

**Request for Proposal (RFP)**  
**For**  
**Implementation of Anti-Phishing managed services**  
**(Re-tendering)**



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

**RFP REF NO: UCO/DIT/590/2016-17 Date 04/07/2016**

**Cost of the RFP document: -₹ 5000/- (Rupees Five Thousand Only)**

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

This document is prepared by UCO Bank for its Implementation of Anti-Phishing managed services. It should not be reused or copied or used either partially or fully in any form.

### **Disclaimer**

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



## **OBJECTIVE**

UCO Bank having its head office at 10 BTM Sarani, Kolkata 700 001 is one of the leading Public Sector Bank in India having its presence throughout the country with nearly 3006 Branches and more than 2567 ATMs and 66 e-Lobbies. All the branches of the Bank across the country are CBS enabled and FINACLE Core Banking Solution has been used by the Bank. The Bank also provides many innovative products and delivery channels like e-Banking, SMS/ mobile Banking etc, to its customers.

The Bank has taken a number of security initiatives including Periodic IS Audits, Disaster Recovery Drills etc. In addition to the above, Bank has Implemented two factor Authentication (2FA) Service for its Internet Banking customers and Verify by Visa (VbV) services for online usages of its debit cards. These initiatives have served the purpose of maintaining the basic level of security in the Bank. In the light of increasing risks, the Bank seeks to manage risks on a continuous basis and in a more sophisticated, systematic and professional manner. Towards achieving this and to ensure that customer enjoy the complete benefits of the services offered and to protect customers data going to the wrong hands, Bank intends to further strengthen its Information Systems Security by engaging vendors for continuous review, monitoring, management and mitigation of phishing attempts, threats and vulnerabilities.

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

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## **Part –I General Terms and Conditions**

### **1.1 Introduction**

UCO Bank invites sealed tenders comprising of Technical bid and Commercial bid from experienced selected bidders having proven capabilities for Implementation of Anti-Phishing managed services (Re-tendering). The Selected bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not to be acceptable to UCO Bank.

The bidder (also called the vendor or bidder through this document) appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project.

Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the scope of work.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the RFP document shall be the governing document for arrangement between the Bank and the selected bidder in terms of this RFP documents.

The RFP document may be obtained from UCO Bank, Department of Information Technology, 5th Floor, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata–700064 on working days in person on submission of cost of the tender document. Also the RFP document may be downloaded from our website [www.ucobank.com](http://www.ucobank.com). The bidders downloading the document from Bank's website [www.ucobank.com](http://www.ucobank.com) must pay the cost of the document, in a separate cover and properly super scribed, at the time of submission of the bids.

The details are given below:

<b><i>Tender Reference</i></b>	<b>UCO/DIT/ANTI-PHISHING /590/2016-17 Dated 04.07.2016</b>
<b><i>Cost of Tender documents</i></b>	<b>₹ 5,000 /-</b>
<b><i>Date of issue of RFP</i></b>	<b>04.07.2016</b>
<b><i>Earnest Money Deposit (EMD)</i></b>	<b>₹1,00,000/- (BG)</b>
<b><i>Date of commencement of sale of</i></b>	<b>04.07.2016</b>

<b>tender document</b>	
<b>Last date for submitting queries for the Pre-bid Meeting</b>	<b>15.07.2016</b>
<b>Pre-Bid meeting /Venue</b>	<b>16.07.2016 at 11.00 am at below mentioned address.</b>
<b>Last Date and Time for receipts of tender bids</b>	<b>24.07.2016 at 3.00 pm</b>
<b>Opening of technical bids</b>	<b>24.07.2016 at 3:30 pm</b>
<b>Opening of Price Bid</b>	<b>Will be advised subsequently</b>
<b>Address of Communication</b>	<b>Head Office-2 Department of Information Technology 5<sup>th</sup> Floor,3 &amp; 4 D D Block, Sector -1 Salt Lake, Kolkata-700 064</b>
<b>Email address</b>	<b>Hodit.calcutta@ucobank.co.in</b>
<b>Contact Telephone/Fax Numbers</b>	<b>Tel :03344559807 Fax :03344559063</b>
<b>Contact Person</b>	<b>Raghunath Tudu Chief Manager – DIT</b>
<b>Bids to be submitted</b>	<b>Tender box placed at above address</b>

Any bid received after last date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank.

The Bid document shall be in two parts viz. Technical Bid & Commercial Bid. Both the bids must be submitted in separate sealed envelopes super scribing "Implementation of Anti-Phishing managed services (Re-tendering)" on top of the envelope containing Technical Bid & "Commercial Bid for Implementation of Anti-Phishing managed services (Re-tendering)" on top of the envelope containing Commercial Bid. These two separate sealed envelopes should be put together in another sealed envelope super scribing "Implementation of Anti-Phishing managed services (Re-tendering)" mentioning reference number and date given hereinabove. If the cover/envelope are not sealed & super scribed as required, the Bank will assume no responsibility for its misplacement or premature opening.

