



UCO BANK

Department of Information Technology

Request for Proposal (RFP) For “Implementation of SSOC (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions”

RFP REF NO: DIT/BPR & BTD/OA/5044/2019-20 Date: 22/01/2020

Pre-Bid Responses / Clarifications to Queries raised by the Bidder(s), Amendments, Addendums and Corrigendum's

Sl. No	Page. No.	Clause No	Clause as per RFP	Description of Query/ Clarification sought by Bidder	Bank Response
1	11 & 83	Part – I 3. Eligibility Criteria Point no. 6 & Annexure – Q : Eligibility Compliance Point no. 6	<u>Criteria:</u> 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. <u>Proof of documents to be submitted:</u> Necessary updated certificate in this regards should be enclosed.	<ol style="list-style-type: none">1. Authentication solution does not qualify for PA-DSS Certification hence request Bank to modify this clause to "PCI-DSS Certified & PA-DSS Compliant"2. PA-DSS certification is not required for ACS services. Request bank to kindly remove this criteria.3. As third party penetration testing/ vulnerability assessment and ethical hacking testing is part of PCI-DSS certification, hence no separate certificate is issued for penetration testing/ vulnerability assessment and ethical hacking testing. Request the	<u>The modified clause to be read as :</u> The hosted solution offered by the bidder should be PCI-DSS 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. The data center where the solution is hosted should be PA-DSS certified/compliant. <u>Proof of documents to be submitted:</u> Necessary updated certificate in this regards should be enclosed.

				<p>bank to consider PCI-DSS and PA-DSS certificates for compliance of this eligibility criteria.</p> <p>4. Since Security System for Online Card Transactions Solution is an authentication solution and not a payments solution, the solution need not be PA-DSS Compliant. Request bank to modify.</p> <p>5. As per the Card scheme guidelines, PA-DSS is not required for a hosted application service for two-Factor Authentication. Hence, only PCI DSS certification is required. Request Bank to consider.</p>													
2	12	Part – I 4. Projection	<table><tr><th>Sl. No.</th><th>Details</th><th>Figure (Approx.)</th></tr><tr><td>1</td><td>Card Base of the Bank</td><td>80 lac</td></tr><tr><td>2</td><td>Cards Registered for e-Com transactions</td><td>76 Lac</td></tr><tr><td>3</td><td>Current Transaction per Month</td><td>23 lac</td></tr></table> <p>Expected increase is in the range of 20-25 % transactions per month. The above figure is indicative only. The projected volume of transactions for the entire contract period is of 9 (Nine) Crores.</p>	Sl. No.	Details	Figure (Approx.)	1	Card Base of the Bank	80 lac	2	Cards Registered for e-Com transactions	76 Lac	3	Current Transaction per Month	23 lac	<p>1. Request Bank to re-confirm whether "20-25% increase" is per month or per year. Request Bank to also confirm the current transaction (RFP mention Projection current transactions as 23 Lakhs per month)</p> <p>2. (i) Is Bank issuing Debit, Credit and Prepaid Cards in its card portfolio? Is Bank using separate Switch for Prepaid and Credit Hosts? Will they support ACS Query for card/customer details?</p> <p>(ii) Is this transaction volume for e-Commerce, i.e. is this volume hitting the present ACS solution of the Bank? Request Bank to please provide the breakup of Visa, MasterCard and RuPay transactions.</p>	<p>1. Clause is Self-Explanatory.</p> <p>2. (i) Currently Bank is issuing Debit card, Pre-paid card through two different EFT switches. This proposed ACS solution is required for debit cards only. However in future, bank may include the facility for pre-paid cards and credit cards based on the requirement. The vendor has to provide the solution as per the commercial terms mentioned in the RFP.</p> <p>(ii) Bank is not issuing master card right now and the break-up of VISA and Rupay ACS transactions per month is as follows: The transactions of VISA - approx. 1.5 – 1.6 lakh & RuPay - approx. 20-23 Lakh.</p>
Sl. No.	Details	Figure (Approx.)															
1	Card Base of the Bank	80 lac															
2	Cards Registered for e-Com transactions	76 Lac															
3	Current Transaction per Month	23 lac															
3	17	Part – II 14. Selection Process	Technically qualified bidder with the lowest price (indicative) quote based on TCO as quoted in Annexure – T, will be	1. As per page 26 of RFP, Understand that Bank will be finalizing L1 bidder based on the RA result. Request Bank	The L1 bidder will be selected based on the Reverse Auction as mentioned in the page.no.26 under												

			considered as the L1 bidder.	to confirm. 2. It is the practice of the bank to ask for indicative price for deciding the base price for the reverse auction. However the final L1 vendor is selected based on reverse auction or close bid. Request the bank to clarify in this regard.	part – III.
4	28 & 87	Part – IV Scope of Work Sl. No. 3 & Annexure – R : (ii) Scope of Work Compliance Sl. No. 3	The Selected bidder should have its set-up Production and Disaster Recovery and should support Business Continuity Plan (BCP). For connecting with Bank's switch centre DC & DR sites, bidder can provide MPLS / Lease line connectivity. As per RBI recent mandate, DC & DR must be located in India.	1. Share the Bank DC & DR Address to check for the network connectivity arrangements. 2. We assume that the MPLS/Lease line will be procured by vendor and Bank will reimburse the cost on actuals.	1. Currently the Bank's ATM Switch DC is at Mumbai & DR at Chennai. The exact address will be shared to the selected bidder. 2. Bidder to provide the MPLS / Lease line connectivity as mentioned in the RFP Clause without any additional cost to the Bank.
5	28 & 87	Part – IV Scope of Work Sl. No. 4 & Annexure – R : (ii) Scope of Work Compliance Sl. No. 4	The selected bidder should carry DR Drill of the system as per the guidelines of payment systems, at least once in Three months or in case of requirement by the Bank.	We assume that cost of such requirements shall be borne by the Bank, Request Bank to confirm.	Clause stands as per RFP.
6	28 & 87	Part – IV Scope of Work Sl. No. 6 & Annexure – R : (ii) Scope of Work Compliance Sl. No. 6	The selected bidder should allow Bank / Any statutory body's representatives to conduct Inspection/Audit at their premises as per Bank's requirement.	1. We assume that cost of such requirements shall be borne by the Bank, Request Bank to confirm. 2. (i) Auditing can be permitted only for regulatory bodies/statutory bodies. The solution is provided on a hosted premise and hence access to Bank representatives cannot be provided. Further request to include a reasonable prior notice for such audit. (ii) Bidder requests that reasonable notice to be provided to the Bidder	It is clarified that, the selected bidder should allow Bank / Any statutory body's representatives to conduct Inspection / Audit at their premises as per Bank's requirement without any additional cost to the Bank. Bank will give prior notice to the bidder before start of the Audit.

				for any audit.	
7	28 & 87	Part – IV Scope of Work Sl. No. 7 & Annexure – R : (ii) Scope of Work Compliance Sl. No. 7	The proposed solution should be compatible with e-mandate features through Bank's Debit Card (without any additional cost to the Bank).	<ol style="list-style-type: none"> 1. It will not be possible to envisage the efforts without knowing the actual scope of work for e-mandate hence request Bank to modify the clause as 'at mutually agreed cost' instead of 'no additional cost'. 2. Currently not supported but can be done if API's provided by the Bank 	<ol style="list-style-type: none"> 1. Clause Stands as per RFP. 2. The system flow can be mutually decided.
8	31 & 91	Part – IV Scope of Work Sl. No. 38 & Annexure – R : (ii) Scope of Work Compliance Sl. No. 38	The selected bidder has to provide Access Control Server (ACS) and Registration Server for customer enrolment and authentication.	Request Bank to clarify the version of ACS to be proposed ? ACS Ver 1.0 or Ver 2.0 ?	Bidder has to provide the latest version of the ACS with the scope as mentioned in the RFP which should comply the directions VISA, NPCI, RBI and other regulatory authorities.
9	32 & 92-93	Part – IV Scope of Work Sl. No. 53 & Annexure – R : (ii) Scope of Work Compliance Sl. No. 53	The solution should support specifications issued by card associations (VISA/RuPay/Master) or government bodies (RBI, etc.) for card not present transactions for all type of cards i.e. Debit/Credit & Pre-Paid. The technical Specifications should give the support to the existing / current specification features as well as the future specification features as per the RBI / Other Regulatory Authorities.	<ol style="list-style-type: none"> 1. What are other Regulatory Authorities? 2. While we agree to comply with all laws existing as on date of submission of bid, it is not possible for the bidder to envisage regulatory requirements which may be applicable in future and corresponding changes to be done to the solution, thus we request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties preferably by Change Request and this clause should be amended 	<ol style="list-style-type: none"> 1. Clause is Self-Explanatory. 2. Clause Stands as per RFP.

