

Request for Proposal (RFP)
For
Implementation of Anti-phishing Managed
Services (e-Tendering)



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

RFP REF NO: DIT/BPR & BTB/OA/226/2017-18 dated 28/04/2017

Cost of the RFP document:- Rs.10,000/- (Rupees Five 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 or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever and without any cost or compensation therefor.

This document is prepared by UCO Bank for implementation of anti-phishing managed services. It should not be reused or copied or used either partially or fully in any form.

Disclaimer

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

OBJECTIVES

The Bank has taken a number of security initiatives including Periodic IS Audits, Disaster Recovery Drills etc. In addition to the above, Bank has Implemented two factor Authentication (2FA) Service for its Internet Banking customers and Verify by Visa (VbV) services for online usages of its debit cards. 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 enjoys the complete benefits of the services offered and to protect customers data going to the wrong hands, Bank intends to further strengthen its Information Systems Security by engaging vendors for continuous review, monitoring, management and mitigation of phishing attempts, threats and vulnerabilities.

Against the above backdrop UCO Bank invites Request for Proposal (RFP) from the prospective bidders having proven past experience and competence in the field providing Anti-Phishing Managed Services to safeguard the interests of customers against phishing and other social engineering attacks.

Only those bidders, who satisfy the eligibility criteria mentioned in this RFP document need to respond.

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PART –I (General Details)

1. Invitation for tender Bids

UCO Bank invites sealed tenders from experienced Anti-phishing Management Vendors with proven capability for implementing experienced, multi-lingual Call Agents with required technical and banking skills for managing Bank's Proposed Call Centre at Head Office -2, 4th Floor, Salt Lake, Kolkata-700064.

The Bid details are given below:

Bid Details - Control Sheet Table	
Cost of Tender documents	Rs. 10,000 /-
Date of issue of RFP	28/04/2017
Earnest Money Deposit (EMD)	Rs. 2,00,000/- (in the form of BG)
Date of commencement of sale of tender document	28/04/2017
Pre-bid queries to be received only online at	https://eauction.auctiontiger.net on or before 08/05/2017
Pre-Bid meeting /Venue	11/05/2017 UCO Bank, Head Office-II 5 th Floor, 3 & 4, DD Block, Sector-1, Salt Lake, Kolkata-700064
Last Date and Time for online submission of bid documents and response	24/05/2017 at 03:00 p.m. at https://eauction.auctiontiger.net
Opening of Eligibility and Technical bids	24/05/2017 , 03:30 p.m. onwards (on the same date)
Opening of Commercial Bid	Will be advised subsequently to the bidders qualifying in technical Bid
Website for online RFP	https://www.ucobank.com & https://eauction.auctiontiger.net
Authorized person for opening of bid	Mr. B Mothilal (Assistant General Manager) Department of Information Technology UCO Bank
Address for support for online RFP	Mr. Gaurav Tiwari e-Procurement Technologies Ltd. Email: gaurav.tiwari@auctiontiger.net Phone: 7940230809
Note: Bids will be opened by bank officials, submitted online by bidders. 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. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will	

not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

The bid documents should be strictly as per terms and conditions mentioned in this RFP.

Note:-

The vendors are requested to note that they cannot submit their online submission after the time stipulated above and no extension of time will normally be permitted for submission of bid.

The bidders are requested to note that it is mandatory to have a valid digital certificate issued by any of the valid certifying authority approved by Govt. of India to participate in the online bidding. The bidders are requested to ensure that they have the same, well in advance or if any assistance is required for the purpose, bidders can contact service provider (M/s e-Procurement Technologies Ltd.).

Minimum requirement for e-Tendering-

Computer/laptop with internet connection

Operating system-WINDOWS 7 and above

Digital Certificate- Class II or III, Signing + Encryption

2. Submission of Bids: General Terms and Condition

Separate Eligibility, Technical and Commercial Bids duly mentioned as "Eligibility Bid", "Technical bid" and "Commercial bid" respectively should be submitted online.

The Eligibility offer should contain proof for each of the points for eligibility evaluation. Any credential detail not accompanied by relevant proof documents from the Bidders will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide.

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

Commercial Offer should strictly quote in the format as given in the RFP and for periods as mentioned. Prices quoted by Vendors should be inclusive of all costs such as, taxes etc. that need to be incurred. The bidder is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR would not be considered.

- 2.1 The Bank is not bound to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever and without any cost or compensation therefor.
- 2.2 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 2.3 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 bids from the participating bidders.
- 2.4 Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

3. Period of Validity of Bid

Bid shall remain valid for 180 (One Hundred eighty) days after the date of bid opening prescribed by UCO BANK. UCO BANK holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period. The price should be valid for 180 days from date of opening of commercial bid.