The bidders should take care of submitting the bids properly filed so that the papers are not loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny.

Bidders are requested to participate in the tender process strictly according to the time schedule mentioned above.

The technical bid will be opened first and only those bidders, deemed eligible as per the eligibility criteria mentioned in this RFP, will be shortlisted for technical evaluation; the qualified bidders will be notified separately. Commercial Bid of



only those short-listed-bidders, who have qualified in Technical evaluation, will be opened by the Bank the date of which will be notified separately.

The Bids should be addressed to:

**Deputy General Manager**  
**IT, BPR & BTD (eBanking & mBanking)**  
**UCO Bank, Head Office-2**  
**Department of Information Technology**  
**5<sup>th</sup> Floor, 3 & 4 DD Block, Sector -1**  
**Salt Lake, Kolkata - 700 064**

UCO Bank is not responsible for non-receipt of response to RFP within the specified date and time due to any reason including postal holidays or delays. In case the specified date of submission & opening of Bids is declared holiday in West Bengal under NI Act, the bids will be received till the specified time on next working day and Technical Bid will be opened at same time on that day.

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the target date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

## **1.2 Submission of Bid**

- 1.2.1 Technical Bid should be duly sealed and super scribed as "Implementation of Anti-Phishing managed services (Re-tendering)".
- 1.2.2 Bid should comply with the Scope of work as specified hereinafter.
- 1.2.3 The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with technical Bid.
- 1.2.4 The Technical bid should have compliance chart as per **Annexure- B** including documentary proof in support of Eligibility Criteria and **Annexures C, D, E, F, G, H.**
- 1.2.5 Commercial bid duly sealed and super scribed as "Implementation of Anti-Phishing managed services (Re-tendering)".
- 1.2.6 The Commercial bid should have compliance chart as per **Annexure-B** and including of **Annexure I (Masked Price)**
- 1.2.7 Incomplete bids or bids not conforming to the terms and conditions are liable for rejection by the Bank.
- 1.2.8 At any time, prior to deadline for submission of RFP, UCO Bank may modify any of the terms & conditions and technical specifications at its sole discretion and the same will be available on Bank's website and the amendments shall be binding on the bidder. In case of any amendment,

UCO Bank may extend the deadline for submission of response to this RFP in order to provide a reasonable time to the prospective bidders.

- 1.2.9 UCO Bank reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder need to submit the documentary evidence(s) as required by UCO Bank.
- 1.2.10 Any Technical Bid, submitted with incorrect information will be liable for rejection. Further, if any bidder is found to have submitted incorrect information at any time, he may be debarred from participation in the future tendering processes of Bank.
- 1.2.11 The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
- 1.2.12 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 1.2.13 The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders.
- 1.2.14 Canvassing of any kind or Bid submitted with false information will be a disqualification.
- 1.2.15 The changes in import duty and other taxes will not affect the Rupee value of the commercial bid bidder is required to guarantee that exchange rate fluctuations, over the price validity period.
- 1.2.16 The bidder shall keep the price valid for a period of 6 months from the date of RFP Response submission process closes. **A declaration in this regard should be submitted as per Annexure-E.**
- 1.2.17 Prices quoted by the Bidder shall be in **Indian Rupees only**, firm and not subject to any price escalation, if the order is placed within the validity period.
- 1.2.18 Further, subsequent to the orders being placed, the 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.
- 1.2.19 The Bank shall be under no obligation to accept the technical solution offered or the lowest or any other offer received in response to this RFP notice.
- 1.2.20 The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a

bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to cancel the entire RFP process without assigning any reasons whatsoever at any stage of the RFP process without assigning any reason whatsoever.

1.2.21 The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.

1.2.22 Bids once submitted shall not be returned to the Bidder in future.

1.2.23 The Bank expects the selected bidder to adhere to the terms of this RFP document and would not like or accept any deviations to the same.

1.2.24 Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The version of software delivered should be the latest one available.

1.2.25 The technical bid shall be submitted strictly in conformity with the Scope of Work.

1.2.26 The Bank expects the Prime Vendor to adhere to the terms of this RFP document and would not like or accept any deviations to the same. If the Prime Vendor have absolutely genuine issues only then they should provide their nature of non-compliance to the same in the format provided. The Bank reserves its right not to accept such deviations to the tender terms.

### 1.3 Cost of Tender Documents

The intending bidders should pay the Cost of tender Documents of **₹ 5000/- (Rupees five Thousand only)**. The Cost of tender Documents shall be paid by Demand Draft drawn in favour of '**UCO Bank**' payable at **Kolkata**. The Cost of tender Document is non-refundable. The bidder downloading the tender document from Bank's website [www.ucobank.com](http://www.ucobank.com) must pay the cost of the tender document, in a separate cover, at the time of submission of the bids.