				accordingly.	
10	33	Part – V 2. Schedule of Implementation	The selected bidder has to ensure the end to end completion of issuing functionalities including the migration of setup and the data from the existing vendor 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 Purchase Order.	Request bank to allow at least 6 weeks’ time for implementation, as it involves real time integration with Bank Switch / Host which would be a time consuming activity	Clause Stands as per RFP.
11	36	Part – V 9. Taxes	a. Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.	we understand that the bidder is required to quote commercials excluding all the taxes, all applicable taxes shall be paid by bank at actual, Request Bank to confirm.	Please refer to the Annexure – T, commercial format note point no. “b” at page no. 95.
12	10 & 82	Part – I 3. Eligibility Criteria Point no. 1 & Annexure – Q : Eligibility Compliance Point no.1	Criteria: Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956 / 2013 for the last 3 years as on the date of issuance of RFP. The bidder should be recognized by Department for Promotion of industry and internal trade (DPIIT) or registered as MSME Entrepreneur, & still categorized as MSME as on the date of submission of	<ol style="list-style-type: none"> 1. Is this a mandate to be DPIIT & MSME? Can there be any relaxation on subsidiary of a foreign company clause? 2. We understand this is applicable only in case bidder is not a limited company registered in India under the Companies ACT, 1956/2013. Please clarify this. 	The modified clause to be read as: Criteria: Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956 / 2013 for the last 3 years as on the date of issuance of RFP. In case, bidder is a MSME company or a start-up, then, “The bidder should be recognized by Department for Promotion of industry

			<p>RFP. The bidder should not be a subsidiary of a foreign company.</p> <p><u>Proof of documents to be submitted:</u> Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document, if applicable. Registration certificate issued by / from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME, relevant certificate issued by (Department for Promotion of industry and internal trade (DPIIT)).</p>		<p>and internal trade (DPIIT) or registered as MSME Entrepreneur, & still categorized as MSME as on the date of submission of RFP."</p> <p><u>Proof of documents to be submitted:</u> Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document, if applicable. Registration certificate issued by / from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME, relevant certificate issued by (Department for Promotion of industry and internal trade (DPIIT)).</p>
13	44-45	Part – V 26. Indemnity	<p>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.</p> <p>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.</p> <p>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</p>	<ol style="list-style-type: none"> (i) Doctrine of privity of contract provides that a contract cannot confer rights or impose obligations arising under it on any third party or person or agent except the parties to it. (ii) There cannot be an open indemnity without any cap on the time period. The solution is a hosted model solution and the indemnities are generic in nature. The bidder can accept indemnification provision only for gross negligence or wilful misconduct by the Bidder, capped at the total contract value. 	<p>Clause stands as per RFP.</p>

			<p>employees/personnel.</p> <p>All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.</p> <p>Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.</p>		
14	48	Part –V 33. Termination for Convenience	<p>The Bank, by written notice sent to the vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.</p>	<ol style="list-style-type: none"> 1. Request Bank to remove this clause as termination cannot be based on the convenience. 2. Termination for convenience is not acceptable as we need minimum commitment from the Bank as the services offered are hosted and bank does not incur any upfront cost. Also, this will affect the revenue recognition of the bidder. 	Clause stands as per RFP.
15	51-52	Part – V 42. Dispute Resolution Mechanism & 43. Arbitration	<p><u>42. Dispute Resolution Mechanism</u></p> <p>a. The Bidder and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:</p> <p>i. 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.</p> <p>ii. The matter will be referred for negotiation between Deputy General Manager of The Bank / Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action</p>	<ol style="list-style-type: none"> 1. Clause is repetitive and contradictory in their provision contained therein which leave with ambiguity. 2. Repeated clause. Please remove. 	Please refer to the Corrigendum.

			<p>documented within a further period of 15 days.</p> <p>b. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 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.</p> <p>c. 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 45 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.</p> <p>d. 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 the</p>		
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			<p>Contract/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.</p> <p>e. 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 and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.</p> <p><u>43. Arbitration</u></p> <p>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</p>		
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			<p>Arbitrator / Arbitrators shall give a reasoned award.</p> <p>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 on-going 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.</p>		
16	53	Part – V 46. Limitation of Liability	<p>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</p> <ol style="list-style-type: none"> IP Infringement indemnity. 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. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order. 	<ol style="list-style-type: none"> Indemnity claim for indirect claims and damages is not acceptable as the same is against the provisions of section 73 of Indian Contract Act, 1872. Request to cap the aggregate liability limited to the last 12 months' fees paid by the Bank to bidder and the bidder shall not be liable for any indirect, consequential, incidental or special damages under the agreement. 	Clause stands as per RFP.
17	56	Annexure – C :	In respect of such solution / software and	Please confirm any future modification	Clause stands as per RFP.

		OSD Original Solution / Software Developer Authorisation form (OSDF)	services. We undertake to provide back-to-back support for modifications / customization and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as ATS period if the above bidder authorized by us fails to perform in terms of the RFP.	/customization will be done on mutually agreed rates.									
18	95	Annexure – T : Commercial Bid Indicative	<table border="1"><thead><tr><th>Particulars</th><th>Rate per SMS & Rate per e-mail</th></tr></thead><tbody><tr><td>Per SMS rate as per the scope of work</td><td></td></tr><tr><td>Per e-mail rate as per the scope of work</td><td></td></tr><tr><td colspan="2">Note: This will not be considered for calculating the total cost of ownership (TCO). In future, if Bank requires to send SMS through the selected bidder, then the mentioned per SMS price / per e-mail price will be negotiated.</td></tr></tbody></table>	Particulars	Rate per SMS & Rate per e-mail	Per SMS rate as per the scope of work		Per e-mail rate as per the scope of work		Note: This will not be considered for calculating the total cost of ownership (TCO). In future, if Bank requires to send SMS through the selected bidder, then the mentioned per SMS price / per e-mail price will be negotiated.		Request Bank to provide additional place holder for international SMS rates.	Yes. The bidder can quote international SMS rates in a separate placeholder.
Particulars	Rate per SMS & Rate per e-mail												
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Note: This will not be considered for calculating the total cost of ownership (TCO). In future, if Bank requires to send SMS through the selected bidder, then the mentioned per SMS price / per e-mail price will be negotiated.													
19	10-11 & 83	Part – I 3. Eligibility Criteria Point no. 4 & Annexure – Q : Eligibility Compliance Point no. 4	<p>Criteria: The bidder should have a minimum turnover of ₹10 Crore per year in the last three financial years i.e. 2016-2017, 2017-2018 and 2018-2019. This must be the individual Company's turnover and not that of any group of Companies.</p> <p>Proof of documents to be submitted: Copy of the audited balance sheet, certificate from the Chartered Accountant (in case of Provisional Balance Sheet) of the company showing profit, net-worth and turnover of the company for the last three consecutive financial years i.e. 2016-2017, 2017-2018 and 2018-2019.</p>	<p>1. Given that ACS services are critical to bank customers' e-Commerce transactions, sufficient past experience in implementing this service is essential and stability of the company is to be considered. In order to obtain suitably competitive responses, and from experienced service providers, request bank to increase the minimum turnover from ₹10 Crore to ₹25 Crore.</p> <p>2. We request the bank to modify this clause as below: "The bidder should have a minimum turnover of ₹10 Crore per year in the last three financial years i.e. 2016-2017, 2017-2018 and 2018-2019. This must be the individual Company's turnover and not that of any group of Companies. In the event that the financial statement for FY 2018-19 is under audit bidder may submit a CA certificate for the same and submit financials for FY 2017-18, 2016-17 & 2015-16"</p>	<p>Clause stands as per RFP and is self-Explanatory.</p> <p>Clarifications: In case bidder is submitting the Provisional Balance sheet, then certificate from chartered accountant is required to be submitted. Otherwise copy of the audited balance sheet of the company showing profit, net-worth and turnover of the company for the last three consecutive financial years i.e. 2016-2017, 2017-2018 and 2018-2019 are to be submitted.</p>								