4. Contract Period

The selected bidder needs to execute a **Service Level Agreement (SLA)** as per Format to be supplied by the Bank covering inter alia the terms and conditions of this RFP. SLA will cover performance and availability of the resources deployed. The SLA Parameters would necessarily include but not limited to the following:

Call Answer, Call Abandonment rate, First Call Resolution Rate, Average Handling Time, Fatal Error, Customer Satisfaction etc.

The tenure of the Contract will be for a period of 2 (Two) years effective from the date of execution of the **Service Level Agreement (SLA)** unless terminated earlier by the Bank by serving 30 days prior notice in writing to the selected bidder at its own

convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of 2 (Two) years, the contract may be extended/renewed for such further period as would be decided by the Bank on the same terms and conditions as mentioned herein.

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 30 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.

5. Cost of tender Documents

A complete set of tender document should be downloaded from the Bank's official website <https://www.ucobank.com> and from <https://eauction.auctiontiger.net>. The bidder downloading the tender document from the website is required to submit a non-refundable fee, for an amount 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, at the time of technical bid submission online (scanned copy should be uploaded and the original instrument must be sent to the office address as mentioned below within 3 days from date of submission of bid), failing which the bid of the concerned bidder will be rejected.

Head Office-2 Department of Information Technology 5 th Floor, 3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064	Phone no: 033-4455 9039/9775 Fax no: 033-44559063 E-Mail: hodit.calcutta@ucobank.co.in
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During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria, his bid document is liable to be rejected. Also, if it is found that the bidder has submitted false / incorrect information the bid will be rejected summarily and the Earnest Money Deposit will be forfeited by The Bank.

6. Earnest Money Deposit

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee issued by a PSU Bank (other than UCO Bank) valid for a period of 180 days from the date of opening of bid together with a claim period of 30 days in favour of UCO Bank payable at Kolkata for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
Implementation of Anti-phishing Managed Services	Rs. 2,00,000/-

Particulars/scanned copy of EMD should be uploaded online and the hard copy must reach the office address as mentioned above within 3 days from date of submission of bid.

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 without any interest thereon. The EMD of successful bidder(s) will be returned to them on submission of Performance Bank Guarantee (s) either at the time of or before the execution of Service Level Agreement (SLA).

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

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

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

Note: exemption from submission of EMD shall be given to bidders, who are Micro, Small and Medium Enterprises (MSME), and are registered with National Small Scale Industrial Corporation (NSIC) under its "Single Point Registration Scheme". The bidder has to submit necessary document issued by NSIC to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC which are valid on last date of submission of the tender documents. MSME firms which are in the process of obtaining NSIC certificate will not be considered for EMD exemption.

As per Govt. of India guidelines, there is a special provision for Micro and Small Enterprises owned by Schedule Castes and Schedule Tribes. Out of 20% target of annual procurement from Micro and Small Enterprises, a sub-target of 20% (i.e. 4% out of above 20%) shall be embarked for procurement from Micro and Small Enterprises owned by Schedule Castes and Schedule Tribe entrepreneurs. Provided that, in the event of failure of such Micro and Small Enterprises to participate in the tender process or meet tender requirements and L1 price, 4% sub-target for procurement embarked for procurement from Micro and Small Enterprises owned by Schedule Caste and Schedule Tribe entrepreneurs shall be met from other Micro and Small Entrepreneurs.

(It is clarified that necessary and valid documents should be submitted by the Micro and Small Enterprises and SC/ST Micro and Small Enterprises owners to avail the preference.)

Further, participating Micro and Small Enterprises bidders quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement if they agree to bring down their price to L1 price in a situation where L1 price is from some other firm other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply upto 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately.

7. Rejection of the Bid

The Bid is liable to be rejected if:

- 7.1 The document doesn't bear signature of authorized person.
- 7.2 It is received through Telegram/Fax/E-mail.
- 7.3 It is received after expiry of the due date and time stipulated for Bid submission.
- 7.4 The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions and deviations from the Scope of Work stipulated in this Request for proposal (RFP).

8. Performance Bank Guarantee

The successful bidder shall be required to provide a Bank Guarantee for 10% of the Total Cost of Ownership/Order Value issued by any scheduled commercial bank (other than UCO Bank) valid for the tenure of the contract period plus a claim period of 3 (three) months, indemnifying any loss to the Bank. The bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level

Agreement (SLA). Bank reserves the right to invoke the BG for any non-compliance of the terms & conditions of this RFP or the SLA to be executed between the selected bidder and the Bank at any point of time without prejudice to its other rights and remedies available under the Contract and/or the Law (s) for the time being in force. In case the contract period is extended by the Bank, the selected bidder shall be responsible to extend the validity period and claim period of the Performance Bank Guarantee.

9. Indemnity:

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.

The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.

All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.

Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank afterward) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.