### 1.4 Earnest Money Deposit

The Bidder must submit Earnest Money Deposit (EMD) along with the Technical Bid in the form of Bank Guarantee having validity period for 1 year from the date of opening of Technical Bid in the format given in **Annexure D**. The EMD amount is **₹ 1 Lacs (Rupees One Lacs Only)** issued by any scheduled commercial bank.

Non-submission of EMD will lead to outright rejection of the bid of the bidder. The EMD of unsuccessful bidders will be returned to them on completion of the tender process. The EMD of successful bidder will be returned on submission of Performance Bank Guarantee as specified hereunder.

The EMD made by the bidder will be forfeited if:

- 1.4.1 The bidder withdraws his tender before processing of the same.
- 1.4.2 In the case of a successful bidder, if the bidder fails in accordance with any Terms and Conditions or any requirement as specified in this document.
- 1.4.3 The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- 1.4.4 The bidder violates any of the provisions of the terms and conditions of this tender specification.

## **1.5 Rejection of the Bid**

The Bid is liable to be rejected if:

- 1.5.1 The document doesn't bear signature of authorized person on each page signed and duly stamp.
- 1.5.2 It is received through Telegram/Fax/E-mail.
- 1.5.3 It is received after expiry of the due date and time stipulated for Bid submission.
- 1.5.4 Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- 1.5.5 Bidder should comply with all the points mentioned in the RFP. Noncompliance of any point will lead to rejection of the bid.
- 1.5.6 Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

## **1.6 Pre Bid Meeting**

The queries for the Pre-bid Meeting should be reached in writing or by email on or before **15.07.2016** on e-mail: [hodit.calcutta@ucobank.co.in](mailto:hodit.calcutta@ucobank.co.in) . It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard.

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

## **1.7 Modification and Withdrawal of Bids**

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

## **1.8 Introduction and Disclaimer**

This Request for Proposal document ("RFP") has been prepared solely to enable UCO Bank ("Bank") in defining the requirements for Implementation of Anti-Phishing managed services (Re-tendering).

The RFP document is not a recommendation, bid or invitation to enter into a contract, agreement or other arrangement in respect of the services.

## **1.9 Information Provided**

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

## **1.10 For Respondent Only**

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

## **1.11 Confidentiality**

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

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

## **1.12 Disclaimer**

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

### **1.13 Costs Borne by Respondents**

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

### **1.14 No Legal Relationship**

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

### **1.15 Errors and Omissions**

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

### **1.16 Acceptance of Terms**

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

### **1.17 RFP Response**

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

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

### **1.18 RFP Response Validity Period**

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



process closes. During the period Bank may procure additional (maximum 50%) VC end point only.

### 1.19 Notification

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

### 1.20 Language of Bids

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

### 1.21 Indemnity

The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to malfunctioning of the system with which Anti-Phishing Services are being offered to Bank. The total liability of the selected bidder shall not exceed the total cost of the order value.

### 1.22 Authorized Signatory

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

## PART –II

### 2.1 Eligibility Criteria

The eligibility criteria to participate in bidding process are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. Document in support of all eligibility criteria are required to be submitted along with the Technical Bid.

Sl. No.	Pre-Qualifying Criterion	Documents to be submitted
1	The bidder should be registered as a company in India as per Company Act 1956.	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office

2	The bidder should have had an annual turnover of more than Rs. <b>5</b> Crores during each of the last three financial years as evidenced by the audited accounts of the company / division. (i.e. 2012-13, 2013-14 and 2014-15).	Copy of the audited Balance Sheets for the preceding three years (i.e. 2012-13, 2013-14 and 2014-15).
3	The bidder should have made operating profit in any two of the last three financial years (2012-13, 2013-14 and 2014-15)	Copy of the audited Balance Sheets for the preceding three years (i.e. 2012-13, 2013-14 and 2014-15).
4	The Bidder should have provided Anti-Phishing Managed Services in at least one Financial Institution/PSU/Govt. Organization in India during the last three years. The solution offered should be currently running successfully.	Copy of Purchase Order and Client Certification for successful completion and maintenance with name and contact details of signatory
5	The bidder should own full-fledged Security Operations Center (SOC) which is operational in India with minimum one active customer for last 1 year as of date of the RFP.	Self-declaration on the letter head with details.
6	The bidder should not have been blacklisted /debarred for corrupt and fraudulent practices by Govt. organizations.	Self-declaration on the letter head.

### **Part –III**

#### **3.1 Evaluation Criteria**

There would be a three (3) stage evaluation process.

The Stages are:

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

The Eligibility would be evaluated first for the participating bidders. The bidders who would qualify all Eligibility Criteria as mentioned in clause 2.1, will be shortlisted for the Technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening.

**The bidder with the lowest commercial quote called Total cost of ownership (TCO) will be declared as L1.**

##### **3.1.1 Evaluation Methodology**



The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution (Total Cost of Ownership) over a 5-year period that appropriately meets the requirements of the Bank identified in this RFP.

