should have overall responsibility for quality of the project including all vendor deliverables and interactions with the Bank project team during all phases.
- Working directly with Bank's team and other project teams. The bidder should constitute a project management team within one week of placement of order.
- The selected bidder has to provide Access Control Server (ACS) and Registration Server for customer enrolment and authentication.
- The selected bidder has to deploy the application as well as servers required for implementing the solution on real time basis at Bidder secure processing centre
- The service provider should comply with industry standards of security such as, but not limited to, Payment Card Industry Data Security Standard (PCIDSS) without any additional cost to the Bank
- To provide all integration and implementation support for connectivity and data transfers between the Bank or Bank's authorized site serviced by third party and the bidder's service centre
- Bidder will implement on-going software maintenance updates including card network & RBI mandated updates and changes throughout the contract period without any additional cost to Bank.
- Currently the solution should be provided for VISA & RuPay Debit Cards. However, during the contract period the bidder has to provide the solution for any type of Debit/Credit/Pre-Paid card without any additional integration cost to Bank. Bank will make payment of per transaction cost only.
- To provide 24x7x365 operational services and helpdesk.
- Bank as per its requirement may change the ATM/Card (Debit & Pre-Paid) Switch during the contract period. Hence selected bidder has to provide necessary connectivity and switch migration support to the new switch vendor's Primary & DR location without any additional cost to Bank.
- Bidder should provide following enrolment mechanism -:
 - PIN based for debit cards

- Card Number and Account Number extract
 - Mass enrolment (Bank pre registers customers offline)
 - Enrolment through Bank's website
 - Enrolment during shopping
 - Any other mechanism as desired by Bank
- The service provider must agree to maintain the system performance standard as described by the payment card brand.
 - Implementation of the proposed solution should be completed within 4 weeks of the Letter of Intent (LOI)/Purchase Order issued by Bank or within mutually agreed timeline with the Bank. The decision of the Bank will be final.
 - Bidder will provide all third party hardware, software and secure network infrastructure, certification etc.
 - Should provide any other facility not mentioned above but related to project.
 - Cardholder should be able to register himself through profile website & ADS.
 - Selected Service providers may setup velocity checks and other limits for the card not present transactions.
 - Cardholder should be able to carry registration and card not present transactions using all make & model of mobile or mobile app.
 - The system should support sending OTP on card holders registered e-mail ID. **The email has to be sent through Bank's e-mail gateway. Selected bidder has to integrate its solution with Bank's e-mail gateway without any additional cost to Bank.**
 - The system should have capability to configure the minimum amount after which the OTP will be mandatory for authentication.
 - The solution should support storing of the card & other authentication details once and use the same in future while carrying the transactions.
 - The registration should be done separately or at the time of transaction.
 - The selected bidder has to provide the entire solution to UCO Bank as well as its Regional Rural Bank's with the same per transaction cost. Currently Bank is having two RRBs (i.e Bihar Gramin Bank & Paschim Banga Gramin Bank). However in future Bank may add/remove some other entities into its fold and the bidder has to provide similar solution with the same per transaction cost.
 - The solution should support EMV specification as per the technical specification of VISA/NPCI/RuPay/Master or any other interchange for all type of cards i.e Debit/Credit & Pre-Paid. The EMV technical Specifications should give the support for the existing / current specification features as well as the future specification features as per the RBI / Competent Authority.
 - Selected bidder as to implement the solution which should also support the functionalities as per RBI Circular RBI/2016-17/172 DPSS.CO.PDNo.1431/02.14.003/2016-17 dated December 6, 2016 without any additional cost to Bank.

Part-V

1. Order details

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

2. Schedule of Implementation

The selected bidder to ensure of end to end completion of issuing functionalities of the system for SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions as per the 'Scope of Work' mentioned herein above within four weeks from the date of issuance of LOI/Purchase Order.