20	11 & 83	Part – I 3. Eligibility Criteria Point no. 5 & Annexure – Q : Eligibility Compliance Point no. 5	<p>Criteria: Bidder / OEM should have implemented and continuing the proposed solution and services for SSOC system for VISA and RuPay cards in any of the Public Sector Bank / Private Bank in India for last two years.</p> <p>Proof of documents to be submitted: Documentary evidence with relevant copies of Purchase Order along with Satisfactory Working Certificates / Completion Certificates / Installation Reports /Payment Receipt/ Project Sign-Offs in the last two years including names of clients with Phone and Fax numbers, E-Mail IDs etc.</p>	<ol style="list-style-type: none"> 1. Given that ACS services are critical to bank customers' e-Commerce transactions, sufficient past experience in implementing this service is essential. In order to obtain suitably competitive responses, and from experienced service providers, request bank to include minimum of 4 public sector banks in India and an effective success rate. 2. We have implemented the solution in public sector bank in Sri Lanka and it is running successfully from last two years. In India we have done it for one of the Public Sector Bank through one of our partners and it is yet to go live. We have also implemented the solution for one of the PSP in Saudi but have not gone live. We request bank to amend the criteria as below: "Bidder / OEM should have implemented and continuing the proposed solution and services for SSOC system for VISA and RuPay cards in any of the Public Sector Bank / Private Bank in India or abroad for last two years." 3. Request bank to modify the clause to "Bidder / OEM should have implemented and continuing the proposed solution or services for SSOC system for VISA and RuPay cards in any of the Public Sector Bank / Private Bank in India for last two years." 	Clause stands as per RFP.
21	26	Part – III Reverse Auction	The Bidder who's Price Bid (indicative) has not been rejected / disqualified by the Bank will be asked to participate in	<ol style="list-style-type: none"> 1. Request bank to remove reverse auction clause. 2. In the event Bank opts for reverse 	<ol style="list-style-type: none"> 1. Clause stands as per RFP. 2. Indicative commercials will be opened once the bidder is

			<p>the Reverse Auction, which will be conducted for determining the L1 vendor.</p> <p>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.</p>	<p>auction. Whether they will open the commercial bid of all the vendors.</p>	<p>eligible and technically qualified.</p>
22	40-41	<p>Part – V</p> <p>18. Uptime</p>	<p><u>Uptime Requirement and Penalty Charges</u></p> <p>The Bank expects 99.98% or above uptime at site/s to be calculated on</p>	<p>1. Request bank to change the penalty as under</p>	<p>1. Clause stands as per RFP.</p> <p>2. Please refer to the corrigendum.</p>

			<p>monthly basis. However, any deviation from the same shall invite penalty as under:</p> <table><tr><th>Monthly Uptime in %</th><th>Penalty</th></tr><tr><td>>= 99.98% or more</td><td>No Penalty</td></tr><tr><td>>99.00% to <99.98%</td><td>Penalty of Rs. 10, 000/-</td></tr><tr><td>>96.00% to <=99.00%</td><td>Penalty of Rs. 20, 000/- per 1% per downtime will be deducted</td></tr><tr><td>Less than 96.00%</td><td>Bank shall have full right to invoke the Bank Guarantee and terminate the contract under this RFP</td></tr></table>	Monthly Uptime in %	Penalty	>= 99.98% or more	No Penalty	>99.00% to <99.98%	Penalty of Rs. 10, 000/-	>96.00% to <=99.00%	Penalty of Rs. 20, 000/- per 1% per downtime will be deducted	Less than 96.00%	Bank shall have full right to invoke the Bank Guarantee and terminate the contract under this RFP	<table><tr><th>Monthly Uptime in %</th><th>Penalty</th></tr><tr><td>>= 99.95% or more</td><td>No Penalty</td></tr><tr><td>>99.00% to <99.95%</td><td>Penalty of Rs. 5, 000/-</td></tr><tr><td>>96.00% to <=99.00%</td><td>Penalty of Rs. 10, 000/- per 1% per downtime will be deducted</td></tr><tr><td>Less than 96.00%</td><td>Bank shall have full right to invoke the Bank Guarantee and terminate the contract under this RFP</td></tr></table> <p>2. (i) We understand that over all penalty (SLA + LD) is limited to 10% of the TCO, Request Bank to confirm. (ii) SLA statures by the bank is not clear ,whereas the SLA it mention as 99.9% and in the penalty it has mention has 99.98% (iii) If we consider the SLA has 99.9 this can be achievable considering the SMS services provider is stable.</p>	Monthly Uptime in %	Penalty	>= 99.95% or more	No Penalty	>99.00% to <99.95%	Penalty of Rs. 5, 000/-	>96.00% to <=99.00%	Penalty of Rs. 10, 000/- per 1% per downtime will be deducted	Less than 96.00%	Bank shall have full right to invoke the Bank Guarantee and terminate the contract under this RFP	
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>96.00% to <=99.00%	Penalty of Rs. 10, 000/- per 1% per downtime will be deducted																								
Less than 96.00%	Bank shall have full right to invoke the Bank Guarantee and terminate the contract under this RFP																								
23	General		3DS 2.0 complaint. In-line with EMVCo guidelines on shifting from 3DS 1.0 to 3DS 2.0 standards, request the Bank to make compliance with 3DS 2.0 protocol with minimum 1 Bank Live on 3DS 2.0 as a mandatory criterion for the bidders.	Requirement stands as per RFP.																					

24	11 & 83-84	Part – I 3. Eligibility Criteria Point no. 8 & Annexure – Q : Eligibility Compliance Point no. 8	<p>Criteria: The OEM / OSD products offered in this RFP have been deployed and running successfully in at least one Public Sector Bank / Private Bank.</p> <p>Proof of documents to be submitted: Documentary evidence with relevant copies of Purchase Order along with Certificate of Satisfactory Working / Completion Certificate / Installation Report / Project Sign-Offs in the last two years including names of clients with Phone no., E-Mail IDs, etc.</p>	<p>We request bank to amend the criteria as below: "The OEM / OSD products offered in this RFP have been deployed and running successfully in at least one Public Sector Bank / Private Bank in India or abroad."</p>	Clause stands as per RFP.
25	28 & 87	Part – IV Scope of Work Sl. No. 2 & Annexure – R : (ii) Scope of Work Compliance Sl. No. 2	The solution should accept Debit / Credit /Pre-Paid cards (Visa, MasterCard, Maestro and RuPay) and also through various channels like Internet, Mobile phones, etc. The Bank will use existing tie-up with aggregators for acquiring Internet Banking/Mobile Banking/Wallet transactions.	<p>1. RuPay Testing is done, but solution needs to undergo certification hence would request Bank to kindly provide some relaxation on the criteria. Trust Bank would consider our request favorably.</p> <p>2. (i) Transaction done through aggregators on Internet Banking/ Mobile Banking/ Wallet applications uses its own credentials for authorization and does not need ACS intervention. Please confirm if the understanding is correct. Please remove the second line of this requirement if the understanding is correct.</p>	<p>The modified clause to be read as: The solution should accept Debit / Credit /Pre-Paid cards (Visa, MasterCard, Maestro and RuPay) and also through various channels like Internet, Mobile phones, etc.</p>
26	30 & 89-90	Part – IV Scope of Work Sl. No. 25 & Annexure – R : (ii) Scope of Work compliance Sl. No. 25	The selected bidder should also support the requisite certifications, integration, maintenance, patching, and audit compliance, etc., within 30 days of the intimation from the Bank / Auditor without any additional cost to the Bank.	Overall, how many integrations will have to be done? Will the APIs for integration be provided by the bank or will the bidder have to develop them?	Clause is self-explanatory