10. Pre Bid meeting

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bank intends to hold a pre bid meeting on the date & time as indicated in the Bid Control Sheet above. The queries for the Pre-bid Meeting should be reached by email as mentioned in Bid Control Sheet mentioned above. It may be noted that no query of any bidder shall be entertained / received after the above mentioned date. Queries raised by the prospective bidders and the Bank's response will be available at Bank's web site.

Only authorised representative of bidder will be allowed to attend the Pre-bid meeting.

The format of pre-bid query submission is mentioned in Annexure-"X".

11. 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 bidders, Bank shall be entitled to forfeit the EMD.

12. For Recipient Only

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

13. Costs Borne by Bidder

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 / Bidder.

14. 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. Bidders 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 Bidders 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 rights that may subsist in the submission or Banking documents.

15. Liquidated Damage

Liquidated damages for late commissioning at 1% (One percent) of the order value per week will be charged for every week's delay in commissioning to a maximum of 10% of the order value.

UCO BANK reserves its right to recover these amounts by any mode as it deems fit and proper such as adjusting from any payments to be made by UCO BANK to the bidder, etc. without prejudice to its other rights and contentions available under the Law (s) for the time being in force. Liquidated damages will be calculated on per week basis.

16. Price

- a. The Price Bid must include all applicable taxes.
- b. The bidder shall keep the price valid for a period of **180 days** from the date of commercial bid. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.
- c. Prices quoted by the Bidder shall be in Indian Rupees and not subject to any price escalation, if the order is placed within the validity period.

17. Payment Terms

Payment shall be released quarterly in arrears on submission of invoice by the bidder.

Payment shall be released only for unique incidents closed during the quarter. No payment shall be released for reopen incidents.

(An incident shall be counted as reopen incident if it meets the following criteria:

- Incident with same IP address
- Incident with same Fully Qualified Domain Name (FQDN)
- A reopen incident within 180 days of the previous incident closure will not be treated as separate incident for purpose of calculation of number of incidents for payment.)

18. Paying Authority

The payments as per the Payment Schedule covered hereinabove shall be paid by this office (DIT, BPR & BTB, Head Office-II). However, Payment of the Bills would be

payable on quarterly basis.

19. Order Cancellation (Termination)

UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 30(thirty) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -

- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
- b) The selected bidder goes into liquidation, voluntarily or otherwise.
- c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- f) Deductions on account of liquidated damages exceed more than 10% of the total work order.
- g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.
- h) 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 the contract is cancelled for any reason, whatsoever.

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 adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

20. Consequences of termination

In the event of termination of the Contract due to any reason, whatsoever, [whether consequent to the expiry of 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 Vendor shall be obliged to comply with and take all steps to minimize loss resulting from the 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.

In the event that the termination of the Contract is due to the expiry of the term of the Contract and the Contract is not further extended by UCO BANK, the Vendor herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as UCO BANK may specify including training, where the successor(s) is a representative/personnel of UCO BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of UCO BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Letter of Indemnity and pursue such other rights and/or remedies that may be available to UCO BANK under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

21. Force Majeure

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

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
3. Terrorist attack, public unrest in work area

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The bidder or UCO 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. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding the above, provisions relating to indemnity, confidentiality, survive termination of the contract shall remain same.

22. Confidentiality

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

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.
- Conflict of interest: The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- The successful Bidder is required to execute a Non-Disclosure Agreement to the bank as per bank's format before or at the time of execution of the Master Contract.

23. Dispute resolution mechanism.

The Bidder and the Bank shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the

notice.

- b. The matter will be referred for negotiation between General Manager (IT, BPR & BTD) of UCO BANK and the Authorized Official of the selected Bidder. The matter shall then be resolved between them and the agreed course of action shall be documented within a further period of 15 days.

In case the dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute/difference shall be submitted by either party for arbitration within 15 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 30 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with or arising out of the Contract/Service Level Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue to render the Service/s in accordance with the provisions of the Contract/ Service Level Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

24. Normalization of bids

Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; Bank may at its discretion ask all the technically Shortlisted Bidders to resubmit the technical and commercial bids once again for scrutiny. The re-submissions can be requested by Bank in the following two manners:

- Incremental bid submissions in part of the requested clarifications by Bank
- Revised submissions of the entire bid in the whole

Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to Company during this process at their cost. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

25. Other Terms and Conditions of the RFP

- 1.1. Signing of the bid: The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.
- 1.2. Cost of preparation and submission of bid document: The bidder shall bear all costs for the preparation and submission of the bid. UCO BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- 1.3. ERASURES OR ALTERATIONS: The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