3. Compliance with all Applicable Laws

The selected bidder 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. Performance Bank Guarantee

The Selected bidder, within 30 days from the date of purchase order/letter of intent will have to furnish a Performance Bank Guarantee, format as per Annexure-"D", issued by any scheduled commercial bank equivalent to 10% of the project cost valid for 39 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 selected bidder 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 Selected bidder 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.

In case the contract is getting extended, the selected bidder shall submit the Bank Guarantee of 10% of the project cost of that period of time with a validity of the extension period with 3 months claim period.

5. Delivery, Installation and commissioning

- 5.1 Selected bidder shall complete installation of the necessary infrastructure for as mentioned in the Scope of Work within Four weeks from the date of issue of LOI or Purchase Order whichever is issued earlier.
- 5.2 If however, the delay is caused by any action pending from the Bank end, the corresponding period will not be considered while calculation of delay period.
- 5.3 All the equipment supplied by the Bidder shall be legal and Bidder shall give indemnity to that effect.
- 5.4 Any license, if required, need to be provided by the successful bidder. The successful bidder is solely responsible for any legal obligation related to licenses during the contract period for solution proposed as implemented by the bidder.

6. Payment Terms

Bidder will have to submit the documents at UCO Bank along with request letter for payment in case of transactions related to UCO Bank. The payment for transaction related to RRB's should be sent to respective RRB's. Documents related to each phase should be submitted for payment in single lot separately.

Terms of Payment will be as under:

- 1) No advance payment will be made.
- 2) TDS will be applicable

Payment will be released by the Bank after deduction of applicable taxes at source of the agreed payment to the bidder (for which contract will be executed) in stages on completion of the activities as per the phases defined in the scope of services under the RFP. No advance payment will be made. Further, it may be noted that the criteria mentioned above is only for the purpose of effecting agreed price payment.

Apart from the amount payable by the Bank to the selected bidder for the Scope of Work as given in the RFP (which is inclusive of all charges, taxes, etc.), the Bank shall not pay any extra taxes or amounts.

The payment will be made in monthly basis after receipt of necessary details from the bidder and clearance or queries of the Bank.

Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies viz. Sales tax, excise duty, custom duty, etc.

7. Confidentiality

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

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by UCO BANK;
- To only make copies as specifically authorized by the prior written consent of UCO Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- To treat all Information as Confidential Information.

8. Paying Authority

The payments for the transaction related to UCO Bank as per the Payment Schedule covered hereinabove shall be paid by BPR & Business Transaction Department, UCO Bank, Head Office-2. However payment for the transaction of Regional Rural Bank's

shall be done by respective RRBs. However, Payment of the Bills would be payable, on receipt of necessary documents/data & clarification from the selected bidder.

9. Uptime

The bidder shall guarantee monthly uptime of 99.9% for all systems including OTP generation system, 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/or its representative or agent /VISA/NPCI or vendor itself has observed 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 of 99.9% on monthly basis, Bank shall impose penalty. If the uptime is below 98%, the Bank shall have full right to invoke the Bank Guarantee and terminate the contract under this RFP. OTP is not functioning or customers receiving blank OTP, same shall be treated as down time.

Following will be excluded while calculating the down time:

- Down time due to Bank issues.
- Schedule down time for maintenance activity. Bidder should obtain approval of the Bank at least a week before for the schedule down time and for urgent situation at least 24 hours before.
- Down time due to Force Majeure

10. Penalty

- The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.
- The Bank shall implement all penalty clauses after giving due notice to the bidder.
- If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- SLA violation will attract penalties.
- In case any complaint registered by the cardholder at Bank or its RRBs and forwarded to the Bidder, remains unresolved/ open beyond 24 hours, solely on account of inaction by the selected Bidder, a penalty of Rs. 1,000/- (Rupees One

thousand only) per instance per day will be levied from the 2nd day, besides recovery of the damages suffered by the Bank, if any, due to such action.