27	28 & 87	Part – IV Scope of Work Sl. No. 8 & Annexure – R : (ii) Scope of Work Compliance Sl. No. 8	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.	RuPay Testing is done, but solution needs to undergo certification hence would request Bank to kindly provide some relaxation on the criteria. Trust Bank would consider our request favourably.	Clause stands as per RFP.
28	28 & 87	Part – IV Scope of Work Sl. No. 9 & Annexure – R : (ii) Scope of Work Compliance Sl. No. 9	The solution should be certified for Verified by Visa/Master Card/RuPay Pay Secure authentication of both domestic and international ecommerce transactions initiated from the cards issued by the UCO Bank as well as cards issued by the Bank's sponsored RRB's.	RuPay Testing is done, but solution needs to undergo certification hence would request Bank to kindly provide some relaxation on the criteria. Trust Bank would consider our request favourably.	Clause stands as per RFP.
29	29 & 88	Part – IV Scope of Work Sl. No. 14 & Annexure – R : (ii) Scope of Work Compliance Sl. No. 14	The solution should have captcha facility at the time of registration or at any step decided by Bank. The registration process and also every subsequent online transaction need to be authenticated by an OTP sent to the customer's registered mobile number.	<ol style="list-style-type: none"> 1. Captcha needs to be built- currently we do not support the feature. Customization can be done. 2. Usage of CAPTCHA as part of the registration is required once and that is based on best practices. Keeping multiple CAPTCHA at multiple steps creates customer inconvenience. Hence request Bank to please remove the clause "at any step". 3. Request bank to remove this clause as this is not as per the 3DS mandate. 	Clause stands as per RFP.
30	29 & 88-89	Part – IV Scope of Work Sl. No. 15 & Annexure – R : (ii) Scope of Work Compliance	The solution should provide an alert message for each successful/unsuccessful registration/transactions and change in Mobile number. The solution should provide facility to regenerate the OTP in case the OTP is not received by the customer in the specified time. The OTP	<ol style="list-style-type: none"> 1. Any message if sent to ACS for generation/authentication of the customer, it would be able to send an alert. The use cases may be many. Change in Mobile Number cannot be part of the solution. Please suggest. 2. Will the cost of sending SMS be borne by the bank separately? 	<ol style="list-style-type: none"> 1. Clause stands as per RFP. 2. Please refer to point no.31 of Annexure – R (ii) scope of work compliance and Sl. No. 15 under Part – IV, Scope of Work of RFP.

		Sl. No. 15	validity period should be configurable.		
31	31 & 92	Part – IV Scope of Work Sl. No. 45 & Annexure – R : (ii) Scope of Work Compliance Sl. No. 45	Cardholder should be able to register himself through profile website & ADS.	<ol style="list-style-type: none"> 1. Self-registration needs to be built. Currently not supported but can be customized as per the banks requirement. 2. Request Bank to explain the flow for registration through ADS. 	<ol style="list-style-type: none"> 1. Clause stands as per RFP. 2. The flow for registration will be discussed with the selected bidder.
32	31 & 92	Part – IV Scope of work Sl. No. 46 & Annexure – R : (ii) Scope of Work Compliance Sl. No. 46	Selected Service providers may setup velocity checks and other limits for the card not present transactions as per Bank's requirement.	Is this a part of ACS? Request Bank to share some more information on the required functionality.	Clause stands as per RFP.
33	32 & 92	Part – IV Scope of Work Sl. No. 49 & Annexure – R : (ii) Scope of Work Compliance Sl. No. 49	The system should have capability to configure the minimum amount after which the OTP will be mandatory for authentication.	<p>This should not be a part of ACS?</p> <p>As the card limit is applicable only for Card present environment. If Yes Please share more details on the required feature. Request for clarification from Bank.</p>	Clause stands as per RFP.
34	10 & 82	Part – I 3. Eligibility Criteria Point no. 2 & Annexure – Q : Eligibility Compliance Point no. 2	<p>Criteria:</p> <p>The bidder should be an OEM / OSD or their authorized representative in India. In case of the OEM / OSD is participating in the tendering process directly, authorized representative of that OEM/OSD will not be permitted to participate in the same tendering process.</p> <p><u>Proof of documents to be submitted:</u></p> <p>Undertaking / Power of Attorney (PoA)</p>	The proposed solution is in-house developed. Can we give a declaration to this effect on our company's letterhead?	Yes. If the bidder is having the proposed solution in in-house, then the bidder can submit a declaration to this criteria effect in their company's letterhead.

			<p>from the OEM / OSD mentioning a clause that OEM / OSD will provide support services during warranty period if the bidder authorized by them fails to perform.</p> <p>In case of an authorized representative, a letter of authorization (MAF) / OSD Authorization Form from original manufacturer / solution developer must be furnished in original duly signed & stamped (As per Annexure – C).</p>		
35	11 & 83	<p>Part – I</p> <p>3. Eligibility Criteria</p> <p>Point no. 7 & Annexure – Q : Eligibility Compliance</p> <p>Point no. 7</p>	<p>Criteria: Bidder should have experience of migration from existing system and having support for VISA/RuPay cards to new system.</p> <p>Proof of documents to be submitted: Bidder must submit the certificate of such migration along with the bid document.</p>	Will a letter issued by such client suffice?	Yes. The letter should be duly signed and stamped by the authorized signatory in their company's letter.
36	25	<p>Part – III</p> <p>Basis for evaluation:</p>	Note: The customization should be completed within 4 weeks of Purchase Order.	The successful vendor may be permitted to discuss with the bank nature of customization and its duration and arrive at a suitable timeframe.	Clause stands as per RFP.
37	13	<p>Part – II</p> <p>1. Invitation for Bids</p>	UCO Bank invites sealed tenders comprising of Eligibility Bid, Technical bid and Commercial bid (indicative) from experienced 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 accepted by 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	<p>What is the name of the incumbent vendor providing ACS Solution to Bank? We believe that Bank shall provide support/ assistance to get the data from the incumbent in requisite format.</p>	The query is not relevant to the RFP referred clause.

			evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at the Bank's discretion.		
38	27	Part – III	<p>Short Listing</p> <p>The evaluation will take into account the following factors:</p> <p>ii. Normalization of bids: The Bank will go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible and feasible to ensure that shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically short-listed bidders to re-submit the technical and indicative commercial bids once again for scrutiny in part or full.</p>	Can the bank indicate as to how many times normalization process will go through?	Clause is self-explanatory.
39	30 & 90	Part – IV Scope of Work Sl. No. 30 & Annexure – R : (ii) Scope of Work Compliance Sl. No. 30	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. In future if Bank changes its Switch vendor, the selected bidder has to integrate with the new vendor's switch without any additional cost to Bank.	It is suggested that the bank can discuss this issue with the successful bidder taking into account the commercials involved for migration.	Clause stands as per RFP.
40	31 & 91	Part – IV Scope of Work Sl. No. 35 & Annexure – R :	The cost for migration / integration from the Bank's existing service provider shall be borne by the selected Bidder.	Request the bank to consider the migration cost separately.	Clause stands as per RFP.