- 1.4. Language of Bid: The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.
- 1.5. Non-Disclosure Agreement: The selected vendor is required to sign a Non-Disclosure Agreement with UCO Bank and the format of the Non-Disclosure Agreement will be provided by the Bank later.
- 1.6. Price Freezing: The price finalized shall remain valid during the period of the Contract.
- 1.7. Preliminary Scrutiny: UCO BANK will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.
- 1.8. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part. In all the aforesaid matters, Bank's decision is final and conclusive.
- 1.9. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement without assigning any reason, whatsoever and without any cost or compensation therefor.
- 1.10. Clarification of Offers: To assist in the scrutiny, evaluation and comparison of offers/bids, UCO BANK may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder.
- 1.11. Audit by Third Party: Bank at its discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank.
2. Governing Laws & Jurisdiction of the Court: The provisions of this RFP and the Service Level Agreement to be executed shall be governed by the laws of India

for the time being in force and the Rules made thereunder from time to time and all the dispute(s) or difference(s) arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts at KOLKATA.

- 2.1. Publicity: Any publicity by the bidder in which the name of UCO Bank is to be used should be done only with the explicit written permission of UCO Bank. The Vendor shall not make or allow making a public announcement or media release about any aspect of the Contract unless UCO BANK first gives the Vendor its prior written consent.
- 2.2. Non-Transferable Offer: This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.
- 2.3. Address of Communication: Offers/bid should be addressed to the address given in Bid Details-control sheet table in this RFP.
- 2.4. CONFIDENTIALITY OF THE BID DOCUMENT: The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.
- 2.5. If an agent bid on behalf of the Principal, the same agent shall not submit a bid on behalf of another Principal in the same tender for this project."
- 2.6. Cancellation of tender process: Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason and without any cost or compensation therefor.
- 2.7. Right to alter the number of websites and apps: The Bank reserves the right to alter the number of websites and apps specified in the tender in the event of changes in plans of the Bank. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder. The bank reserves the right to place order for these additional numbers of websites and apps at the agreed priced during the contract period with the same terms and conditions.
- 2.8. Modification of Order : Bank reserves its rights to modify (i.e., addition and reduction) the Purchase/Work Order as per its requirement and the payment for such addition /reduction would be determined on pro rata basis or on mutual consent of the parties.
- 2.9. Response of the Bid: The Bidder should comply all the terms and conditions of RFP.
- 2.10. Bidder is required to comply with and adhere to all Laws, Rules, Regulations, Bye-Laws, Guidelines and Notifications etc. Any license, if required for providing the

services, needs to be secured by the bidder. The bidder is solely responsible for any legal obligation related to this.

- 2.11. The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to acts of misconduct/ breach of confidentiality etc.
- 2.12. Price Discussion: It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 2.13. Non-Assignment: Neither the subject matter of the contract nor any right arising out of the contract shall be transferred, assigned or delegated to any third party by Vendor without prior written consent of the Bank.
- 2.14. The services to be availed from the selected bidder are on a principal to principal basis and do not create any employer- employee relationship. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Vendor, for any assignment under the purchase contract to be issued for this RFP. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Vendor shall be paid by Vendor alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Vendor's employee, agents, contractors, and subcontractors, etc. The Vendor shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc. However, the Vendor would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.
- 2.15. The Vendor is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The Vendor shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by the Bank. Vendor shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Vendor and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power , or outside the scope of power, vested under the purchase contract to be issued for this Tender.

- 2.16. UCO BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. UCO BANK has the right to re-issue tender/bid. UCO BANK reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. UCO BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.
- 2.17. In case of amalgamation of the bidder company with one/more than one company/ any other company takes over the bidder company with whom the Bank will execute the contract, the Bank will continue to do its business with the acquirer one.

Part –II

1. Eligibility Criteria for the bidder

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

Sl. No.	Pre-Qualifying Criterion	Documents to be submitted
1	The bidder should be registered as a company in India as per Company Act 1956 and should not be a subsidiary of a foreign company.	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office
2	The bidder should have had an annual turnover of more than Rs. 3 Crores during any two of the last three financial years as evidenced by the audited accounts of the company / division. (i.e. 2013-14, 2014-15 and 2015-16).	Copy of the audited Balance Sheets for the preceding three years (i.e. 2013-14, 2014-15 and 2015-16).
3	The bidder should have made operating profit in any two of the last three financial years (2013-14, 2014-15 and 2015-16)	Copy of the audited Balance Sheets for the preceding three years (i.e. 2013-14, 2014-15 and 2015-16).
4	The Bidder/ the OEM should have provided Anti-Phishing Managed Services (i.e. Anti-phishing, Anti-pharming and anti-Trojan services) in at least one Financial Institution/PSU/Govt. Organization in India during the last two years. The solution offered should be currently running successfully.	Copy of Purchase Order and Client Certification for successful completion and maintenance with name and contact details of signatory
5	The bidder / the OEM whose services are used should own full-fledged Security Operations Center (SOC) or which is operational in India with	Self-declaration on the letter head with details.

	minimum three active banking customers for last 1 year as of date of the RFP.	
6	The bidder should not have been blacklisted /debarred for corrupt and fraudulent practices by Govt. organizations.	Self-declaration on the letter head has to be submitted as per Annexure- XI.
7	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.	An undertaking has to be submitted.