- The successful bidder(s) to ensure the above mentioned uptime to be calculated on monthly basis. In case the Vendor fails to meet the required uptime, there will be a penalty of Rs.5000/- (Rupees Five thousand only) per 1% per downtime i.e if required uptime is 99% and the vendor's reported uptime of 98% then penalty will be 1%. The fault reporting by the Bank and/or its representative or agent will be through a telephonic message or any other mode as Bank may decide.
- Notwithstanding anything contained above, no such penalty will be chargeable on the Vendor under the above clauses for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.
- The sum total of penalties will not exceed 10% of the Total Cost of Ownership (TCO) for the entire contract period. Thereafter, the contract/purchase order may be cancelled and Performance Bank Guarantee may be revoked.

11. 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 & migration schedule.

If the selected Bidder fails to provide any of the services after starting of operations, as per the terms of this RFP, the Bank shall be entitled to charge penalty/ liquidated damages @ 5% of the monthly bill, per week or part thereof.

The Liquidated Damages 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. Bank may invoke the Bank Guarantee for further delay in delivery in delivery & migration due to reasons other than force majeure.

12. 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,
- Acts of any Government, 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.

13. Contract Period:

The Period of contract is initially **for 3 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.

Bank reserves the right to renew the Agreement for a further period of 2 years on same terms and conditions but mutually agreed price between the parties.

14. Service Level Agreement

The selected bidder will be required to sign the Service Level Agreement and Non-Disclosure Agreement with the Bank within 15 days of the acceptance of the LOI/Purchase Order.

15. 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.

16. Acceptance Testing

Bank will conduct User acceptance test at the site. The test will involve successful migration of bank's all existing data, customization, commissioning and successful operation of the solution along with scope of work defined here in above. No additional charges shall be payable by the Bank for carrying out these user acceptance tests. Vendor has to provide the test cases along with Transaction Simulation Plan for acceptance test. Further bank also can define its test cases as deemed. Observations if any in the user acceptance test has to be resolved by the vendor within the time period set by Bank or time period mentioned in the scope above.

In case of any discrepancy in the hardware / software / Solution supplied, the Bank reserves the right to terminate the entire agreement in case the Vendor does not rectify or replace the supplied hardware/software/Solution.

17. Order Cancellation

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

- The selected bidder commits a breach of any of the terms and conditions of the bid.
- The bidder goes into liquidation, voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- If deductions of account of liquidated damages exceeds more than 10% of the total contract price.
- In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected bidder.
- After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- UCO BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

18. Indemnity

Selected bidder 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 fulfill the scope of this project. The selected Bidder is required to submit the Proforma for Deed of Indemnity as per **Annexure-G**. 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
- 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.

19. 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.

20. 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.

All the participant's/service provider of ETC payment network must take prior approval from NPCI for printing the NPCI/IHMCL/NHAI logos on all the marketing material.

21. 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.

22. Guarantees

Selected bidder should guarantee that all the material as deemed suitable for the Implementation of SSOCT services scope as defined under this document, are licensed and legal. All hardware and software must be supplied with their original and complete printed documentation.

23. Audit

Vendor will allow UCO Banks' authorised representative to audit the Service Level provided / benchmark and other relevant tests / IS Audit including Vulnerable Assessment & Process audit and by vendor at the ASP site in every 3 months as routine or on demand at UCO Banks' discretion. Any recommendation/ observations of the auditor shall be complied by the vendor within 30days of audit without any additional cost to Bank.

The vendor also has to arrange a comprehensive quarterly or on demand audit of SLAs / benchmark and other relevant tests / IS Audit from qualified auditors at its own cost and provide the report directly to the bank.

Prior notice will be given and audit will be done as per the Audit Policy/rules decided by Bank.

24. Data Ownership

The customer data, card data and all other data routing through the vendors system related to UCO Bank & and its RRBs are exclusively the property of UCO Bank. Vendor

will provide Monthly Backup of entire clear data to Bank in a media or through any other mode as and when requested by UCO Bank without demur.

25. 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.

26. 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 availing the SSOC solution from third-party service provider, in case such services are 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 service from third-party service provider.

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.

27. 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.

28. Termination

The Bank shall be entitled to terminate the agreement with the selected bidder at any time by giving **Sixty (60) 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 SSOC service 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).