		(ii) Scope of Work Compliance Sl. No. 35			
41	35 & 36	Part – V 7. Performance Bank Guarantee	<p>The successful bidder shall be required to provide a Bank Guarantee for 10% of the Total Order Value issued by any scheduled commercial bank (other than UCO Bank) valid for 39 months (36+3 months claim period), indemnifying any loss to the Bank, as per the format of Annexure – E. The Bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level Agreement (SLA). Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.</p> <p>The Performance Bank Guarantee shall act as a security deposit and either in case the prime vendor is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same. Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Prime Vendor is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD on Delivery and installation.</p>	Request the bank to consider 45 days' time period to furnish the Performance Guarantee from the date of acceptance of purchase order.	Clause stands as per RFP.
42	38 & 39	Part – V 13. Terms of Payment	Bidder will have to submit the documents at UCO Bank along with request letter for payment in case of transactions related to UCO Bank. Documents related to each phase should be submitted for	<ol style="list-style-type: none"> 1. Successful bidder may be permitted to quote GST taxes separately in the monthly invoices. However in the commercial format Annexure – T : Commercial Bid indicative, bank has 	<ol style="list-style-type: none"> 1. GST will be paid on actuals. 2. Commercial template is self-explanatory.

			<p>payment in single lot separately. Terms of Payment will be as under:</p> <p>1) No advance payment will be made.</p> <p>2) TDS will be applicable</p> <p>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. Further, it may be noted that the criteria mentioned above is only for the purpose of effecting agreed price payment.</p> <p>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.</p> <p>The payment will be made in monthly basis after receipt of necessary details from the bidder and clearance or queries of the Bank.</p> <p>The Payment will be made for all the transactions processed by the selected bidder.</p> <p>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.</p>	<p>stated (in Note: b) GST will be paid by Bank as per actual on production of receipt. Request the bank to clarify on the GST point. In other words GST will be exclusive on the TCO.</p> <p>2. Prices shall be exclusive of applicable GST/Taxes/Duties.</p>	
43	65	Annexure – I : Undertaking for minimum wages act & labour laws	<p>Undertaking Letter on the selected bidder's letterhead for Central Minimum Wages Act & Labour Laws</p> <p>(Proof of compliance and labour license needs to be submitted along with the quotation)</p>	As a service industry, the labour license is not applicable to us.	Clause is self-explanatory.
44	100	Annexure – W :	Business Rules for Reverse Auction	Suggest the timing for reverse auction	Clause stands as per RFP.

		Business Rules for Reverse Auction		may be restricted to limited period.	
45	10-11 & 82-83	Part – I 3. Eligibility Criteria Point no. 3 & Annexure – Q : Eligibility Compliance Point no. 3	<p>Criteria: The Bidder should be a profitable company in last financial year i.e. 2018-19 and in any one of the last 2 preceding financial years i.e. 2016-2017 & 2017-2018.</p> <p>Proof of documents to be submitted: Copy of the audited balance sheet, certificate from the Chartered Accountant (in case of Provisional Balance Sheet) of the company showing profit, net-worth and turnover of the company for the last three consecutive financial years i.e. 2016-2017, 2017-2018 and 2018-2019.</p>	<p>We request the bank to modify this clause as below: "The Bidder should be a profitable company in any two of last three financial year i.e. 2018-19, 2017-18 & 2016-2017. In the event that the financial statement for FY 2018-19 is under audit bidder may submit a CA certificate for the same and submit financials for FY 2017-18, 2016-17 & 2015-16"</p>	<p>The modified clause to be read as: Part – I, 3. Eligibility Criteria, Point no. 3 & Annexure – Q : Eligibility Compliance</p> <p>Criteria: Bidder should have net profit in any two of the last three financial years and bidder should have positive net-worth in the last three financial years. i.e., 2016-2017, 2017-2018 & 2018-2019.</p> <p>Proof of documents to be submitted: In case bidder is submitting the Provisional Balance sheet, then certificate from chartered accountant is required to be submitted. Otherwise only the copy of the audited balance sheet of the company showing profit, net-worth and turnover of the company for the last three consecutive financial years i.e. 2016-2017, 2017-2018 and 2018-2019 are to be submitted.</p>
46		General		The RFP is silent regarding bidder' right for termination, suspension for non-payment, charging interest for delayed payment, indemnification for the bidder for bank's defaults etc. which shall be discussed during the contracting stage.	RFP is self-explanatory
47	28 & 87	Part – IV Scope of Work Sl. No. 5 & Annexure – R : (ii) Scope of Work	The solution should be scalable and should comply with international standards like PCI DSS & PA-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	1. (i) While we agree to comply with all laws existing as on date of submission of bid, it is not possible for the bidder to envisage regulatory requirements which may be applicable in future and corresponding changes to be done to the solution, thus we request	Clause stands as per RFP.

		Compliance Sl. No. 5	to time.	<p>that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties preferably by Change Request and this clause should be amended accordingly.</p> <p>(ii) Bidder cannot factor the requirements for future regulatory changes at the time of bidding and hence, request to modify: "The solution should be scalable and should comply with international standards like PCI DSS & PA-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 as on the date of submission of bid."</p>	
48	29 & 88	<p>Part – IV Scope of Work Sl. No. 13 & 14 & Annexure – R : (ii) Scope of Work Compliance Sl. No. 13 & 14</p>	<p><u>Sl. No. 13</u> 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</p>	<p>1. (i) We understand the Visa, MasterCard has stopped new certifications on 3DS1.0. Also, in 3DS2.0, 3DSecure does not support password. Also in NPCI, RuPay do not secure static password authentication. Hence, registration process would not be required for 3DS authentication. Hence request Bank to remove the requirement of static password from the RFP Annexures.</p> <p>(ii) In point 13, Bank has requested for 3D Secure authentication password registration process, however in point</p>	<p>The selected bidder should provide the solution as per the latest standard required for registrations as per the guidelines of RBI / NPCI / VISA / Master / EMVCo and other regulatory authorities.</p>

			<p>Transactions.</p> <p>Sl. No. 14</p> <p>The solution should have captcha facility at the time of registration or at any step decided by Bank. The registration process and also every subsequent online transactions needs to be authenticated by an OTP sent to the customer's registered mobile number.</p>	<p>14, it has been mentioned that for each transaction authentication should be based on OTP sent to customer. In 3DS2.0 version of EMVCo. Password is not more supported. Also, NPCI does not allows password for Ecommerce and recommends OTP for authentication. Hence request Bank to remove the requirement of static password from the RFP Annexures and keep OTP based authentication.</p>	
49	28-29 & 88	<p>Part – IV Scope of Work Sl. No. 11 & Annexure – R : (ii) Scope of Work Compliance Sl. No. 11</p>	<p>The selected bidder has to migrate all the registered card holders of UCO Bank/RRB data from the existing service provider to its system within 4 weeks of Purchase Order. The existing registered user data will be shared either by existing vendor or by the Bank at one time. Vendor has to fetch the data for the new enrolled customers from Bank's CBS / internal server through the API call / any other arrangement. The format of data sharing shall be discussed with successful bidder. The final decision of the Bank will be binding on the selected bidder.</p>	<ol style="list-style-type: none"> 1. Request bank to modify the clause to "The selected bidder has to migrate all the registered card holders of UCO Bank/RRB data from the existing service provider to its system within 6 weeks of Purchase Order." 2. This depends on the involvement level from the existing vendor to provide the data structure and perform the mock migration run. 3. How many RRBs does Bank have? 4. Please let us know the quantum of registered card holders of UCO Bank/RRB data' to be migrated? 	<ol style="list-style-type: none"> 1. Clause stands as per RFP. 2. Clause is self-explanatory. 3. Currently one RRB i.e. Paschim Banga Gramin Bank. 4. Currently, Bank is having approx. 80 lakhs of Active Cards including VISA & RuPay.
50	86	<p>Annexure – R : (i) Technical compliance Sl. No. 17</p>	<p>The proposed solution should be compatible with e-mandate features through Bank's Debit Card (without additional cost to the Bank)</p>	<p>E-mandate for e-commerce transactions needs to be implemented at Network level before it can be used by the customer. Since this is not yet done by RuPay, request Bank to remove the requirement as part of the deliverable.</p>	<p>Clause stands as per RFP. E-mandate shall be implemented by the selected bidder without any additional cost to the Bank after readiness of the NPCI.</p>
51	29 & 89	<p>Part – IV Scope of Work Sl. No. 20 & Annexure – R : (ii) Scope of</p>	<p>The selected bidder has to provide administrator access to Bank through dedicated URL to the application for performing the standard functions like cardholder enquiry, adding/ deleting cardholders, locking/ unlocking</p>	<p>Understanding is that the vendor can send the required data to the bank's existing portal from which the required functionalities can be enabled.</p>	<p>The selected bidder has to give access through the portal for performing the standard functions like cardholder enquiry, adding/ deleting cardholders, locking/ unlocking cardholder, marking a</p>