Note: In this RFP, either the Indian agent on behalf of Principle/OEM or Principle/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. If an agent submits bid on behalf of the Principle/OEM, the same agent shall not submit a bid on behalf of another Principle/OEM in the same tender for the same item or product.

UCO BANK reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of UCO BANK in this regard shall be final. The Bidder needs to comply with all the eligibility criteria mentioned above. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation. Any credential detail not accompanied by relevant proof documents from the clients will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide. Any assumptions made by the Bidder's in response of this RFP will be their own risk and cost. The bank will not be liable for any such assumptions / representations made by the Bidder's. The bank's decision will be final.

LIST OF DOCUMENTS FOR ELIGIBILITY PROOF

- A hard copy of the credential letters from clients neatly bound and labeled.
- Scanned copy of the credential letters from clients neatly bound and labeled.
- Provide details of organization along with all the key contacts including their work phone, Cell phone, work address and e-mail details.
- Provide certificate of incorporation
- Provide audited annual statement of accounts for the last 3 financial years i.e. 2013-14, 2014-15 and 2015-16 in support of the following:
 - Turnover and profit from products / services
 - Locations in which the company has offices.
 - Total number of employees and employees in India.
- Provide the necessary documentation in support for the Bidder of the following:
 - Corporate structure, founder, and related history of the company
 - Ownership structure
 - Number of years in this business and relevant business lines
- Credentials describing the bidding company's experience in providing the services, relevant to this request, as follows:
 - Name of the company / Bank
 - Year from which services being provided
 - Key client references which providing details such as name, address, e-mail address, phone no., fax no. and mobile no.

The bank reserves the right to disqualify bidders that do not submit sufficient proof of credentials in order to meet the specified eligibility criteria.

Part –III

1. Scope of Work/Requirements

Details of scope of work are as follows:

- a) 24X7X365 proactive monitoring of Bank's designated websites World Wide Web for phishing, Brand Abuse and any other threat or exploitation of vulnerabilities which lead to compromising of credentials of the customers unknowingly directed against the customers of the Bank.
- b) Detecting the attacks proactively and blocking / shutting down of the attacks anywhere in the world within the minimum possible time (within 30 minutes) as specified in SLA on Real-Time Basis. For the purpose of detection bidder may use any technique or combination of techniques such as but not limited to scanning of web server logs and / or Digital watermarking/ or monitoring chat rooms used by hackers etc.
- c) The bidder should ensure bringing down the reactivated phishing site at earliest which was earlier detected as phishing site. If the same site becomes active again within a period of 180 days of its taking down, it should not be treated as a new incident and should be taken down as part of original incident.
- d) Fortnightly scanning of all the websites / mobile apps of the Bank to detect any type of blacklisted links, suspicious activities including SQL injection/ app reverse engineering etc. reporting to the Bank the exact nature and location of the infection for speedy removal of the infection / abnormality.
- e) Proactive monitoring of Major Mobile App stores and blocking/shutting down of malicious App/Trojan used for UCO Bank.
- f) Gathering the Forensic information such as IP address, exact URL, source of attack, images, screen shots, email, account details, card details, compromised data etc. from the attacks and sharing the same with the Bank.
- g) Pushing the bait details and countermeasures (like login through many dummy users to identify the source and try to shutdown) in the fraudulent sites.
- h) Reporting to Bank in line with regulatory requirements about all the attacks and providing detailed information through email, dashboard, SMS alerts, phone etc. conference call facility with the vendor team should be available to bank in case requirement arises.
- i) Take up and coordinate the cases with CERTs and / or other legal agencies as per the format provided by the Bank.
- j) Monthly and other ad-hoc reports to be provided as per the requirement and format provided by the Bank.

- k) Vendor will be required to submit monthly analysis and fraud intelligence reports (both high level/summarized and low level/detailed) to bank.
- l) Providing bank with review and advisories for phishing, incidents and how to avoid such incidents in future.

Bank can also increase or decrease the scope of services during the period of contract with a notice of 30 days. The list of Bank's websites is provided as per Annexure-" ". However, this list is subject to change. Bidder will be required to monitor all the domains of the Bank including new domains Bank may acquire during the period of contract.

2. Schedule of Implementation

The selected bidder is to implement anti-phishing managed services as per the 'Scope of Work' mentioned herein above **within four weeks** from the date of issuance of Purchase Order.

3. Penalty Charges

a) Failure to maintain response time i.e. time for closure of incidence for incidences like Phishing, Pharming, Brand Abuse etc.:-

Maximum penalty deducted will be equal to 10% of the consolidated quarterly payment amount.