31. Limitation of Liability

Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

- a. IP Infringement indemnity.
- b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP.
- c. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order

32. Compliance

The products & services offered to the Bank must be in compliance with all laws, regulations & Govt. guidelines of India. It also not violate any of the provisions of the IT act in anyway or any other legal provisions relating to such products or services in India.

UCO BANK

(Tender offer forwarding letter)**Tender Ref. No.: UCO/DIT/2374/2016-17****Date: 27/02/2017**

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

Dear Sir,

Sub: Your RFP for “Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions (Re-tendering)” RFP Ref No. UCO/DIT/2374/2016-17 Dated 27/02/2017

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we, the undersigned, hereby enclose our offer for Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions (re-tendering) and will be Providing Services mentioned in the RFP document forming Eligibility as well as Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility as well as Technical as well as Commercial Bids by The Bank, we undertake to Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions and Provide Services as per your purchase orders.

In the event of our selection by The Bank for Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions, we will submit a Performance Guarantee for a sum equivalent to 10% of the order value to be valid for a period of **Three years** in favour of **UCO BANK** effective from the month of execution of Service Level Agreement or successful go live whichever is earlier.

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 10,000/- (Rupees Ten Thousand Only)** as Cost of RFP Document &
2. BG No. _____ dated _____ for **Rs 10,00,000/- (Rupees Ten Lacs only)** as EMD.

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

Dated this __ day of ____ 2017

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	Bidder's compliance
1	Bidder should be a registered company in India under Companies Act 1956. Bidder should be in operation in India for minimum of three years.	Copy of the Certificate of Incorporation and Certificate of Commencement of Business to be submitted.	
2	The bidder submitting the offer should be having a turnover of minimum Rupees 10 Crore per year during last three years i.e. 2013-14, 2014-15 and 2015-16. This must be the individual company turnover and not of any group of companies.	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three years.	
3	Bidder should have reported profit in any two of the last 3 financial years (2013-14, 2014-15 and 2015-16).	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three years.	
4	Bidder should have direct authorisation from the Original Equipment Manufacturer (OEM) for selling and supporting the solution offered.	Copy of the certificate of OEM to be submitted. Also, an affidavit from the OEM side has to be submitted to the bidder stating that in case the bidder backs out from the service, the OEM itself will continue the operation.	
5	Bidder/OEM should be in the process of implementation or should have implemented and continuing the proposed solution and services for SOCCT system for VISA and RuPay cards in any of the schedule commercial Banks in India.	Copy of Purchase Order and Satisfactory letter from the Bank mentioning the proposed solution should be submitted.	
6	The hosted solution offered by the bidder should be PCI-DSS	Necessary updated certificate in this regards	

	and PA-DSS certified and bidder must submit the proof of audit certificates in that respect. However, solution should have undergone third party penetration testing/ vulnerability assessment and ethical hacking test.	should be enclosed.	
7	The bidder/OEM should have 24*7 customer support centre in India to provide support to Bank's team as well as customers from the proposed solution.	The bidder should submit required proof mentioning strength of the support staff.	
8	Bidder should have experience of migration from existing system and having support for VISA/Master/RuPay cards to new system.	Bidder must submit the certificate of such migration along with the bid document.	
9	The bidder & OEM should not have been blacklisted by any Govt./Govt. Agency/Bank(s)/Financial Institutions in India in the past as on RFP submission date.	The bidder/OEM has to submit an undertaking to this effect on their Company's Letter Head.	

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.