### **3.1.2 Technical Evaluation process**

In Technical evaluation process, the technical bid of only eligible bidders as per Eligibility Criteria in Part II, Clause 2.1 would be evaluated. The Technical evaluation will be done on the basis of comply chart provided by bidder as per Scope of work in Part IV. The Bidder should comply all points in scope of work in Part IV and Annexure **G**.

> The bidders should provide their response ('Y' or 'N') to the questionnaire in the column "Response" in **Annexure-G**.

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

### **3.1.3 Commercial evaluation process**

The Commercial Bids of only technically qualified bidders will be opened and evaluated by the Bank and the evaluation will take into account the following factors:

#### **3.1.3.1 The L1 Bidder will be selected on the basis of the amount quoted for proposed solution as per Annexure-I**

3.1.3.2 The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.

3.1.3.3 In case there is a variation in value between numbers and words; the value mentioned in words would be considered.

3.1.3.4 The Bidder needs to provide Unit costs for components and services; unit rates with applicable taxes would be considered for the TCO purposes.

3.1.3.5 In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

## **PART –IV SCOPE OF WORK**

### **4. Scope of Work**

Based on the contents of the RFP, the selected bidder shall be required to independently arrive at Approach and Methodology, based on globally acceptable standards and best practices, suitable for the Bank, after taking into consideration the effort estimate for completion of the same and the resource and the equipment requirements.

The selected bidder will proactively monitor for any phishing, pharming, spoofing attempts/attacks intended to get access to our Bank customer's bank accounts, passwords and other security information. Selected bidder will be required to take rapid response to such attempts/attacks, at the same time advising the Bank about the incidence with details.

The bank is envisaging a model in which the selected bidder shall provide remote services from their Security Operations Center (SOC).

#### **4.1 Anti-Phishing Services**

Proposed Anti-phishing Managed Services shall cover the following services:

- 4.1.1 Selected Bidder should have 24x7 support to protect Banks Internet Banking customers from "Phishing" on Real time basis. Bidder should alert the Bank immediately in the event of Phishing attacks. The selected bidder should respond within 15 min upon detection of phishing attack and should work to shut down/take down the phishing site, anywhere in the world, within reasonable time and submit the report to the Bank.
- 4.1.2 The bidder should ensure bringing down the reactivated phishing site at earliest which was earlier detected as phishing site. If the same site becomes active again within a period of 180 days of its taking down, it should not be treated as a new incident and should be taken down as part of original incident.
- 4.1.3 Alternative response mechanisms other than web site take down should be explored to minimize impact of phishing.
- 4.1.4 Selected Bidder should have the reach on their own or through official business partnerships to take up closure / mitigatory measures on phishing sites anywhere in the world.
- 4.1.5 Track hosting of phishing sites through digital watermark. Phishing sites must be tracked using digital watermark.
- 4.1.6 Monitor web-server referrer logs and implementation of tools for referrer log analysis of web server.
- 4.1.7 Monitoring similar domain name registration -: Track new domain name registrations to detect any spoofed or similar site being registered

- 4.1.8 Monitor Spam traps to detect phishing mails
- 4.1.9 Monitor spoofed email ids that may be used for sending emails to the customers of the Bank.
- 4.1.10 Monitor anti-phishing forums
- 4.1.11 Web site analysis to detect phishing sites
- 4.1.12 Selected bidder should benchmark Bank's website (3 sites) and suggest controls required to minimize impact from phishing attacks.
- 4.1.13 Selected bidder should assist the Bank for coordination with law enforcement agencies like CERT-IN, Banking Ombudsman etc.
- 4.1.14 To provide report on phishing trend in India and across the globe.
- 4.1.15 Assistance to bank in identifying customers affected by phishing
- 4.1.16 Monitor Pharming and phishing attempts through Trojans, Malware etc
- 4.1.17 Brand abuse cases
- 4.1.18 Monitoring of compromised servers for forensic information related to Bank's customers till the primary incident is closed.
- 4.1.19 Alternative response mechanisms other than web site take down to minimize impact of phishing.