Also bank will reserve the right to get such incidents closed from other parties, expenses for which shall be recovered from the vendor payment.

b) Failure to detect incidences related to phishing:

If selected bidder fails to detect and inform bank about any incident prior to bank detecting / any other party informing bank about any of the incidents, then penalty at the rate of 3% of the quarterly payment will be deducted for each such incident reported by the bank subject to maximum of 15% of quarterly payment. If there are more than 5 such undetected incidents reported to the vendor then the Bank reserves the right to review the contract to continue with the services of the shortlisted vendor. This is over and above penalty which will be deducted from the vendor's payment.

Part –IV

1. BID OPENING AND EVALUATION CRITERIA

1.1 Evaluation Methodology

The evaluation will be a three-stage process -

Phase 1 – Eligibility Evaluation

Phase 2 – Technical Evaluation

Phase 3 – Commercial Evaluation

1.2.1 Eligibility Evaluation

In first stage, the Bank will evaluate the eligibility responses to the RFP of bidder who are found eligible as per the eligibility criteria mentioned in the RFP.

1.2.2 Technical Evaluation

In the second stage i.e. in Technical Evaluation, the bidders will be shortlisted, based on bidder's responses.

During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation.

The resources offered should meet all the technical specifications. **Non-compliance to any of the technical specification may attract rejection of the proposal.**

1.2.3 Commercial Evaluation

Commercial Bids of bidders, who qualified in the eligibility and technical evaluation stages, 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.

1.2 Selection Methodology

Technically qualified and eligible as per eligibility criteria mentioned in the RFP with lowest quote based on Total Cost of Ownership (TCO) will be considered as successful bidder.

(Tender offer forwarding letter)

Tender Reference No.: DIT/BPR & BTB/OA/226/2017-18 dated 28/04/2017

Date: XX.XX.2017

The Deputy General Manager
IT, BPR & BTB
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 Anti-phishing Managed Services”

RFP Ref. No. DIT/BPR & BTB/OA/226/2017-18 dated 28/04/2017

With reference to the above RFP, having examined and understood the instructions for all annexures, terms and conditions forming part of the Bid, we hereby enclose our offer for **Implementation of Anti-phishing Managed Services** mentioned in the RFP document forming Eligibility and Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility and Technical as well as Commercial Bids by the bank we undertake to **implement anti-phishing managed services** as per your purchase orders/ Agreement.

In the event of our selection by the bank for **Implementation of Anti-phishing Managed Services**, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period valid for the tenure of the contract period plus a claim period of 3 (three) months, indemnifying any loss to the Bank, and the Performance Bank guarantee will be effective from the month of execution of the Agreement in favour of UCO Bank.

We agree to abide by the terms and conditions of this tender offer till 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 enclose the following Demand Drafts:

1. DD No. _____ dated _____ for Rs. 5,000/- (Rupees Five Thousand only) as Cost of RFP Document &
2. BG No. _____ dated _____ as EMD of Rs. 2,00,000/- (Rupees Two Lakhs only) .

Both DDs and or 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

Bank guarantee (Security Deposit Format)

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(s),

Sub: Implementation of Anti-phishing Managed Services**RFP Ref No:- DIT/BPR & BTD/OA/226/2017-18 dated 28/04/2017**

In response to your **Request for Proposal (RFP)** for **Implementation of Anti-phishing Managed Services**, M/s _____ having their registered office at _____ (hereinafter called the 'Vendor') wish to respond to the said Request for Proposal (RFP) for self and other associated vendors and submit the proposal for **Implementation of Anti-phishing Managed Services** and to provide related services as listed in the RFP document.

Whereas the 'Vendor' has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of Rs. (Rupees only) as bid security as required to be submitted by the 'Vendor' 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 Vendor withdraws his proposal during the validity period of the proposal; or
2. If the Vendor, 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

Rs.... (Rupees XXXXX) without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by UCO Bank which shall be conclusive and binding on us irrespective of any dispute or difference raised by the vendor.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed Rs..... (Rupees only).
2. This Bank guarantee will be valid upto _____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before_____.

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

Format for Performance Bank Guarantee**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(s),

Sub: Implementation of Anti-phishing Managed Services

WHEREAS, The UCO Bank, having its Head Office at 10 B.T.M Sarani, Kolkata - 700001 (hereinafter called the 'Bank') has invited Bids for the **Implementation of Anti-phishing Services** on the terms and conditions mentioned in the Bid document.

1. It is one of the terms of invitation of Bids that the Bidder shall furnish a Bank Guarantee as Earnest Money Deposit of Rs.....(Rupees.....only).