General Details of the Bidder**A. Profile of Bidder**

Name of bidder:

1. Location

Regd. Office:

Controlling Office:

2. Constitution**3. Date of incorporation & Date of Commencement of business:****4. Major change in Management in last three years****5. Names of Banker /s****B. Financial Position of Bidder for the last three financial years**

	2013-14	2014-15	2015-16
Net Worth			
Turnover			

N.B. Enclose copies of Audited Balance Sheets along with enclosures**C. Proposed Service details in brief**

- Description of service :
- Details of similar service provided to PSU organization/BFSI in India specifying the number of Banks and branches

Details of Experience in the field of SSOCT (Security System for Online Card Transactions)

PSU Organization/BFSI		
Name of Organisation	Period	
	From	To

N.B. Enclose copies of Purchase Orders and references

Signature of Bidder: _____

Place: _____

Name: _____

Date: _____

Business Address: _____

**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 "UCO BANK") having agreed to exempt M/s (Name of the vendor Company) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the vendor company) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no.dated..... issued to the Vendor and an Agreement to be made between UCO Bank and the Vendor for a period of In pursuance of Request For Proposal no.....dated..... , as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said VENDOR of the Terms and conditions contained in the said Agreement, 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 "the Bank") at the request of [VENDOR] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK 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 UCO BANK 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 UCO BANK 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 Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK 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 UCO BANK that UCO BANK 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 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 UCO BANK 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]

Yours' faithfully,

For and on behalf of

_____ Bank.

Authorised Official.

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. 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.

The Deputy General Manager
IT, BPR & BTD
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/2374/2016-17

Date: 27/02/2017

We, the undersigned, 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)

Designation:

Place:

Date:

Format of Bank Guarantee (EMD)

To,
The Deputy General Manager
IT, BPR & BTD
UCO Bank, Head Office
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 SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions, 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 SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions 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. 10 Lacs (Rupees Ten 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. 10.00 Lacs only** (Rupees Ten 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 set its hand and stamp on this _____ day of _____ at _____.

Yours faithfully,

For and on behalf of

_____ Bank

Authorized 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.

PROFORMA FOR DEED OF INDEMNITY

This Deed of Indemnity executed at On the _____ day of _____ 2016 by M/s Name of the vendor (hereinafter referred to as "the Indemnifier" or "Vendor" which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

UCO Bank a body corporate constituted under the Banking Companies (Acquisition and transfer of undertakings) Act, 1970, having its Head Office at No. 10, BTM Sarani, Kolkata-700001 (hereinafter referred to as "UCO Bank", which expression unless expressly excluded or repugnant to the context shall also include its successor, assigns, attorneys, agents, representatives, authorized officer and all and any such officer having the power and authority to represent the Bank)

WHEREAS

1. The Indemnifier has
 - A. offered the *Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions* as prescribed in the Agreement / Contract dated _____ during the period of three years from the date of acceptance of the purchase order / date of agreement issued by the Bank from time to time. The services offered by the Indemnifier would be herein after referred to as "**Supply/Services**".
 - B. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract / Agreement with UCO BANK.
2. UCO BANK, relying and based on the aforesaid representations and warranties of the Indemnifier, has agreed for getting services from the selected vendor.
3. One of the conditions of the aforesaid Agreement is that the Indemnifier is required to furnish an indemnity in favour of UCO BANK indemnifying the latter against any claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Indemnifier's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to UCO BANK as also for breach committed by the Indemnifier on account of misconduct, omission and negligence by the Indemnifier.
4. In pursuance thereof, the Indemnifier has agreed to furnish an indemnity in the form and manner and to the satisfaction of UCO BANK as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

In consideration of UCO BANK having agreed to award the aforesaid contract to the Indemnifier, more particularly described and stated in the aforesaid Agreement/Contract, the Indemnifier do hereby agree and undertake that:-

The Indemnifier shall indemnify, protect and save the UCO Bank and hold the UCO 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 UCO Bank against any loss or damage to the UCO 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 UCO 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 UCO Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the UCO 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 UCO Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and (iv) the UCO 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 UCO 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 actions and its employee's actions.

The vendors should indemnify the UCO 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
- 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.

1. the Indemnifier shall, at all times hereinafter, save and keep harmless and indemnified UCO BANK, including its respective directors, officers, and employees

and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against UCO BANK by whomsoever and all losses, damages, costs, charges and expenses that UCO BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.