		Work Compliance Sl. No. 20	cardholder, marking a card for re-registration, etc.		card for re-registration, etc.
52	30 & 90	Part – IV Scope of Work Sl. No. 27 & Annexure – R : (ii) Scope of Work Compliance Sl. No. 27	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.	Bidder requests that any audit will be cooperative of and in considerate to Bidder's confidentiality and security restrictions and guidelines.	Clause is self-explanatory.
53	29 & 89	Part – IV Scope of Work Sl. No. 19 & Annexure – R : (ii) Scope of Work Compliance Sl. No. 19	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.	Need more clarity on what type of authorization expected between 3DSecure system and Bank Debit/credit/Pre-paid card switches	Bank's debit/credit/pre-paid card switches will do the authentication of the customer based on the card credentials.
54	32 & 93	Part – IV Scope of Work Sl. No. 54 & Annexure – R : (ii) Scope of Work Compliance Sl. No. 54	Selected bidder has to implement the solution which should also support the functionalities as per RBI Circular RBI / 2016-17 / 172 DPSS. CO. PD. No. 1431 / 02.14.003 / 2016-17 dated December 6, 2016, as per RBI recent circular RBI / 2019-20 / 47 DPSS. CO. PD. No. 447 / 02.14.003 / 2019-20 dated August 21, 2019 and as per NPCI circular NPCI / 2019-20 / RuPay / 047 dated 11th October, 2019 along with future implementation by regulatory authority without any additional cost to the Bank.	While we agree to comply with all laws existing as on date of submission of bid, it is not possible for the bidder to envisage regulatory requirements which may be applicable in future and corresponding changes to be done to the solution, thus we request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties preferably by Change Request and this clause should be amended accordingly.	Clause stands as per RFP.
55	55	Annexure – B :	B. Financial Position of Bidder for the last	We request the bank to accept Financial	Clarifications:

		General Details of Bidder	three financial years i.e. 2016-17, 2017-18 & 2018-19.	Details for FY 2015-16, 2016-17 and 2017-18 for bidders whose Financials for FY 2018-19 are still under audit.	If not audited, the provisional balance sheet for the financial year 2018-19 is to be submitted along with the certificate from chartered accountant.
56	69	Annexure – M : Certificate from CA	Certificate from Chartered Accountant (signed & stamped) showing company's financial position in last 3 years (annual turnover, profit / loss, net-worth etc.)	We request the bank to accept Financial Details for FY 2015-16, 2016-17 and 2017-18 for bidders whose Financials for FY 2018-19 are still under audit.	Clarifications: This is applicable, in case the bidder is submitting the provisional balance sheets.
57	85	Annexure – R : (i) Technical compliance Sl. No. 3	The solution should support user authentication via secret questions.	<ol style="list-style-type: none"> 1. Request bank to remove this clause as this is not as per the 3DS mandate. 2. We believe this feature is required for static passwords. Please confirm the understanding is correct. We would like to highlight to Bank that Card Networks are stopping static password as second factor authentication. Hence request Bank remove this requirement. 	<p>The selected bidder should provide the solution as per the latest standard of the RBI / NPCI / VISA / Master / EMVCo and other regulatory authorities.</p> <p>Selected vendor to implement security features as per the above regulatory authority guidelines.</p>
58	96	Annexure – U : Deed of Indemnity	PROFORMA FOR DEED OF INDEMNITY	We understand that this annexure needs to be submitted by the selected bidder. Please confirm.	Clause stands as per RFP.
59	9	Part – I 2. Overview	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.	Bidder cannot factor the requirements for future regulatory changes at the time of bidding and hence, request to modify: "The authentication feature should meet all guidelines as on date of submission of bid 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.	Clause stands as per RFP.
60	20	Part – II 27. Acceptance of Terms	A Recipient will, by responding to the Bank's RFP, be deemed to have accepted the all the terms as stated in the RFP.	The RFP doesn't provide negotiation rights for the bidder and hence request to modify as follows: "A Recipient will, by responding to the Bank's RFP, be deemed to have accepted all mutually	Clause stands as per RFP.

				agreed terms as stated in the RFP "	
61	37-38	Part – V 10. Confidentiality and Secrecy	<p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • 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 	<p>The RFP is silent regarding the bank' obligations to keep the confidential information shared by the bidder including the bid documents and also does not contain the standard exclusion to confidential information. We understand that the same shall be as mutually agreed between the parties during contracting stage.</p>	Clause is self-Explanatory.

			<p>confidential or proprietary notices as may be printed or displayed on the original;</p> <ul style="list-style-type: none"> • 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. • The selected service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the UCO Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the UCO Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the UCO Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The UCO Bank. • The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the UCO Bank. The Confidential Information will be safeguarded and the selected 		
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			<p>service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.</p> <ul style="list-style-type: none"> • 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. 		
62	38	Part – V 12. Price	<p>The selected bidder will be required to keep the price valid for the entire contract period from the date of issuance of Purchase Order. There shall be no increase in price for any reason whatsoever during the contract period and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – T during the price validity period.</p>	<p>The RFP is silent regarding exclusion of GST and taxes. Bank shall pay the taxes / GST and prices are exclusive of the same.</p>	<p>Please refer to the Annexure – T, commercial format note point no. "b" at page no. 95.</p>
63	30-31 & 90-91	<p>Part – IV Scope of Work Sl. No. 31 & Annexure – R : (ii) Scope of Work Compliance</p>	<p>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 bidder. In future if Bank changes its SMS vendor, the selected bidder has to integrate with the solution of the new vendor without any</p>	<p>Please let us know, how the bidder will connect to the SMS vendor. Please provide the integration type with SMS gateway. Since the bidder has to factor the integration cost</p>	<p>Currently, in our existing system API based integration is present.</p>

		Sl. No. 31	additional cost to Bank. Bank may avail the facility of SMS service provider with whom the selected bidder has a tie-up, if required and found feasible. The decision of the Bank in this regard is final.		
64	39	Part – V 14. Paying Authority	<p>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 of the Bills would be payable, on receipt of necessary documents/data & clarification from the selected bidder.</p> <p>However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.</p>	<p>Request to modify as follows, as 'satisfactory' is a subjective term and cannot be included in a contract. Further, penalties shall be treated in accordance with the provisions stated under GST law.</p> <p>"However, Payment of the Bills would be released, on receipt of advice / confirmation for delivery and commissioning, live running and service report etc. in accordance with the agreed service levels after deducting all penalties."</p>	Clause stands as per RFP.
65	39	Part – V 15. Cancellation of Contract & Realization of Compensation	<p>The bank reserves the right to cancel the order placed on the selected bidder and realize compensation on the following circumstances:</p> <p>i. The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.</p> <p>ii. The bidder goes into liquidation voluntarily or otherwise.</p> <p>iii. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.</p> <p>iv. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.</p> <p>v. If deductions on account of liquidated damages exceed more than 10% of the total order price.</p>	<p>The cancellation grounds stated in the clause contain several wide and generic grounds and hence request to modify the clause to include specific breaches. Cancellation of order is acceptable only for breach of material terms without curing such breach within 30 days from the date of notification of such breach by Bank to bidder and for discontinuation of business by the bidder.</p> <p>Further, bank already has remedies by way of charging penalties / LDs / invoking PBG for material breach by the bidder and hence request to remove the realisation of compensation provision from the clause.</p>	Clause stands as per RFP.