2. M/s_____ (hereinafter called as Vendor), who are our constituents intend to submit their Bid for the said work and have requested us to furnish guarantee to the 'Bank' in respect of the said sum of Rs.....(Rupees.....only).

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Bank) do hereby agree with and undertake to the UCO Bank, their Successors, Assigns that in the event of the UCO Bank coming to the conclusion that the Vendor have not performed their obligations under the said conditions of the Bid or have committed a breach thereof, which conclusion shall be binding on us as well as the said Vendor. We shall on demand by the UCO Bank, pay without demur to the UCO Bank, Rs..... or any lower amount that may be demanded by the UCO Bank. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Vendor under the said Conditions, provided, however, that our liability against such sum shall not exceed Rs.....(Rupees.....only).

2. We also agree to undertake to and confirm that the sum not exceeding

Rs..... as aforesaid shall be paid by us without any demur or protest, merely on demand from the UCO Bank on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the UCO Bank shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Bank within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the UCO Bank under this guarantee shall be independent of the agreement or agreements or other understandings between UCO Bank and the Vendor. This guarantee shall not be revoked by us without prior consent in writing of the UCO Bank.

We hereby further agree that –

a) Any forbearance or commission on the part of the UCO Bank in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and / or hereunder or granting of any time or showing of any indulgence by the UCO Bank to the Vendor or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Vendors of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs.....(Rupees.....).

b) Our liability under these presents shall not exceed the sum of Rs..... (Rupees.....).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in Bidding for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to _____ provided that if so desired by UCO Bank, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under this presents will terminate unless these presents are renewed as provided hereinabove on the ----- xxxx or on the day when our said constituents comply with their obligations, as to which a certificate in writing by UCO Bank alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of UCO Bank against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours' faithfully,

For and on behalf of

_____ Bank.

Authorised official.

(NB : This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified).

UCO BANK

Checklist of documents for Eligibility Criteria

Sl. No.	Pre-Qualifying Criterion	Documents to be submitted	Bidder's Compliance (Y/N)	Mention the Document submitted
1	The bidder should be registered as a company in India as per Company Act 1956 and should not be a subsidiary of a foreign company.	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office		
2	The bidder should have had an annual turnover of more than Rs. 3 Crores during any two of the last three financial years as evidenced by the audited accounts of the company / division. (i.e. 2013-14, 2014-15 and 2015-16).	Copy of the audited Balance Sheets for the preceding three years (i.e. 2013-14, 2014-15 and 2015-16).		
3	The bidder should have made operating profit in any two of the last three financial years (2013-14, 2014-15 and 2015-16)	Copy of the audited Balance Sheets for the preceding three years (i.e. 2013-14, 2014-15 and 2015-16).		
4	The Bidder/ the OEM should have provided Anti-Phishing Managed Services (i.e. Anti-phishing, Anti-pharming and anti-Trojan services) in at least one Financial Institution/PSU/Govt. Organization in India during the last two years. The solution offered should	Copy of Purchase Order and Client Certification for successful completion and maintenance with name and contact details of signatory		

	be currently running successfully.			
5	The bidder / the OEM whose services are used should own full-fledged Security Operations Center (SOC) or which is operational in India with minimum three active banking customers for last 1 year as of date of the RFP.	Self-declaration on the letter head with details.		
6	The bidder should not have been blacklisted /debarred for corrupt and fraudulent practices by Govt. organizations.	Self-declaration on the letter head has to be submitted as per Annexure- XI.		
7	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.	An undertaking has to be submitted		

Note: In this RFP, either the Indian agent on behalf of Principle/OEM or Principle/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. If an agent submits bid on behalf of the Principle/OEM, the same agent shall not submit a bid on behalf of another Principle/OEM in the same tender for the same item or product.

Place:

Date:

Signature of Bidder: _____

Name: _____

Business Address: _____

Technical Specifications

Sl. No	Parameter	Bidder's Compliance (Yes/No)	Remarks
1	Ability to monitor incidents related to branch abuse		
2	Ability to monitor all kind of incidents given below: <ul style="list-style-type: none"> • Phishing • Pharming • Trojan • Brand abuse • Compromised servers • Spoofed email address • Domains (old/new) similar to "UCO Bank" 		
3	Ability to monitor major Mobile app store for Malicious App/Trojan etc.		
4	Ability to report incidents through all modes of communication (email, SMS, phone call, dashboard etc.) and sending list of compromised accounts immediately on detection.		
5	Ability to close any incident within the earliest possible time, take proper counter measures wherever required, ensuring continuous monitoring for repeated incidents and maintaining sufficient contacts with ISP/third parties to act on behalf of UCO Bank for timely closure of incidents. If the same site becomes active again within a period of 180 days of its taking down, it should not be treated as a new incident and should be taken down as part of original incident.		
6	Legal support in the form of communication with CERT/ Cyber Crime (with special permission from the Bank. Technical support should be provided on a continuous basis.		
7	Forensics capability must ensure the following		