2. The Indemnifier further agrees and undertakes that the Indemnifier shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
3. If any additional approval, consent or permission is required by the Indemnifier to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
4. The obligations of the Indemnifier herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO BANK or Indemnifier or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.
5. The obligations of the Indemnifier under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Indemnifier from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to UCO BANK).
6. This indemnity shall survive the aforesaid Agreement.
7. Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.
8. This indemnity shall be governed by, and construed in accordance with, the laws of India. The Indemnifier irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Kolkata. Final judgment against the Indemnifier in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by

suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Indemnifier irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

9. UCO BANK may assign or transfer all or any part of its interest herein to any other person. Indemnifier shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of UCO BANK

IN WITNESS WHEREOF the Indemnifier has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of _____)
by the hand of _____)
_____, the authorized official of the Indemnifier)

UCO BANK

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Format of Pre-Bid Queries to be submitted by the Bidder(s)

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	Subject/Description	Query sought/Suggestions of the Bidder

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Technical bid Template**Security System for Online Card Transactions**

Sl. No	Details	Bidder's Response (S/C/U only *)
1	System should provide additional authentication/validation based on information not visible on the cards for all on-line card not present transactions.	
2	The service should be a completely hosted service and should not require the bank to setup any additional infrastructure or internet bandwidth.	
3	The solution should support user authentication via secret questions.	
4	The solution should be hosted in a data centre that has undergone audit certifications including but not limited to PCI , ISO 27001, SAS 70 audits or equivalent.	
5	The product should be capable to integrate with the bank's ATM switch and Pre paid Card Switch.	
6	The product should have multiple facilities to customers to enroll for this additional authentication/validation through web based enrolment.	
7	The product should have lost, stolen and expired card support. The product should have support for CAPTCHA.	
8	Product should have report generation capability. The bank should have the facility for remote generation of reports and online view/download facility	
9	Product should have migration convenience and the bidder to extend complete support of migration of services to the in-house model/change of service provider, in case bank decides to have an in-house model/change of service provider, at a later date.	
10	The system should provide website enrolment for cardholder to register for the program	
11	The product should provide enrolment option during first time online use of debit card.	
12	The system should use ATM PIN verification mechanism	

	to authenticate UCO Bank Debit Cardholder during enrolment and capture user chosen password, CAPTCHA facility for subsequent e-Commerce purchase.	
13	The solution should be in compliance with RBI/Govt. of India/card payment brand guidelines.	
14	The solution should support session time outs, connection time outs, account locking after number of failed attempts etc.	
15	The solution should have Access Control Server (ACS) and Registration Server for customer enrolment and authentication.	
16	The solution should have required facility to support VISA , Master & RuPay brand cards.	

Place:

Signature of Bidder: _____

Date:

Name: _____

Business Address: _____

*** Please note that bidders have to fill S,C,U only based on the features being mentioned available in their offered solution.**

Scale	Description
S	Standard: Required features readily available and to be provided by the bidder.
C	Customization Required: The bidder will provide the customisation within the time schedule of the Implementation of the solution at no extra cost to the Bank.
U	Unavailable: Functionality is not available and will not be provided by the bidder.

Scale	Description
10	S- Standard feature
5	C – Customization required.
0	U-Unavailable

Masked Commercial Bid

Sl. No.	Particulars	Rate per transaction (Rs.) (inclusive of all taxes except service tax)
A	Projected volume of transactions for 3 years = 50000000	(5 Crores)
B	Per Transaction Rate (As per the scope of RFP)	
C	Total Cost of Ownership [C=A*B]	

Note:

- a. Please note that L-1 bidder will be determined on the basis of Reverse Auction.
- b. The price quoted should be inclusive of all applicable taxes/cess and will not change due to exchange fluctuations, inflation, market conditions, etc. Service Tax will be paid by Bank as per actual on production of receipt. In future if Govt. will replace service TAX with any other TAX structure, Bank will pay the same as per actual.
- c. The prices quoted above are for TCO calculation purposes only. Payment would be done on pro rata basis per transaction.
- d. The rate arrived after reverse auction shall be valid for entire contract period. The term of the contract would be for a period of Three years from the date of successful goes live of operations.
- e. The Bidder should quote considering requirements given in this RFP document and no additional payment for any application(s) / service(s) would be made other than per transaction cost for each successful completed transaction.