## **4.2 Anti Malware services:**

The vendor should provide anti malware services for UCO Bank's websites (Twenty sites) to promptly detect the insertion of malicious codes in Bank's web pages. This will include

- 4.2.1 The Solution should monitor Website for 24x7 basis for any breach of (Confidentiality & Integrity).
- 4.2.2 24x7 monitoring / scanning of web pages for real-time detection of malware Injection. No skipping of page scanning
- 4.2.3 Solution should support scanning of static as well as dynamic links.
- 4.2.4 Solution should proactively inform Bank about potential threats/ vulnerabilities, new threats in circulation.
- 4.2.5 Low gap between the time malware links are introduced and detected.
- 4.2.6 Real-time alert via tel. call / SMS and Email in case of Malicious Mobile Code (MMC) attack /defacement

- 4.2.7 The Solution provider has to also suggest suitable counter measures to safeguard against such threats (MMC and Phishing) and advise /assist to eradicate it on utmost priority.
- 4.2.8 Solution should be independent of application platform.
- 4.2.9 The selected bidder should respond within 15 minutes on blocking/containment/recovery in case of Malware.
- 4.2.10 SQL injection/Cross-site scripting

## **PART-V**

### **5.1 Order details**

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

### **5.2 Performance Bank Guarantee**

The selected bidder, within 15 days from the date of purchase order will have to furnish a Performance Bank Guarantee, format as Annexure A, issued by any scheduled commercial bank equal to **10% of the order value** valid for **39 months (36 Months+3 Months Claim Period)** from the date of purchase order. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.

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

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

### **5.3 Schedule of Implementation**

The vendor should start providing ANTI-PHISHING MANAGED SERVICES as per The 'Broad scope of work' mentioned herein above within four weeks from the date of award of contract.

- 5.3.1 If however, the delay is caused by any action pending from the Bank end, the corresponding period will not be considered while calculation of penalty.

- 5.3.2 All the equipment supplied by the Bidder shall be legal and Bidder shall give indemnity to that effect.
- 5.3.3 Any license, if required for the offered solution, need to be provided by the successful bidder. The successful bidder is solely responsible for any legal obligation related to licenses during warranty period of five years for solution proposed as implemented by the bidder.
- 5.3.4 The selected bidder in presence of the Bank authorized officials will conduct acceptance test. No additional charges shall be payable by the Bank for carrying out these acceptance tests.

#### **5.4 Payment Terms**

The invoices will be raised by Service Provider on quarterly basis after completion of each quarter. While raising the quarterly invoices, the take down charges should include only the charges for sites taken down during the invoice period. All claims made by the bidder regarding taking down/ shut down/ blocking of phishing site will have to be backed by documentary evidence establishing the fact that the aforesaid phishing site blocked/taken down is likely to make/ has made phishing attempts against UCO Bank's Internet Banking customers.

Bank shall pay take down charges on per site basis and there shall be no minimum charges commitment from the Bank. If the same site becomes active again within a period of 180 days of its taking down, it should not be treated as a new incident and should be taken down as part of original incident at no additional cost to the Bank. No payment will be paid for Common Sites.

Charges shall be fixed for the entire contract period and there will be no escalation due to fluctuation in taxes, foreign currency or change in duty structure or for any other reasons. However, impact of fall in prices, taxes, duties or any other external factors like downward movement of foreign exchange rates etc. would be passed on to The Bank suo moto.

Bank will pay the Service tax ruling at the time of period of services rendered and the resultant billing.

Any dispute regarding the invoice will be communicated to the selected bidder and the payment shall be made after the resolution of dispute.

#### **5.5 Price**

The Price Bid also must include all applicable taxes such as Sales/Service/VAT / Waybill etc. The Octroi /Entry Tax will be paid extra, wherever applicable on submission of actual Tax receipt.

The Selected bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid, over the validity period of the bid.

The Selected bidder shall keep the price valid for a period of at least 6 months from the date of RFP response process submission closes. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a Selected bidder.

Prices quoted by the selected bidder shall be in **Indian Rupees only**, firm and not subject to any price escalation, if the order is placed within the validity period. Further, subsequent to the orders being placed/agreement executed, the selected 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.

#### **5.6 Right to Inspection & Audit**

UCO Bank reserves the right to inspect and audit the progress of the Services/Solution provided by the bidder at any time during the course of the Contract/Agreement. The Bank may demand and upon such demand being made, Bank shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the progress of the Service(s).

Bank shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Vendor/ Bidder of its obligations/functions in accordance with the standards committed to or required by Bank and the Vendor/ Bidder undertakes to cooperate with and provide to Bank or any other agency appointed by the Bank, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Vendor/ Bidder failing which Bank may, without prejudice to any other rights that it may have, issue a notice of default.

Bank may appoint the Bank's internal team or a third party consultant / auditor appointed by the Bank for auditing. The selected Bidder must extend necessary support to the auditing team during the contract period

## **5.7 Liquidated Damage**

If the selected Bidder fails to complete the due performance of the contract in accordance to the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract or to accept performance already made by the bidder. The Bank reserves the right to recover penalty / liquidated damages @ 0.5% of the TCO per week or part thereof, subject to a maximum of 10 % of TCO as Liquidated Damages for non-performance.

Both the above Liquidated Damages are independent of each other and are applicable separately and concurrently. LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and Bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.

## **5.8 Force Majeure**

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

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

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survives termination of the contract.