	functionalities: <ul style="list-style-type: none"> • Comprehensive analysis • Extracting critical data • Providing critical information to the customer as per the nature of the incident • Ability to provide data for investigation purposes. 		
8	Providing advisory services in the form of: <ul style="list-style-type: none"> • Advisory for online threats • Presentations in a quarter • Review calls • Intelligence alerts • High and low level reports on a monthly basis • Regular alerts on critical vulnerabilities • Articles and white papers • Tools and other methods used by the fraudster against the Bank 		
9	Experience in anti-phishing, Anti-pharming and Anti-Trojan Services (completed years only) (minimum 1 year)		
10	Number of customers using proposed/offered Anti-phishing services		
11	Number of banking customers using proposed / offered Anti-phishing service		
12	Number of phishing, pharming and Trojan incidents closed during last 1 year (minimum 5,000 in last one year in India)		
13	Engagement manager must have experience of at least 2 years in handling such projects. Certificate as a proof of the experience of the engagement manager has to be submitted.		

Place:

Signature of Bidder: _____

Date:

Name: _____

Business Address: _____

Masked Commercial Bid

Table-A						
No. of websites (a)	Description (b)	Per website per quarter cost (c)	Tax (%) (d)	Tax in amount (in Rs.) (e)	Multiplying factor (f)	Total Cost (g)= a*(c +e)*f (In Rs.)
6	Services as per scope of work	XXXXXX	XX	XXXX	8	XXXXXX

Table-B						
No. of apps (a)	Description (b)	Per app per quarter cost (c)	Tax (%) (d)	Tax in amount (in Rs.) (e)	Multiplying factor (f)	Total Cost (f)= (c +e)*d (In Rs.)
7	Services as per scope of work	XXXXXX	XX	XXXX	8	XXXXXX

Table-C	
Total cost of ownership, C=total cost of table A+ total cost of table B (in figures)	
Total cost of ownership, C=total cost of table A+ total cost of table B (in words)	

Note:

The L1 (lowest one) will be selected as successful bidder as per Total Cost of Ownership i.e. the amount mentioned in Table-C .

Note:

- Bidders should strictly quote in the format and for periods as mentioned above. No rows or columns should be deleted.
- No column/row should be left blank. In case of '0' (Zero)/NIL, it should be mentioned clearly as '0' (Zero)/NIL.
- No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.
- Prices quoted by Vendors should be inclusive of all costs such as, taxes etc. that need to be incurred. In future if Govt. will replace service TAX with any other TAX structure, Bank will pay the same as per actual.

5. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
6. **The bidder is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR would not be considered.**
7. **In near future, if UCO Bank goes for more services from the bidder for more websites and/or apps, the selected bidder will have to quote the per website per quarter cost/per app per quarter cost as quoted in column (c) of Table A or column (c) of Table B.**

We certify that all the components quoted above include cost of all activities and prices quoted are all in compliance with the terms stipulated in the RFP No:

We also confirm that we agree to all the terms and conditions mentioned in this RFP No -----

Place:

Date:

Business Address:

Signature:

Name:

List of Bank's Websites

	No. of websites	Details
Websites	6 (present)	<ol style="list-style-type: none"> 1. ucoonline.in 2. webmail.ucobank.co.in 3. ucobank.com 4. www.ucoebanking.com 5. ucombanking.com 6. ucosarathi.co.in
Apps	7 (present)	<ol style="list-style-type: none"> 1. UPI 2. UCO Pay 3. mPassbook 4. Mobile Banking 5. HRMS 6. Dashboard 7. NPA Tracker

PRE-CONTRACT INTEGRITY PACT
(to be stamped as per the Stamp Law of the respective State)

General

This 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 the bid documents, 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 Guarantee in favour of _____ ;
- (ii) A confirmed guarantee by an Indian Nationalised Bank (other than UCO Bank), promising payment of the guaranteed sum to the BUYER on demand of UCO Bank within the time mentioned by UCO Bank 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 180 days together with a claim period of 30 days.

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 utilized 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 PSU 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 3 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, 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

Authorised Signatory

Designation

Deptt

Witness

1.

2.

BIDDER

Name of the Officer

Authorised Signatory

Designation

Deptt

Witness

1.

2.

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

Self-Declaration for Non-Blacklisting

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(s),

Sub: Implementation of Anti-phishing Managed Services

RFP Ref. No. DIT/BPR & BTD/OA/226/2017-18 dated 28/04/2017

We, M/s _____, the undersigned, hereby certify that we have not been blacklisted by any Govt. /Govt. Agency/ Bank(s)/Financial Institutions in India and not debarred for corrupt and fraudulent practices.

Yours faithfully,

M/s _____

(Signature of the Authorized signatory)