			<p>vi. In case the bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder.</p> <p>vii. If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 10 days' notice for the same. In this event the bidder is bound to make good the additional expenditure, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.</p> <p>viii. UCO Bank reserves the right to recover any dues payable by the bidder from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.</p> <p>ix. Non-compliance of the scope of the job.</p> <p>x. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.</p> <p>xi. On the events of data piracy / privacy / system failures / security failures.</p>		
66	41	Part – V 19. Penalty	<p>➤ The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.</p> <p>➤ If any act or failure by the bidder under the agreement results in failure or inoperability of systems including loss /disclosure of Bank's data and if</p>	The Penalties clause contains several provisions which are not applicable to the Services considered under the RFP. We assume that these clauses shall be revised during contract negotiation stage.	Clause stands as per RFP.

			<p>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.</p> <ul style="list-style-type: none"> ➤ 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 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 		
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			<p>the Vendor fails to meet the required uptime, the levied penalty will be of Rs. 10, 000/- (Rupees Ten Thousand only) for downtime between 99.00% to 99.98% and Rs. 20, 000/- (Rupees Twenty Thousand only) per 1% per downtime between 96.00% to 99.00% i.e. if required uptime is 99% and the vendor's reported uptime of 98% then penalty will be for 1% i.e. Rs. 10,000/-. 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.</p> <ul style="list-style-type: none"> ➤ If the uptime is below 96% on monthly basis, the Bank shall have full right to invoke the Bank Guarantee and terminate the contract under this RFP. ➤ 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. ➤ Penalty for not carrying customization & not providing solution after agreed time line, the penalty charges will be taken into account on per day basis. 		
67	43	Part –V 22. Contract	The Period of contract is initially for 3 years from the date of issuance of	Termination without assigning any reason is not acceptable as we need minimum	Clause stands as per RFP.

		Period	<p>purchase order 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.</p> <p>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.</p> <p>The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank.</p>	commitment from the Bank as the services offered are hosted and bank does not incur any upfront cost. Also, this will affect the revenue recognition of the bidder.	
68	43	Part –V 24. Acceptance Testing	<p>The Bank will carry out the acceptance tests as per Scope of work Part – IV supplied & implemented by the selected bidder as a part of the Project. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products and the vendor would need to provision insurance of those items till successful acceptance. The Bank at its discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests at the relevant sites in the presence of the officials of the</p>	Request to remove this clause.	Clause stands as per RFP.

			Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.		
69	43	Part –V 25. Order Cancellation	<p>The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:</p> <ul style="list-style-type: none"> • Delay in commissioning / implementation / testing beyond the specified period. • Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process. • In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid. • Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO. 	<p>The cancellation grounds stated in the clause contain F24. Further, bank already has remedies by way of charging penalties/LDs/invoking PBG for material breach by the bidder and hence requests to remove the realization of compensation provision from the clause and recovery of losses from the bidder.</p>	Clause stands as per RFP.
70	32	Part – IV	The system should support sending OTP	Please let us know, how the Bidder will	Necessary details will be shared with

	& 92	Scope of Work Sl. No. 48 & Annexure – R : (ii) Scope of Work Compliance Sl. No. 48	on card holders registered e-mail ID. The email has to be sent through Banks e-mail gateway. Selected bidder has to integrate its solution with Banks e-mail gateway without any additional cost to Bank.	connect to the Bank e-mail gateway. Is it hosted on cloud or bidder has to deploy secure links like MPLS?	the selected bidder.
71	46	Part –V 30. Guarantees	Selected bidder should guarantee that all the material as deemed suitable for the delivery and management for the RFP for Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions. All hardware and software must be supplied with their original and complete printed documentation.	There is no supply of hardware or software under this RFP as the solution is provided as a service and is implemented in bidder' premises.	<u>The modified clause to be read as:</u> Selected bidder should guarantee that all the material as deemed suitable for the delivery and management for the RFP for Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions.
72	47-48	Part – V 32. Exit Option and Contract Re-Negotiation		The grounds for exit provided are not acceptable. Several wide and generic grounds are mentioned and hence request to modify the clause to include specific breaches. Exit option is acceptable only for breach of material terms by bidder without curing such breach within 30 days from the date of notification of such breach by Bank to bidder and for discontinuation of business by the bidder. Prices are fixed basis several external and internal factors and hence re-negotiation of the same cannot be accepted. Further, this will create revenue recognition issues for bidder.	Clause Stands as per RFP.
73	85	Annexure – R : (i) Technical compliance Sl. No. 1	System should provide additional authentication / validation based on information not visible on the cards for all on-line card not present transactions.	We believe that Bank is looking for standard second factor authentication by specifying additional authentication in the requirements. Please confirm.	Yes.

74	49	Part – V 35. Signing of Contract	<p>The selected bidder(s) shall be required to enter into a service level agreement (SLA) with UCO Bank, within 15 days of the award of the Bid through a Letter of Empanelment or within such extended period as may be specified.</p> <p>The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.</p> <p>The selected bidder will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank.</p>	Contract shall be signed only on the basis of mutually agreed terms and conditions as the RFP contains several unilateral and subjective terms.	Clause Stands as per RFP.
75	49	Part – V 38. Termination		The RFP contains cancellation / termination / exit option provisions repeatedly. Request to remove this section. The same query as raised against the order cancellation is the bidder' position for this clause.	Clause Stands as per RFP.
76	51	Part – V 41. Termination for Default	The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract.	Termination for default without cure period is not acceptable. Request to provide 30 days cure period to remedy the default.	<p><u>The modified clause to be read as:</u></p> <p>The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract. A notice period of 2 months will be given before termination on</p>

					convenience.
77	85-86	Annexure – R : (i) Technical compliance Sl. No. 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. There should be direct connectivity between the Bank's Debit card switch and the selected bidder's application/system, in which the PIN data must be encrypted.	Card Networks are moving away from static passwords in ACS1.0 and shall stop support for static passwords very soon. There are no static passwords in ACS2.0 as well. Hence we request Bank to remove requirements related to static passwords.	The selected bidder should provide the solution as per the latest standard of the RBI/NPCI/VISA/Master/EMVCo and other regulatory authorities.
78	86	Annexure – R : (i) Technical compliance Sl. No. 14	The solution should support session time outs, connection time outs, account locking after number of failed attempts etc. The system should capture all the failure transaction events including those driven by customers (i.e. Customer closed browser on the OTP page, multiple OTP re-send buttons been pressed, etc.) and same will be shared to the Bank as per Bank's requirement.	Account locking is not applicable for customer failing to provide correct OTP multiple times. However, customer card can be temporarily hot-listed. Request Bank to consider the same and modify the requirement accordingly.	<u>The modified clause to be read as:</u> The solution should support session time outs, connection time outs, card blocking after number of failed attempts etc. The system should capture all the failure transaction events including those driven by customers (i.e. Customer closed browser on the OTP page, multiple OTP re-send buttons been pressed, etc.) and same will be shared to the Bank as per Bank's requirement.
79		General		We are more than keen to participate in the subjected RFP in this context would request Bank to kindly extend the last date of submission (currently being 18/02/2020) by minimum 2 weeks. We sincerely hope Bank understands our concern & helps us with an extension for minimum 2 weeks.	Please refer to the corrigendum
80		General		Considering the complexity of the RFP and details of collaterals to be submitted, request Bank to extend the submission date by at least 3 weeks from the present submission date.	Please refer to the corrigendum

Addendum

Part – V

47. Inspection and Right to Audit:

- a. The selected bidder shall keep complete and accurate records of all the operations and expenses in connection with the services provided to The UCO Bank. All said records shall be kept on file by the selected bidder for the contract period from the date the services are provided to the bank.
- b. The selected bidder shall, upon 1 week notice, and by mutual consent, allow the Bank, its auditors and/or its regulators, the opportunity of inspecting, examining and auditing, the selected bidder's operations and business records which are directly relevant to the services provided as part of this RFP.