Place:

Signature of Bidder: _____

Date:

Name: _____

Business Address: _____

Undertaking to be given by the Bidders

To,

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

Dear Sir,

Sub: **Request for Proposal (RFP) for Implementation of SSOC (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions (Re-tendering)**

We _____ having registered office at _____ do hereby confirm that we will provide the services as per scope of work mentioned in the RFP Document.

Further, we also confirm that physical documents given by the Bank will not be handled twice and there will not be any degradation in the quality of papers.

Place:

Date:

Authorised Signatory

Name:

Designation:

Stamp:

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of....., 20__between, on one hand 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 {hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.....represented by Shri..... (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is aDepartment performing its functions on behalf of UCO BANK.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the

BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of___;
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of UCO Bank, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any

outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

- (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the UCO Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be-entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying 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 PS U and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, 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.

8. Independent Monitors

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties/The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic Situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. 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 provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at -----on-----.

BUYER

Name of the Officer

Designation

Deptt

Witness

1.

2.

BIDDER

Authorised Signatory

Witness

1.

2.

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NON-DISCLOSURE AGREEMENT

RFP Ref. No.: UCO/DIT/2374/2016-17

Date: 27/02/2017

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into on thisday of, 2017

BETWEEN

UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No. 10, BTM Sarani, Kolkata-700001 hereinafter referred to as "**the Bank**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) **of the FIRST PART/ DISCLOSING PARTY**

AND

.....
..... (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**

(Each of Bank and the vendor is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

WHEREAS the Vendor/Receiving Party is *inter alia* engaged for Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions (Re-tendering) as per the terms and conditions specified in the RFP ref. no..... Dated: The Vendor/Receiving Party would be single point of contact for this project.

WHEREAS Bank/Disclosing Party is *inter alia* engaged in the business of Banking; and

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions (Re-tendering).

WHEREAS the Parties recognize that each other's business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary information would substantially injure a Party's business, impair a Party's

investments and goodwill, and jeopardize a Party's relationship with a Party's clients and customers; and

WHEREAS in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

NOW THEREFORE the Parties hereto, in consideration of the promises and other good and valuable consideration, agree such information shall be treated as follows:

1. Confidential Information. "**Confidential Information**" shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.

2. Use of Confidential Information. The Vendor/Receiving Party agrees not to use the Bank/Disclosing Party's confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.

3. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the "**Receiving Party**") shall, for contract period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use (except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

(a) restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and

(b) advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided

hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.

(c) use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

4. Exclusions. The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that:

(a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;

(b) is or becomes publicly known through no unauthorized act of the Receiving Party;

(c) is rightfully received from a third Party without restriction and without breach of this Agreement;

(d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;

(e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;

(f) is approved for release by written authorization of the Disclosing Party; or

(g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

5. Return of Confidential Information. All Confidential Information and copies and extracts of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

6. Ownership of Information. The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

7. No License Granted. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

8. Breach. In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within.....days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

9. Arbitration and Equitable Relief.

(a) Arbitration. The Parties shall endeavor to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder from time to time. The arbitration shall be held in Kolkata. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.

(b) Equitable Remedies. The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/laches of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:

- i) to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and
- ii) to specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other security shall be required in obtaining such equitable relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

(c) Legal Expenses: If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

(d) Indemnification: The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.

10. Term. This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations

to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).

11. No Formal Business Obligations. This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

12. General Provisions.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of India.

(b) Severability. If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.

(c) Successors and Assigns. This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.

(d) Headings. All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

(e) Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

(f) Jurisdiction of Court: All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts of Kolkata only.

(g) Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and [the name of the bidder company]

The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.

For and on behalf of

For and on behalf of

.....

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Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

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