## **5.9 Completeness of the Project**

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



## **5.10 Acceptance Testing**

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

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

## **5.11 Order Cancellation(Termination)**

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

- 5.13.1 The selected bidder commits a breach of any of the terms and conditions of the bid.
- 5.13.2 The bidder goes into liquidation, voluntarily or otherwise.
- 5.13.3 An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- 5.13.4 If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- 5.13.5 If deductions of account of liquidated damages exceeds more than 10% of the total cost of ownership.



- 5.13.6 After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- 5.13.7 UCO BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

## **5.12 Indemnity**

Vendor shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notify the vendor in writing immediately on becoming aware of such claim, (ii) the Vendor has sole control of defence and all related settlement negotiations, (iii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation.

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

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

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

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

Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The vendor shall not indemnify the Bank for

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

### **5.13 Publicity**

Any publicity by the bidder in which the name of UCO Bank is to be used should be done only with the explicit written permission of UCO Bank. The bidder shall not make or allow to make a public announcement or media release about any aspect of the contract unless UCO BANK gives the Vendor its prior written consent.

### **5.14 Privacy & Security Safeguards**

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

software. The Selected bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Selected bidder under this contract or existing at any Bank location.

### **5.15 Technological Advancements**

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

### **5.16 Contract Period**

The contract period for providing ANTI-PHISHING MANAGED SERVICESs will be for a period of three years from the date implementation of solution and acceptance of the same by the Bank. However Bank reserves the right (but under no obligation) to extend the contract for a further period of maximum two years with the same terms & conditions.

The selected bidder need to execute a **Service Level Agreement (SLA)** with UCO Bank covering the following performance and availability parameters in addition to all other terms and conditions of this RFP:

- 24X7 monitoring of phishing attacks
- Alert within 15 minutes of phishing attacks
- Initial response to the incident within 15 minutes with action plan on taking down and other alternative response mechanisms
- Resolution of the incident within 60 minutes.

The performance of the selected bidder shall be reviewed every month. Bank reserves the right to terminate the contract at its sole discretion by giving one month notice without assigning any reasons. Any offer falling short of the contract validity period (Three years from the date of Agreement) is liable for rejection.

### **5.17 Resolution of Disputes**

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

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

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

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Kolkata.

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

This RFP document shall be governed and construed in accordance with the laws of India. The courts of Kolkata alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP document. Notwithstanding the above, the Bank shall have the

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

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.

#### **5.18 Exit Option and Contract Re-Negotiation**

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

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

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

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

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

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

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

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

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

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

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

#### **5.19 Corrupt and Fraudulent Practices**

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

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## **5.20 Termination**

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

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

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

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



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

### **5.21 Effect of termination**

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

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

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

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

The Bank shall make such prorated payment for services rendered by the selected bidder and accepted by the Bank at the sole discretion of the Bank in the event of clause of termination, provided that the selected bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be applicable to Selected Bidder. There shall be no termination compensation payable to the Selected bidder.

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

### **5.22 Termination For Convenience**



Bank, by written notice sent to the selected Bidder, may terminate the agreement, in whole or in part, at any time for its convenience by giving 90 day's notice. The notice of termination shall specify that the termination is for Bank's convenience, the extent to which performance of work under the agreement is terminated and the date upon which such termination becomes effective. Before termination, 30 days cure period will be provided by Bank

### **5.23 Arbitration**

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

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

### **5.24 Applicable law & Jurisdiction of court**

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

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

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

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

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

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

4. We, ..... [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK

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

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

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

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

- i) Our liability under this Bank Guarantee shall not exceed Rs....(Rupees.....) only.
- ii) This Bank Guarantee shall be valid upto ..... and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before..... (date of expiry of Guarantee including claim period).

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

**NOTE:**

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

**Annexure-B****Compliance Chart**

<b>Sl No.</b>	<b>Particulars</b>	<b>Compliance Status (Yes / No)</b>
1.	Are Technical & Commercial bid submitted under separate sealed envelopes?	
2.	Is the Technical bid made in conformity with as per Annexure G and SOW Part IV	
3.	Is the Technical bid & Commercial bid made in conformity with the RFP	
4.	Whether Commercial Bid with masking of price is mentioned in Technical offer document?	
5.	Are the Technical & Commercial Bids organized properly?	
6.	Are all the pages numbered properly and signed and stamped.	
7.	Is EMD submitted?	
8.	Duly signed Annexure –C, E,F,G,H,I is enclosed	
9.	Is the softcopies of the response of Technical Commercial RFP submitted in separate CDs?	
10.	Are document in support of all eligibility criteria submitted?	
11.	Are your solution complied with all Scope of work in Part IV including Annexure G?	

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

Sir,

Reg.: RFP ref no. .... **date:** .....

We submit our Bid Document herewith.

We understand that

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

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

Yours faithfully

For.....