Corrigendum

Sl. No.	Existing Clauses	Modified Clauses
1	<p>Part – I, 3. Eligibility Criteria, Point no. 1 & Annexure – Q : Eligibility Compliance</p> <p>Criteria: Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956 / 2013 for the last 3 years as on the date of issuance of RFP. The bidder should be recognized by Department for Promotion of industry and internal trade (DPIIT) or registered as MSME Entrepreneur, & still categorized as MSME as on the date of submission of RFP. The bidder should not be a subsidiary of a foreign company.</p> <p>Proof of documents to be submitted: Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document, if applicable. Registration certificate issued by / from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME, relevant certificate issued by (Department for Promotion of industry and internal trade (DPIIT)).</p>	<p>Part – I, 3. Eligibility Criteria, Point no. 1 & Annexure – Q : Eligibility Compliance</p> <p>Criteria: Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956 / 2013 for the last 3 years as on the date of issuance of RFP. In case, bidder is a MSME company or a start-up, then, "The bidder should be recognized by Department for Promotion of industry and internal trade (DPIIT) or registered as MSME Entrepreneur, & still categorized as MSME as on the date of submission of RFP."</p> <p>Proof of documents to be submitted: Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document, if applicable. Registration certificate issued by / from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME, relevant certificate issued by (Department for Promotion of industry and internal trade (DPIIT)).</p>
2	<p>Part – I, 3. Eligibility Criteria, Point no. 3 & Annexure – Q : Eligibility Compliance, Point no. 3</p> <p>Criteria: The Bidder should be a profitable company in last financial year i.e. 2018-19 and in any one of the last 2 preceding financial years i.e. 2016-2017 & 2017-2018.</p> <p>Proof of documents to be submitted: Copy of the audited balance sheet, certificate from the Chartered Accountant (in case of</p>	<p>Part – I, 3. Eligibility Criteria, Point no. 3 & Annexure – Q : Eligibility Compliance, Point no. 3</p> <p>Criteria: Bidder should have net profit in any two of the last three financial years and bidder should have positive net-worth in the last three financial years. i.e., 2016-2017, 2017-2018 & 2018-2019.</p> <p>Proof of documents to be submitted: In case bidder is submitting the Provisional Balance sheet, then certificate from chartered accountant is required to</p>

	Provisional Balance Sheet) of the company showing profit, net-worth and turnover of the company for the last three consecutive financial years i.e. 2016-2017, 2017-2018 and 2018-2019.	be submitted. Otherwise only the copy of the audited balance sheet of the company showing profit, net-worth and turnover of the company for the last three consecutive financial years i.e. 2016-2017, 2017-2018 and 2018-2019 are to be submitted.
3	<p>Part – I, 3. Eligibility Criteria, Point no. 6 & Annexure – Q : Eligibility Compliance</p> <p>Criteria:</p> <p>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.</p> <p>Proof of documents to be submitted:</p> <p>Necessary updated certificate in this regards should be enclosed.</p>	<p>Part – I, 3. Eligibility Criteria, Point no. 6 & Annexure – Q : Eligibility Compliance</p> <p>Criteria:</p> <p>The hosted solution offered by the bidder should be PCI-DSS 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. The data center where the solution is hosted should be PA-DSS certified/compliant.</p> <p>Proof of documents to be submitted:</p> <p>Necessary updated certificate in this regards should be enclosed.</p>
4	<p>Part – IV, Scope of Work, Sl. No. 2 & Annexure – R : (ii) Scope of Work Compliance, Sl. No. 2</p> <p>The solution should accept Debit / Credit /Pre-Paid cards (Visa, MasterCard, Maestro and RuPay) and also through various channels like Internet, Mobile phones, etc. The Bank will use existing tie-up with aggregators for acquiring Internet Banking/Mobile Banking/Wallet transactions.</p>	<p>Part – IV, Scope of Work, Sl. No. 2 & Annexure – R : (ii) Scope of Work Compliance, Sl. No. 2</p> <p>The solution should accept Debit / Credit /Pre-Paid cards (Visa, MasterCard, Maestro and RuPay) and also through various channels like Internet, Mobile phones, etc.</p>
5	<p>Part – V</p> <p>18. Uptime</p> <p>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 96% on monthly basis, 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.</p> <p>Following will be excluded while calculating the down time:</p> <ul style="list-style-type: none"> ➤ Down time due to Bank issues. ➤ Schedule down time for maintenance 	<p>Part – V</p> <p>18. Uptime</p> <p>The bidder shall guarantee monthly uptime of 99.98% 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 99.98% on monthly basis, Bank shall impose penalty. If the uptime is below 96% on monthly basis, 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.</p> <p>Following will be excluded while calculating the down time:</p> <ul style="list-style-type: none"> ➤ 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.

	<p>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.</p> <p>➤ Down time due to Force Majeure.</p>	
6	<p>Part –V 30. Guarantees Selected bidder should guarantee that all the material as deemed suitable for the delivery and management for the RFP for Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions. All hardware and software must be supplied with their original and complete printed documentation.</p>	<p>Part – V 30. Guarantees Selected bidder should guarantee that all the material as deemed suitable for the delivery and management for the RFP for Implementation of SSOCT (Security System for Online Card Transactions) i.e. Two Factor Authentication of e-Commerce transactions.</p>
7	<p>Part – V 41. Termination for Default The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract.</p>	<p>Part – V 41. Termination for Default The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract. A notice period of 2 months will be given before termination on convenience.</p>
8	<p>Part – V 43. 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 on-going 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.</p>	<p>Clause stands deleted.</p>

9	<u>Annexure – R : (i) Technical compliance, Sl. No. 14</u> The solution should support session time outs, connection time outs, account locking after number of failed attempts etc. The system should capture all the failure transaction events including those driven by customers (i.e. Customer closed browser on the OTP page, multiple OTP re-send buttons been pressed, etc.) and same will be shared to the Bank as per Bank's requirement.	<u>Annexure – R : (i) Technical compliance Sl. No. 14</u> The solution should support session time outs, connection time outs, card blocking after number of failed attempts etc. The system should capture all the failure transaction events including those driven by customers (i.e. Customer closed browser on the OTP page, multiple OTP re-send buttons been pressed, etc.) and same will be shared to the Bank as per Bank's requirement.
10	<u>Bid Control Sheet</u> Last Date and Time for receipts of tender bids: 18.02.2020 at 04:00 pm	<u>Bid Control Sheet</u> Last Date and Time for receipts of technical bids: 25.02.2020 at 04:00 pm
11	<u>Bid Control Sheet</u> Opening of Eligibility and technical bids: 18.02.2020 at 04:30 pm	<u>Bid Control Sheet</u> Opening of Eligibility and technical bids: 25.02.2020 at 04:30 pm

Note:

All other terms and conditions, clauses of the subject RFP remain unchanged. The reply to pre-bid queries responses / clarifications / corrigendum / addendum & changes in the RFP clause mentioned herein above will be part & parcel of the RFP.

Place: Kolkata

Date: 15/02/2020

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