(Signature and seal of authorized person)

Place:

Date:

यूको बैंक UCO BANK

**Format of Bank Guarantee (EMD)**

To

UCO BANK,  
Department of Information Technology,  
5th Floor, 3 & 4 DD Block,  
Sector-I, Salt Lake,  
Kolkata - 700064

Dear Sirs,

In response to your invitation to respond to your RFP for Implementation of Anti-Phishing managed services (Re-tendering) for Bank, M/s..... having their registered office at (hereinafter called the "Bidder") wish to respond to the said Request for Proposal (RFP) for self and other associated bidders and submit the proposal for Implementation of Anti-Phishing managed services (Re-tendering) for Bank and to provide related services as listed in the RFP document. Whereas the "Bidder" has submitted the proposal in response to RFP, we, the \_\_\_\_\_ Bank having our Head office \_\_\_\_\_ hereby irrevocably guarantee an amount of ₹ 1,00,000/- (Rupees One Lacs only) as bid security as required to be submitted by the "Bidder" as a condition for participation in the said process of RFP.

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

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

We undertake to pay immediately on demand to UCO Bank the said amount of Rupees Ten Lacs without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we

shall pay the amount on any Demand made by UCO Bank which shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed ₹ **1,00,000/- (Rupees One lack only)**.

2. This Bank guarantee will be valid upto .....201...; and

3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before .....201....

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

Yours faithfully,

For and on behalf of

\_\_\_\_\_ Bank.

Authorised official.



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

**Annexure –E**

**Proforma of letter to be given by all the Bidder participating in the UCO Bank Implementation of Anti-Phishing managed services (Re-tendering) for UCO Bank on their official letterheads.**

To  
The Deputy General Manager  
IT & BTd( eBanking,mBanking)  
UCO Bank  
Head Office-2

Sir,

Sub: **Implementation of Anti-Phishing managed services (Re-tendering) for Bank**

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

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

The price quote in the commercial template in **Annexure I** valid for a period of 6 months from the date of RFP response process closes.

Yours faithfully,

Authorised Signatory  
Designation  
Bidder's corporate name



**Annexure –F**

**Proforma of letter to be given by all the Bidder participating in the UCO Bank Implementation of Anti-Phishing managed services (Re-tendering) for Bank on their official letter-head.**

To,

The Deputy General Manager  
IT, BRP & BTD (eBanking, mBanking)  
UCO Bank  
Head Office-2

Sir,

Sub: **Implementation of Anti-Phishing managed services (Re-tendering) for Bank**

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

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory  
Designation  
Bidder's corporate name

**Technical Compliance of the Bidders****Anti-Phishing Services:**

	<b>Particular</b>	<b>Response Y/N</b>	<b>Remarks</b>
1	The Bidder should have capability in implementation of referrer log analysis of web server, monitoring similar domain name registration and monitoring spam traps for detecting phishing mails.		
2	The Bidder should have capability in website analysis to detect phishing sites and blocking of phishing sites.		
3	The Bidder should have capability in providing assistance for identification of phishing affected customers and assistance for coordination with law enforcement agencies, CERTIn etc.,		
4	Engagement Manager should have handled such projects in the Company for at least 2 years.		
5	Overall person responsible should have handled such projects in Company for at least 2 years.		
6	Proposed team should have experience in successful implementation of the proposed solution		
7	Demonstration of in-depth understanding of the Bank's project requirements through the technical proposal		
8	Technical Proposal with detailed broken-down activities to be performed, effort estimation, manpower to be deployed.		
9	Bidder should have 24x7 support to protect Banks Internet Banking customers from "Phishing" on Real time basis. Bidder should alert the Bank immediately in the event of Phishing attacks. The selected bidder should respond within 15 min upon detection of phishing attack and should work to shut down/take down the phishing site, anywhere in the world, within reasonable time and submit the report to the Bank.		

10	The bidder should ensure bringing down the reactivated phishing site at earliest which was earlier detected as phishing site. If the same site becomes active again within a period of 180 days of its taking down, it should not be treated as a new incident and should be taken down as part of original incident.		
11	Alternative response mechanisms other than web site take down should be explored to minimize impact of phishing.		
12	Bidder should have the reach on their own or through official business partnerships to take up closure / mitigatory measures on phishing sites anywhere in the world.		
13	Track hosting of phishing sites through digital watermark. Phishing sites must be tracked using digital watermark.		
14	Monitor web-server referrer logs and implementation of tools for referrer log analysis of web server.		
16	Monitor Spam traps to detect phishing mails		
17	Monitor spoofed email ids that may be used for sending emails to the customers of the Bank.		
18	Monitor anti-phishing forums		
20	Bidder should benchmark Bank's website (3 sites) and suggest controls required to minimize impact from phishing attacks.		
21	Bidder should assist the Bank for coordination with law enforcement agencies like CERT-IN, Banking Ombudsman etc.		
22	To provide report on phishing trend in India and across the globe.		
23	Assistance to bank in identifying customers affected by phishing		
24	Monitor Pharming and phishing attempts through Trojans, Malware etc		
25	Brand abuse cases		
26	Monitoring of compromised servers for forensic information related to Bank's customers till the primary incident is closed.		
27	Alternative response mechanisms other than web site take down to minimize impact of phishing.		

28	The service provider should be monitoring Whaling and spear fishing cases specifically targeting banks.		
<b>Anti Malware Services:</b>			
1	The Solution should monitor Website for 24x7 basis for any breach of (Confidentiality & Integrity).		
2	24x24x7 monitoring / scanning of web pages for real-time detection of malware Injection. No skipping of page scanning		
3	Solution should support scanning of static as well as dynamic links.		
4	Solution should proactively inform Bank about potential threats/ vulnerabilities, new threats in circulation.		
5	Low gap between the time malware links are introduced and detected.		
6	Real-time alert via tel. call / SMS and Email in case of Malicious Mobile Code (MMC) attack /defacement		
7	The Solution provider has to also suggest suitable counter measures to safeguard against such threats (MMC and Phishing) and advise /assist to eradicate it on utmost priority.		
8	Solution should be independent of application platform		
9	The selected bidder should respond within 15 minutes on blocking/containment/recovery in case of Malware.		
10	SQL injection/Cross-site scripting		

Place:  
Date:

**Authorised Signatory**

**Name:**

**Designation:**

**General Details of the Bidder****A.PROFILE OF BIDDER****1. NAME OF BIDDER:****2. Location****Regd. Office:****Controlling Office:****3. CONSTITUTION****4. DATE OF INCORPORATION & DATE OF COMMENCEMENT OF BUSINESS:****5. MAJOR CHANGE IN MANAGEMENT IN LAST THREE YEARS****6. NAMES OF BANKER / S****B.FINANCIAL POSITION OF BIDDER FOR THE LAST THREE FINANCIAL YEARS**

	2012-13 (Audited)	2013-14 (Audited)	2014-15 (Audited)
Paid up capital			
Tangible Net Worth (excluding revaluation reserve)			
Total Outside Liabilities/Tangible Net Worth			
Net Sales of the Company as a whole.			
Out of the above Net Sales, Net Sales from services			
Gross Profit			
Net Profit (Profit After Tax)			
<b>Summary of Financial Position and working results</b>			
Growth in Operations (%)			
Growth in profitability (%)			

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

**> Description of service :**

**> Details of similar service provided to banks in India specifying the number of Banks and branches**

- In PSU banks
- In non-PSU banks

**Details of Experience in Providing Anti-Phishing Managed Services**

**(i)**

PSU	
Name of Bank	Period
	From To

**(ii)**

Non-PSU		
Name of Bank	Period	
	From	To

**N.B. Enclose copies of Purchase Orders as references.**

**Place.**

**Date.**

**AUTHORISED SIGNATORY**

**Name:**

**Designation.**

**Commercial Bid**

S.N	Major Activities	Amount for Three Years exclusive of all taxes (in Rs.) (A)	Taxes at present rate* (in Rs)(B)	Total Cost (in Rs.) C=(A+B)
1	24x7X365 Phishing monitoring			
2	Implementation of real time phishing detection mechanisms and alerts			
3	Taking down charges for a one site sites.			
4	Monitoring similar domain name registration			
5	Monitoring spam traps to detect Phishing mails			
6	Web site analysis to detect Phishing sites			
7	Alternative response mechanisms other than web site take down to minimise impact of phishing			
8	Benchmarking of bank's internet banking site and suggest controls required to minimise impact from phishing attacks			
9	Anti malware services for UCO Bank's websites (20 sites)			
<b>Total cost of Ownership (TCO) (Inclusive of all the Taxes) (Amount quoted in figures)</b>				
<b>Total cost of Ownership (TCO) (Inclusive of all the Taxes) (Amount quoted in words)</b>				

**Place:****Date:****AUTHORISED SIGNATORY****Name:****Designation:****Notes**

1. Bank shall pay take down charges on per site basis and there shall be no minimum charges commitment from the Bank. Take down charges per site shall be arrived by dividing the rates quoted in item no. 3 above by 150.

2. If the same site becomes active again within a period of 180 days of its taking down, it should not be treated as a new incident and should be taken down as part original incident.
3. \* Bank will pay all types of applicable taxes (including Service tax) ruling at the time of services rendered and the resultant billing.
4. Bidders to strictly quote in the format and for periods as mentioned above.
5. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid
6. UCO bank reserves the right to add more websites of the Bank during the contract period at the same rate quoted by the bidder for "Anti malware services".
7. UCO Bank reserves the right to derive the per site cost from the above cost of 20 websites.
8. The selected Bidder has to keep the finalized price valid during the contract period. There should not be any escalation due to fluctuation in taxes, foreign currency or change in duty structure or for any other reasons. However, impact of fall in prices, taxes, duties or any other external factors like downward movement of foreign exchange rates etc. would be passed on to The Bank suo moto.

